

MARIN EMERGENCY RADIO AUTHORITY

c/o Novato Fire Protection District

95 Rowland Way, Novato, CA 94945

PHONE: (415) 878-2690 FAX: (415) 878-2660

WWW.MERAONLINE.ORG

July 28, 2016

Ms. Mary Jane Burke
Marin County Superintendent of Schools
Marin County Office of Education
1111 Las Gallinas Avenue/P.O. Box 4925
San Rafael, CA 94913-4925

SUBJECT: Letter of Agreement for Use of MERA Public Safety and
Emergency Communications System and Radios

Dear Superintendent Burke:

This Letter of Agreement between the Marin Emergency Radio Authority and the Marin County Office of Education (MCOE), a non-MERA Member, authorizes MCOE and the 19 School Districts in the County to purchase 23 MERA radios (a combination of desktop/console units and portable radios) for use of the MERA System by 19 Marin County School Districts and MCOE locations.

MERA System and radio use is subject to the following terms and conditions:

1. Use: MCOE and its Districts' use of the MERA System and radios is limited to weekly tests to maintain user proficiency, coordinated drills and exercises approved by MERA and the Marin County Office of Emergency Services and during actual local and regional emergencies. MERA will create talk groups for MCOE and its Districts and determine other talk groups they can access. Public Safety use of the MERA System has priority. Primary emphasis will be for Districts to coordinate with their local Emergency Operations Centers (EOC). The MERA System and radios will only be used when schools are unable to contact MCOE and/or their EOCs by other means. MCOE is responsible and liable for the security of the radios purchased pursuant to this agreement.

MCOE and its Districts must comply with the "MERA Mutual Aid and Communications Plan" as amended periodically and all MERA Radio Policies Procedures. MERA may terminate MCOE and its Districts' use of the System and radios for any reason at MERA's sole discretion.

2. Training: MCOE and its Districts shall only permit use of the MERA System and radios by staff that have received MERA-approved training for use of the System and radios. Training shall be in accordance with MERA's End User Training Policy, adopted by the MERA Executive Board on 11/18/15, and as amended periodically.

MCOE shall designate a staff member to attend MERA "Train the Trainer" class and serve as the Trainer for all the Districts so that MCOE can conduct their own refresher classes.

A list of trained MCOE and District users will be provided to MERA annually.

3. Fees/Costs: MCOE shall be responsible for all radio purchase, startup, O&M and training costs. Additionally, MERA's Operations Officer may require annual on-site equipment testing at MCOE's expense. MCOE shall be responsible for MERA fees, if any, for non-member use of the MERA System. MERA's FY16-17 Non-Member Fee Schedule is currently zero. MERA adopts its fee schedule in May of each year in conjunction with its Annual Operating Budget. MERA shall notify non-member users six (6) months in advance of any rate change.

Upon completion of the Next Gen Radio System, MERA may bill to non-member users operations and maintenance costs associated with the Next Gen Radio System. MCOE agrees to pay its reasonable share of such costs, as specified by the MERA Executive Officer.

MERA may request the use of non-member user resources such as sites and facilities to enhance the MERA System for the benefit of all users. In consideration of the rights granted to MCOE and its Districts under this agreement, MCOE agrees to cooperate with MERA to provide such resources and any operational efficiencies.

MCOE agrees to allow Marin County to co-license on its' existing radio channel (KNJH407) at no cost to MERA. Said license will be co-licensed to Marin County as soon as practicable upon use of the MERA System.

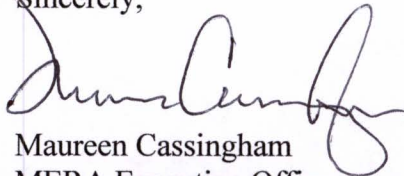
4. Interference: MCOE and its Districts' use of the radios shall not cause harmful interference with MERA's operations. At such time that MCOE and its District's use of the radios causes harmful interference, MCOE shall immediately take any and all actions to correct such harmful interference. If MCOE cannot correct such harmful interference within a reasonable amount of time, as determined in the sole and absolute discretion of the MERA Operations Officer, MCOE and its Districts must cease use of the radios.

5. Indemnity: To the fullest extent permitted by law, MERA and MCOE agree to hold harmless, indemnify and defend each other, their officers, agents and employees, from any and all liability, claims, suits, losses, demands, actions, expenses or any injury of damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs and any other costs of any nature without restriction, incurred in relation to, or as a consequence of, or arising out of, the use of the radios, and attributable to the fault of the party, the party's officers, agents or employees, or any officers, agents, or employees working under the direction and control of such party. This provision shall survive the termination of the uses of the radios.
6. No third party beneficiaries: This Letter of Agreement shall not be construed as, or be deemed to provide any benefit to any third party, and no third party shall have the right of action hereunder for any cause whatsoever.

MCOE agrees to the above terms and conditions as specified in the Letter of Agreement.

Enclosed are two signed original Letters of Agreement. Please return one signed original for MERA's records.

Sincerely,



Maureen Cassingham
MERA Executive Officer

Agreed and accepted:

By: Mary Jane Burke

Name: Mary Jane Burke

Title: Superintendent

RECEIVED
AUG 1 2016
MARIN COUNTY
SCHOOL DISTRICT