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**EMERGENCY COMMUNICATIONS SYSTEM
MAINTENANCE AGREEMENT BETWEEN THE
MARIN EMERGENCY RADIO AUTHORITY (MERA) AND THE COUNTY OF MARIN**

THIS AGREEMENT entered into 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 (MERA), hereinafter referred to as "Authority" this _____ day of _____, 2005; and

WHEREAS, the Authority is a 25 member Joint Powers Agency organized under California law for the purpose of constructing and operating a countywide emergency radio system; and

WHEREAS, County Department of Public Works has the capacity to provide communication support services including but not limited to the following: programming, maintaining, supervising, repairing and adjusting communication equipment; and

WHEREAS, Authority desires to obtain the communication support services of Marin County Department of Public Works to install, maintain and repair the Authority's existing countywide emergency radio system.

NOW, THEREFORE, IT IS AGREED by and between County and Authority;

1. RECITAL:

That the above recital of facts is true and correct and is hereby incorporated into this agreement.

2. TO BE PROVIDED BY COUNTY:

County shall provide Authority with scope of services described in Exhibit A to support the Authority's communication system. County personnel performing services described in Exhibit A shall be trained in 480 MHz, trunked and simulcast industry practices and be familiar with Motorola installation standards R-56 and applicable OSHA and FCC safety standards.

3. TO BE PROVIDED BY AUTHORITY:

- A. If the Authority makes changes, additions, upgrades, replacements or reconfigurations to the existing equipment or software to the communications systems covered by this agreement, the Authority shall provide the County required manufactures training to facilitate the maintenance of said change, additions, upgrades, replacements or reconfigurations to the existing equipment or software. This training shall be provided to a minimum of three County technicians. Authority shall be only responsible to pay for trainers and training materials.
- B. Guarantee access to and make provisions for the County to enter upon public and private lands as required to perform their work.
- C. Make available all pertinent data and records for review.

4. EMERGENCY MAINTENANCE RESPONSE TIME:

Emergency maintenance for the Authority's Communication system, defined as any major alarm condition, loss of system access, or loss of the ability to process calls at an individual site, shall be available 24 hours per day. The County shall begin repairs to all emergency maintenance items within 1 hour's time of notification. The County shall notify the Authority of any condition requiring an emergency response. Additionally, the County shall notify the Authority when an emergency repair cannot be completed within a four (4) hour period. All non-emergency maintenance problems occurring Monday through Friday between 7:30 AM and 4:30 PM shall be responded to within one hour. A service log shall be kept on site and

updated whenever service of any kind is performed. The Authority site checklist shall be completed for each repair or maintenance item.

6. BOOKS OF RECORD AND AUDIT PROVISION:

County shall maintain records documenting all related maintenance actions including any maintenance actions requested by the Authority. These records shall include logs for each site and a repair and maintenance checklist included as attachment to this agreement. These records are available for review by the Authority on an annual basis.

7. AMENDMENT:

This contract may only be amended or modified by written agreement by the parties.

8. INDEMNIFICATION:

Each party agrees to indemnify, defend, and hold the other party harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of either party's willful misconduct or negligent performance of this Contract.

9. COMPLIANCE WITH APPLICABLE LAWS:

Each party shall comply with any and all federal, state and local laws.

10. FEES:

The fees for furnishing services under this Contract, specified in Exhibit B, are as follows:

- A. Maintenance The fixed-fee Maintenance fee amount, further described in Exhibit B, includes labor compensation for Preventative Maintenance and Corrective Maintenance. The total Maintenance fixed-fee amount of this Contract shall remain in effect for the entire term of the contract. This sum, as shall hereafter be increased or decreased each year effective on the first day of each fiscal year (July 1 through June 30) based upon the percentage of increase or decrease of the base salary of the employees providing service work for this Agreement. The cost for corrective maintenance parts shall be billed to MERA per Exhibit B.
- B. Programming The fixed-fee Programming fee amount, further described in Exhibit B, includes labor compensation for programming of Authority equipment. The total Programming fixed-fee amount of this Contract is \$78,750.00 and shall remain in effect until the Authority's communication installations are completed.
- C. Extra Work All services beyond the contracted allotments, described in Exhibit B, shall constitute Extra Work. The Authority shall be invoiced for all Extra Work performed at \$125.00 per hour, and the parties agree that this rate is subject to change pursuant to contract Section 10A.
- D. Credits For maintenance services not performed by the County, Authority shall be entitled to the credits specified in Exhibit A. The credit shall be at the same rate as described in Exhibit B, as modified under Section 10a above, or as actually paid by the Authority.

