

**THIRD AMENDMENT TO NEXT GENERATION RADIO SYSTEM
IMPLEMENTATION AGREEMENT BETWEEN THE MARIN
EMERGENCY RADIO AUTHORITY AND THE COUNTY OF MARIN**

THIS THIRD AMENDMENT is entered into as of January 1, 2020 by and between the County of Marin, a political subdivision of the State of California, hereinafter referred to as "County" and the Marin Emergency Radio Authority, hereinafter referred to as "MERA", each a "Party, and collectively referred to herein as "Parties"; and

WHEREAS, MERA and County entered into the Next Generation Radio System Implementation Agreement ("Agreement"), entered into as of June 30, 2015, with an Effective Date of July 1, 2015; and

WHEREAS, pursuant to the Agreement, the County Department of Public Works ("DPW") provides certain technical, operations, administration and engineering services in connection with implementation of the Next Gen System (the "Project"), as set out in Exhibit A to the Agreement (the "Services");

WHEREAS, the Agreement was set to terminate on the earlier of June 30, 2019 or the date on which MERA provides notice to DPW that the Project is complete and has been accepted by MERA, and

WHEREAS, the Project was not completed on June 30, 2019; and

WHEREAS, the Parties entered into the First Amendment and Second Amendment, on June 26, 2019 and September 25, 2019, respectively, to extend the Agreement until December 31, 2019; and

WHEREAS, the Parties desire to enter into this Third Amendment to extend the term of the Agreement and continue to have DPW provide the Services until the Project is complete.

NOW, THEREFORE, IT IS AGREED by and between MERA and County that the Agreement is amended as follows:

1. Section 8 of the Agreement (Fees) is hereby amended by adding a new paragraph to read as follows:

"Notwithstanding anything in this Agreement to the contrary, in the event that MERA staff provides any of the Services at a materially significant level, as determined by MERA, MERA may charge DPW for such Services at the rates and in the manner provided in Exhibit B to this Agreement."

2. Section 9 of the Agreement (Payment) is hereby amended in its entirety to read as follows:

PAYMENT:

The County shall submit an invoice to MERA for the Services on a monthly basis, which satisfies the following conditions:

- a) The invoice provides a detailed itemization of the work performed and products delivered during the invoice period.
- b) The invoice includes documentary evidence supporting the amount of the

payment request, including but not limited to copies of any invoices from third parties.

- c) The invoice is calculated correctly and is accurate in all other manner.
- d) The Director of DPW has signed the invoice indicating that the Director of DPW reviewed the invoice and confirms that the invoice satisfies the above conditions.

MERA shall pay the County within thirty (30) calendar days after receipt of an invoice that satisfies the conditions set forth in the preceding paragraph.

In the event that MERA requests a review of DPW staff services and costs, DPW agrees to cooperate with MERA by providing all necessary documents and other information for such purposes.

- 3. Section 10 of the Agreement (Term of Agreement) is hereby amended in its entirety to read as follows:

“TERM OF AGREEMENT:

The term of this Agreement shall begin on the Effective Date and shall terminate on the date that is the earlier of June 30, 2020 or the date on which MERA provides written notice to DPW that the Project is complete and has been accepted by MERA. Upon mutual written agreement between the Parties, the Agreement may be renewed for successive one year periods. Either Party can terminate this agreement at any time by providing ninety (90) days written notice to the other Party. County shall be compensated for all services performed during the term of the Agreement, including the notice period.”

- 4. The third paragraph of Section 11 of the Agreement (Relationship between DPW and MERA) is hereby amended by revising clause (4) to read as follows:

“(4) any agreement that requires the payment of more than \$25,000.”

- 5. The fifth paragraph of Section 11 of the Agreement (Relationship between DPW and MERA) is hereby amended to read as follows:

“DPW shall cooperate with the MERA Executive Officer and MERA Deputy Executive Officer in their performance of the performance of the tasks described in the preceding paragraph, including but not limited to the timely provision of any information reasonably requested by the MERA Executive Officer or MERA Deputy Executive Officer. For the purposes of this Section, “timely” shall mean that within 7 days of a request, such information is provided to MERA, or DPW has provided MERA a date by which such information will be provided to MERA.”

- 6. Section 14 of the Agreement (Notices) is hereby amended to provide the address for MERA as follows:

“MERA: Executive Officer
Marin Emergency Radio Authority
c/o Town of Corte Madera
300 Tamalpais Drive
Corte Madera, CA 94925”

7. Exhibit A of the Agreement (Services to be Provided by County) is hereby amended to revise items g, i, and j in their entirety to read as follows:
 - “g. Attend all Project meetings and all MERA meetings at which the Project will be discussed, including any meeting for which a written or oral Project report is on the agenda, and any meeting at which the MERA Executive Officer requests DPW Project staff to attend.
 - i. Provide written monthly status reports on the Project to the Next Gen Project Oversight Committee regarding contracts entered into, the expenditures for each contract, adherence to the Project budget, adherence to on-time performance, including milestone checks.
 - j. Respond to requests from MERA for information about the Project, as provided in Section 5 of the Agreement.”
8. Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

[remainder of page intentionally left blank]

IN WITNESS whereof, the Parties hereto have executed this Third Amendment as of the day and year first written above.

Attest:

COUNTY OF MARIN

Clerk

By: _____
President, Board of Supervisors

Approved as to Form:

Deputy County Counsel

Attest:

MARIN EMERGENCY RADIO AUTHORITY

Secretary

By: _____
President, Governing Board

Approved as to Form:

General Counsel