



MARIN EMERGENCY RADIO AUTHORITY
c/o Town of Corte Madera
300 Tamalpais Drive– Corte Madera, CA 94925
PHONE: (415) 927-5050
WWW.MERAONLINE.ORG

Governing Board
Regular Meeting Notice

DATE: Wednesday, September 24, 2025 **TIME:** 3:30pm

PLACE: Marin County Sheriffs Assembly Room, #200
1600 Los Gamos Drive
San Rafael, CA 94903

Teleconference participation is offered in the meeting via Zoom as a courtesy to the public. If no members of the Board are attending the meeting via teleconference, and a technical error or outage occurs on the teleconference feed, the Board will continue the meeting in public in the meeting place noted above.

Members of the public may observe and participate in the meeting remotely through the following link:

<https://zoom.us/j/95430548868>

(No pre-registration required - click on the link at the meeting start time)

You may also call: 1(408)638-0968 or 1(669)900-6833 (Webinar ID: 954 3054 8868)

Or iPhone one-tap: 14086380968,,95430548868# or 16699006833,,95430548868#

Members of the public may submit public comment by:

1. Emailing lbarrera@cortemadera.gov prior to or during the meeting -
2. Joining the meeting by Zoom and selecting the "Raise Hand" icon during the meeting; or
3. Joining the meeting by phone and dialing *9 to add yourself to the speaker queue.

If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans With Disabilities Act ("ADA"), please contact Lorena Barrera, Town of Corte Madera Clerk/Assistant to the Town Manager, at lbarrera@cortemadera.gov or (415) 927-5086. Notification at least 72 hours prior to the meeting will enable the Board to make reasonable accommodations to help ensure accessibility to this meeting.

MERA Governing Board Satellite Meeting Participation is allowed under the Brown Act. The following locations will be satellite options:

Stinson Beach Fire Station, 3410 Shoreline Highway, Stinson Beach, CA 94970
Inverness Public Utilities District, 50 Inverness Wy, Inverness, CA 94937
Mill Valley City Hall, 26 Corte Madera Ave, Mill Valley, CA 94941
Bollinas Fire Station, 100 Mesa Road, Bollinas, CA 94924
Ross Valley Fire Dept (Sta 19) 777 San Anselmo Ave, San Anselmo, CA 94960

AGENDA

CALL TO ORDER AND INTRODUCTIONS

The Governing Board may change the order for consideration of items on the Agenda.

A. Consent Calendar

All matters on the Consent Calendar are to be approved with one motion unless a Member of the Governing Board or the public requests that a separate action be taken on a specific item.

1. Approve Minutes from May 14, 2025, Governing Board Regular Meeting
2. MERA August 2025 Operations Budget Report and Fund(s) Update
3. Consideration and Approval of COC Application from Ben Snyder, Supervisorial District Number 1.

B. Regular Agenda

1. Report #129 on the Next Gen System (Plamondon-Receive Report)
2. MERA NG Asset Schedule (Plamondon-Presentation)
3. MERA Selected Site Review (Plamondon-Presentation)

C. Operations Reports

1. System Usage
2. MERA User Count Update and Mutual Aid Discussion
3. MOU Request US Marshals Service for Mutual Aid (Plamondon-Action)

D. Open Time for Items Not on agenda (limited to two minutes per speaker)

Anyone wishing to address the Governing Board on matters not on the posted agenda may do so. Each speaker is limited to two minutes. California Government Code Section 54954.2 provides that the Governing Board may not take action on, or even consider or debate, items not on the agenda except under narrow circumstances that meet statutory tests for emergencies or urgent items that arise after the agenda is published. Accordingly, any response to comments on non-agenda items will be limited to factual information or clarifying questions from staff or Governing Board members. The President may refer the matter to staff for further follow up, or elect to have the matter placed on an agenda for a future meeting.

E. Adjournment

NEXT: MERA Governing Board Regular Meeting
Wednesday – December 10, 2025 – 3:30pm

AGENDA AND STAFF REPORTS ARE AVAILABLE ONLINE AT: WWW.MERAONLINE.ORG

cc: TCM (for posting)

NERA Staff

General Counsel



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Governing Board
Minutes of May 14, 2025
Regular Meeting

CALL TO ORDER AND INTRODUCTIONS

Regular Meeting Called to Order by President Mark Pomi at 3:34PM at Marin County Sheriffs Assembly Room, #200, 1600 Los Gatos Drive, San Rafael, CA 94903