12. PAYMENT:

The County will invoice the Authority for fees as set forth in Exhibit B on a biannual basis (usually in November and May). The payment of fees under this Contract shall be due within thirty (30) calendar days of receipt of County's statement to the Authority. Preventative Maintenance fees as set forth in Exhibit B will be documented as described in Exhibit C. In the event any item is not documented as accomplished, those items will be deducted from invoice.

13. TERM OF AGREEMENT:

The term of this Agreement shall be for five (5) years commencing on the date written above, unless either party gives written notice of termination on or before ninety (90) days prior to the start of new fiscal year, or unless amended by the mutual consent of both parties. Absent action by the parties, this Agreement shall end on June 30, 2010.

14. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

15. CONDITIONS:

The term, covenants and conditions of this Agreement shall apply to and bind the successors or assigns of the parties hereto.

16. PRIOR AGREEMENTS:

This Agreement contains the entire agreement between the parties relating thereto. All prior negotiations or stipulations concerning its manner which preceded or accompanied the execution hereof are conclusively deemed to be superseded hereby, provided, however, that this Agreement may in the future, be altered by written agreement of the parties and not otherwise. Any claims for payments under prior fiscal year agreements are agreed to be satisfied by execution of this Agreement and payment of \$30,000 to the County

17. NOTICES:

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party, shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

Authority: Executive Officer
27 Commercial Blvd., Suite C
Novato, CA 94949

County: Marin County Public Works Department
3501 Civic Center Drive, Room 304
San Rafael, CA 94903

IN WITNESS whereof, the parties hereto have executed this Agreement the day and year first written above.

Attest:

County of Marin

Clerk

By _____
President, Board of Supervisors DATE

Approved as to Form

Marin Emergency Radio Authority

County Counsel

By _____
Executive Officer DATE

Approved as to Form

General Counsel

EXHIBIT A
SERVICES TO BE PROVIDED
BY COUNTY

The County will provide the services described below to the Authority.

PREVENTATIVE MAINTENANCE

Provide preventative maintenance, for Authority, will be provided on what is commonly called the Backbone. Preventative Maintenance includes a maximum of 1,658 hours and, unless otherwise specified, does not include materials. Equipment groups included in Preventative Maintenance are as follows: Prime Site, Microwave System and Mountain Top Sites

<u>Preventative Maintenance and Schedule:</u>	<u>Credits/value (display only– actual per Section 10D).</u>
Radio Shop - Weekly	
Verify Prime and Civic Center-Microwave Sites Operation	4 hours X \$125 X 1 site X 1 week = \$500 for each missed check
Check Status of Diagnostic Systems	
Check Alarms Status	4 hours X \$125 X 1 site X 52 weeks = \$26,000 If none done for year
Perform Necessary Backups	208 hours per year
Radio Shop – Monthly	
	<u>Value</u>
Base Station Power Output Check	
Verify Phasing	4 hours X \$125 X 1 site X 1 month X = \$500 for each missed check
Microwave Power Levels Check	
Microwave BER (Bit Error Rate) Inspection	4 hours X \$125 X 14 sites X 12 months = \$84,000 If none done for the year
	672 hours per year
Radio Shop – Quarterly	
	<u>Value</u>
VSWR Testing	
Site Cleanup	8 hours X \$125 X 1 site X 1 quarter = \$1,000 for each missed check
Fan and Filter Cleanup	
Battery Voltage Checks	
Battery Cleanup and Connection Check	
Antenna Visual Inspection	
Building Inspection – including safety items	
Generator Inspection	
Fuel Tank Inspection	8 hours X \$125 X 14 sites X 4 quarters = \$56,000 If none done for the year
DC Charger Voltage Check	
Microwave Antenna Inspection	448 hours per year
Microwave Air Pressure Inspection	
Desiccant Inspection	
Tower Inspection	
Power Supply Voltage Checks	
Receiver Sensitivity Check	
Multi-coupler Output Check	

Building Maintenance – Quarterly	<u>Value/Credits</u>
Change Filters on AC Units	5.5 hours X \$125 X 1 site =
Test AC Alarms	\$687.50 for each missed check
Test Security Alarm	5.5 hours X \$125 X 12 sites X 4 (four times
Test GFI Electrical Outlets	a year) = \$33,000
Test AC automatic cycle system	if none done for the year
	264 hours per year

- Inspect and Clean Roofs (Spring and Fall)
- Spray for weed control (Spring and mid Summer)
- Check Air Conditioning, run both systems
- Check grounds and Fence, clean as necessary
- Check lighting, relamp as necessary
- Inspect generator
- Run Generator and test transfer switch
- Inspect propane tanks
- Inspect exterior of buildings for graffiti
- Check and leak test propane lines
- Clean AC coils
- Clean and lube exhaust fans
- Calibrate AC thermostats
- Service doors and locks
- Clean, lube and exercise exhaust louvers
- Service Generator electrical components
- PM electrical panels

Garage – Annual	<u>Value/Credits</u>
Service all the generators	6 hours X \$125 X 1 site X = \$750 for
(to include the following parts:	each missed check.
Oil, Oil Filter, Fuel Filters and Air Filters).	6 hours X 11 sites X 1/year X \$125 =
	\$8,250 not done for the year
	66 hours per year

CORRECTIVE MAINTENANCE

Site reconnaissance, installation, and corrective maintenance on the existing Authority equipment; Prime Site, Microwave System, Mountain Top Sites.

Radio Shop Corrective Maintenance includes a maximum of 1,827 hours. All Corrective Maintenance parts and materials will be charged out on a corrective maintenance work ticket. If a major part needs to be purchased and is discovered during a preventative maintenance check, the technician will switch to a corrective action work order at that time and then replace/repair the part before continuing on with the preventative maintenance.

Corrective Maintenance for the Authority backbone system shall be available 24 hours per day. Emergency Corrective Maintenance, after hours call outs, (4:30 PM to 7:30 AM), will accrue time at a time and a half rate.

During corrective maintenance actions, if it is found that a piece of equipment that is covered under warranty by the Vendor, is faulty, all labor is accrued toward this agreement. The County will send and track said item to the respective repair facility. The County will document these costs on a corrective maintenance work ticket and be accrued as costs under this Agreement.

PROGRAMMING – CONVERTING EXISTING SYSTEM TO AUTHORITY

Programming, Testing and Calibration of new Authority Mobiles, Portables, Control Stations and System/Data Base Programming. There are allotted 630 hours for Programming in this contract.

Remove interference between current low-band radio system and new Authority radio system.

This is a one-time expense.

Programming a new or replacement mobile and portables for member agencies following system completion will not be an Authority expense.

NEW EQUIPMENT

The County Radio Shop shall program, test and calibrate all new Authority mobile and portable radios and new Authority control solutions that are a part of the original Authority equipment order. The programming of any additional equipment ordered by member agencies shall be billed directly to that agency under a separate Agreement.

This is a one-time only cost to Authority. All replacement mobile, portables or control station shall be programmed, tested and calibrated at the expense of the member agency and not Authority.

This cost will be charged to Authority project funds and shall be invoiced separately from other Authority maintenance expenses pursuant to Exhibit B.

EXTRA WORK

Other services as requested by Authority Executive Officer or Authority system engineer.

ONGOING MAINTENANCE OF AUTHORITY MEMBER AGENCIES MOBILE AND PORTABLE RADIOS

Any ongoing maintenance of installed mobile and portable radios shall be under a separate agreement between the member agency and the County of Marin.

DISPATCH CENTERS

Maintenance and repair of member agency dispatch centers is excluded from this Agreement.

EXHIBIT B
COMPENSATION OR FEES TO BE PAID
TO COUNTY

Included in these fixed-fee amounts are the hour allotments described below. Catastrophic failures, engineering system design or format changes, or significant projects exceeding these hourly a program allotments are to be billed as Extra Work, as described in Section 10 of this Contract, and billed to the Authority at the contract rate.

All parts and materials will be charged out on a corrective maintenance work ticket and are in addition to the fixed-fee amount of this Contract. Invoices for parts and materials shall be referenced against a specific work order. If a major part needs to be purchased and is discovered during a preventative maintenance check, the technician will switch to a corrective action work order at that time and then replace/repair the part before continuing on with the preventative maintenance.

Maintenance for the Authority's backbone network shall be available 24 hours per day. Emergency after hour call outs, (4:30 PM to 7:30 AM), will accrue time at a time and a half rate. Costs for emergency repairs may be incurred when it is not feasible to contact Authority staff. If Authority staff is unavailable in the event of system failure or significant coverage degradation, the County is authorized to invoice up to \$20,000 in materials.

PREVENTATIVE MAINTENANCE – All Divisions

Hours included – 1,658

Materials Included: generator oil, oil filter, fuel filter and air filter.