Agency	Board Member		Alternate #1		Alternate #2	
City of Belvedere	Jason Wu		Robert Zadnik			
Town of Corte Madera	Adam Wolff		R.J. Suokko			
Town of Fairfax	Rico Tabaranza	P			William Cade	
City of Larkspur	Shannon O'Hare		Julian Skinner			
City of Mill Valley	Todd Cusimano	P	Rick Navarro			
City of Novato	Kevin Jacobs	P	Tim O'Connor			
Town of Ross	Tom Gaffney					
Town of San Anselmo	Steve Burdo		Sean Condry		David Donery	
City of San Rafael	David Spiller		Glenn McElderry		Robert Sinnott	
County of Marin	Dan Eilerman	P				
City of Sausalito	Stacie Gregory		Brian Mather		Brandon Rodgers	P
Town of Tiburon	Michelle Jean		Jarrod Yee			
Bolinas Fire Protection Dist.	George Krakauer	V	Isaac Taylor		Steve Marcotte	
Inverness Public Utility Dist.	James Fox	V	Shelley Redding	V	David Briggs	
Kentfield Fire Protection Dist.	Mark Pomi	P	Ron Naso	P		
Marin Community College Dist.	Martin Langeveld	V	Eresa Puch			
Marin Transit	Kyle French		Mohamed Osman	P	Robert Betts	
Marin Water	Ben Horenstein		Don Wick			
Marinwood Community Services District	Eric Dreikosen					
Novato Fire Protection Dist.	L.J. Silverman	P	Michael Hadfield			
Ross Valley Fire Department	Dan Mahoney		Tim Grasser			

Southern Marin Fire Protection Dist.	Cathryn Hilliard	P	Chris Tubbs			
Stinson Beach Fire Protection Dist.	Jesse Peri	V	Robert Guidi		Carey Crosby	
Tiburon Fire Protection Dist.	Tommy Hellyer		Cheryl Woodford			
Central Marin Police Authority	Michael Norton	P	Hamid Khalili			

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Stinson Beach Fire Station, 3410 Shoreline Highway, Stinson Beach, CA 94970

Inverness Public Utilities District, 50 Inverness Wy, Inverness, CA 94937

Marin Community College District Police 700 College Ave, Kentfield CA 94904

Mill Valley City Hall, 26 Corte Madera Ave, Mill Valley, CA 94941

Bolinas Fire Station, 100 Mesa Road, Bolinas, CA 94924

Staff Present:

MERA Executive Officer
MERA General Counsel
MERA Operations Officer
Recording Secretary

Heather Plamondon
Trisha Ortiz
Todd Williams
Lorena Barrera

A. Consent Calendar

All matters on the Consent Calendar are to be approved with one motion unless a Member of the Governing Board or the public requests that a separate action be taken on a specific item.

1. Approve Minutes from February 26, 2025, Governing Board Regular Meeting
2. MERA March 2025 Operations Budget Report and Fund(s) Update
3. Approve MERA Meeting Schedule for FY25-26
4. Consideration and Approval of COC Application from Bruce Bartel, Supervisorial District Number 5.

MOTION: M/S/C (Eilerman/Jacobs) to approve consent

B. Regular Agenda

1. Report #126 on the Next Gen System Provided
2. Review and Approve Amendment to extend RGS Service Agreement for one year
 - **MOTION: M/S/C (Norton/Cusimano) to approve item.**
 - **Roll call vote** Ayes: All, Noes: None, Abstain: None
3. Review and Approve FY 25/26 Service Agreements with the County of Marin, Department of Public Works for Support and System Administration of the MERA Next Gen Systems
 - **MOTION: M/S/C (Hilliard/Osman) to approve item.**
 - **Roll call vote** Ayes: All, Noes: None, Abstain: None
4. Review and Approve Motorola Solutions Proposal for Cyber Security Monitoring and Management, Five Year Term
 - **MOTION: M/S/C (Eilerman/Jacobs) to approve item**
 - **Roll call vote** Ayes: All, Noes: None, Abstain: None

5. Review and Approve the FY 25/26 Operating Budget and Member Contributions

- Discussion about the expenses and changes to the Operating Budget, and also future planning for major expense changes based on the 10 year funding plan and term of Measure A.
- **MOTION: M/S/C (Eilerman/Jacobs) to approve item**
- **Roll call vote** Ayes: All, Noes: None, Abstain: None

C. Operations Reports

System Usage Report/Graphic Provided

D. Open Time for Items Not on agenda (limited to two minutes per speaker)

Anyone wishing to address the Governing Board on matters not on the posted agenda may do so. Each speaker is limited to two minutes. California Government Code Section 54954.2 provides that the Governing Board may not take action on, or even consider or debate, items not on the agenda except under narrow circumstances that meet statutory tests for emergencies or urgent items that arise after the agenda is published. Accordingly, any response to comments on non-agenda items will be limited to factual information or clarifying questions from staff or Governing Board members. The President may refer the matter to staff for further follow up, or elect to have the matter placed on an agenda for a future meeting.