Fixed-Fee - \$207,250.00 (beginning with FY 2006-07)

CORRECTIVE MAINTENANCE – Radio Shop

Hours included – 1,827 (Services beyond the contract hour shall be billed as “extra work” pursuant to **Section 10(c).**)

Fixed-fee - \$228,375.00 (beginning with FY 2006-07)

PROGRAMMING – Radio Shop

Hours included – 630

Fixed-fee - \$78,750.00 (beginning with FY 2006-07)

The Authority will be invoiced for service in excess of that described above as Extra Work. The Authority will be invoiced or the cost all parts and materials, other than those specified above.

PAYMENT SCHEDULE

A. For Fiscal Year 2005-06 (beginning on July 1, 2005 only)

1. A shop rate of \$100 per hour for

1658 Preventative Maintenance Hours

1827 Corrective Maintenance Hours

630 Programming hours

4115 TOTAL HOURS

2. Total contract for FY 2005-06 - \$441,500

EXHIBIT C
SITE SERVERS CHECK LIST
TO COUNTY

Provide for services provided to the Authority, pursuant to the Agreement and as provided in Section 6, shall be in forms similar to the following:

1. Preventative Maintenance

<p><u>Weekly Radio Shop Service to MERA</u></p> <p>Date: _____</p> <p>Time Required: _____</p> <p>Name of Technician(s): _____</p> <p>Verify Prime and Civic Center-Microwave Sites Operation _____</p> <p>Check Status of Diagnostic Systems _____</p> <p>Check Alarms Status _____</p> <p>Perform Necessary Backups _____</p> <p>Needed Repairs/Parts _____</p> <p>Action Taken _____</p> <p>Signed: _____</p> <p>Printed: _____</p>
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<p><u>Monthly Radio Shop Service to MERA</u></p> <p>Date: _____</p> <p>Time Required: _____</p> <p>Name of Technician(s): _____</p> <p>Base Station Power Output Check _____</p> <p>Verify Phasing _____</p> <p>Microwave Power Levels Check _____</p> <p>Microwave BER (Bit Error Rate) Inspection _____</p> <p>Needed Repairs/Parts _____</p> <p>Action Taken _____</p> <p>Signed: _____</p> <p>Printed: _____</p>
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Quarterly Radio Shop Service to MERA

Date: _____

Time Required: _____

Name of Technician(s): _____

- VSWR Testing _____
- Site Cleanup _____
- Fan and Filter Cleanup _____
- Battery Voltage Checks _____
- Battery Cleanup and Connection Check _____
- Antenna Visual Inspection _____
- Building Inspection-including safety items _____
- Generator Inspection _____
- Fuel Tank Inspection _____
- DC Charger Voltage Check _____
- Microwave Antenna Inspection _____
- Microwave Air Pressure Inspection _____
- Desiccant Inspection _____
- Tower Inspection _____
- Power Supply Voltage Checks _____
- Receiver Sensitivity Check _____
- Multi-coupler Output Check _____
- Desiccant Inspection _____
- Needed Repairs/Parts _____
- Action Taken _____

Signed: _____

Printed: _____

Quarterly Building Maintenance Services to MERA

Date: _____

Site: _____

Time Required: _____

Name of Technician(s): _____

- Change Filters _____
- Test AC Alarms _____
- Test Security Alarm _____
- Test FGI Electrical Outlets _____
- Test AC automatic cycle system _____
- Inspect and Clean Roofs (Spring & Fall) _____
- Spray for weed control (Spring & Mid-Summer) _____
- Check Air Conditioning, run both systems _____
- Check grounds and fence, clean as necessary _____
- Check lighting, re-lamp as necessary _____
- Inspect generator _____
- Run generator and test transfer switch _____
- Inspect propane tanks _____
- Inspect exterior of buildings for graffiti _____
- Check and leak test propane lines _____
- Clean AC coils _____
- Clean and lube exhaust fans _____
- Calibrate AC thermostats _____
- Service doors and locks _____
- Clean, lube and exercise exhaust louvers _____
- Service generator electrical components _____
- PM electrical panels _____
- Needed Repairs/Parts _____
- Action Taken _____

Signed: _____

Printed: _____

Annual – Garage

Date: _____

Site: _____

Time Required: _____

Name of Technician(s): _____

Service the generator (to include the following parts: oil, oil filter, fuel filters and air filters

Needed Repairs/Parts _____

Action Taken _____

Signed: _____

Printed: _____

Corrective Maintenance Work Ticket

Date: _____

Site: _____

Time Required: _____

Name of Technician(s): _____

Reported Problems _____

Dispatch Time _____

Time Required _____

Action Taken/Parts Needed _____

Signed: _____

Printed: _____

Radio Shop Programming Services for MERA

Date: _____

Agency Equipment Programmed: _____

Name of Technician(s): _____

Services Provided: _____

Hours billed _____

Signed: _____