E. Adjournment 4:34PM

**NEXT: MERA Governing Board Regular Meeting
Wednesday – September 24, 2025 – 3:30pm**

AGENDA AND STAFF REPORTS ARE AVAILABLE ONLINE AT: WWW.MERAONLINE.ORG

Marin Emergency Radio Authority
Budget vs. Actual - 30 Operating
July 01, 2025 through August 31, 2025

		<u>August 2025</u>	<u>Annual Budget</u>	<u>\$ Over Budget (Under Budget)</u>	<u>% of Budget Earned/Spent</u>	<u>% of Reporting Fiscal Year</u>
Ordinary Income/Expense						
Income						
5020	Contributions for Services - Agencies	\$ 3,068,325	\$ 3,068,325	\$ -	100%	17%
5200	Interest Earnings	-	1,000	(1,000)	0%	17%
5600	Transfer In	1,190	-	-	0%	17%
5650	Transfer Out	(62,757)	-	-	-	17%
Total Income		<u>3,006,759</u>	<u>3,069,325</u>	<u>(1,000)</u>	<u>98%</u>	<u>17%</u>
Expenses						
Contract Services						
6010	Professional Services	-	343,536	(343,536)	0%	17%
6020	Financial and Administrative Services	-	13,795	(13,795)	0%	17%
6030	Website	276	10,000	(9,724)	3%	17%
Total 6000 - Contract Services		<u>276</u>	<u>367,331</u>	<u>(367,055)</u>	<u>0%</u>	<u>17%</u>
County Systems Maintenance						
6110	Preventive and Corrective	-	531,162	(531,162)	0%	17%
6130	Parts, Materials, Factory Repairs	-	100,000	(100,000)	0%	17%
Total 6100 - County Systems Maintenance		<u>-</u>	<u>631,162</u>	<u>(631,162)</u>	<u>0%</u>	<u>17%</u>
County Technical Services						
6210	Training	-	-	-	0%	
6220	Technical Services	11,990	57,750	(45,760)	21%	17%
6230	Administrative Services	-	205,266	(205,266)	0%	17%
6240	Cyber Security	-	113,756	-	-	
Total 6200 County Technical Services		<u>11,990</u>	<u>376,772</u>	<u>(251,026)</u>	<u>3%</u>	<u>17%</u>

6300 County Communications	-	310,166	(310,166)	0%	17%
Site Rentals and Leases					
6400 Site Rentals and Leases - Other	124,623	817,195	(692,572)	15%	17%
6410 Rent and Operating Leases	<u>497</u>	<u>-</u>	<u>-</u>	<u>0%</u>	
Total 6400 Site Rentals and Leases	<u>125,120</u>	<u>817,195</u>	<u>(692,572)</u>	<u>15%</u>	17%
Site Utilities					
6430 Site Expenses	4,928	52,000	(47,072)	9%	17%
6460 Site Utilities - Other	1,418	-	1,418	-	17%
6480 Utilities - Electricity	<u>12,516</u>	<u>274,109</u>	<u>(261,593)</u>	<u>5%</u>	17%
Total Site Expenses	<u>18,862</u>	<u>326,109</u>	<u>(307,247)</u>	<u>6%</u>	17%
6500 Insurance	143,856	165,500	(21,644)	87%	17%
6600 Auditing Services	-	35,000	(35,000)	0%	17%
6620 Legal Services	-	20,000	(20,000)	0%	17%
6950 General Contingency	-	15,000	(15,000)	-	17%
6700 Miscellaneous Expenses	<u>78</u>	<u>5,000</u>	<u>(4,922)</u>	<u>2%</u>	17%
Total Expenses	<u>300,181</u>	<u>3,069,235</u>	<u>(2,769,054)</u>	<u>10%</u>	
Net Income	<u><u>\$ 2,706,577</u></u>	<u><u>90</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	

Marin Emergency Radio Authority
Cash Balances
8/31/2025

1030 · Cash - Marin County 30 - 8012 Operating	\$ 2,867,471
1032 · Cash - Marin County 32 - 8014 Project	87,139
1036 · Cash - Marin County 36 - 8015 Replacement	2,528,010
1037 · Cash - Marin County 37 - 8016 Emergency	500,000
1038 · Cash - Marin County 38 - 8127 Next Generation Project	1,674,548
1071 - US Bank 226055002 2024 Bond Parcel Tax Revenue	559,553
1072 - US Bank 226055001 2024 Bond Principal	446,970
1073 - US Bank 226055000 2024 Bond Interest	650,653
1081 · US Bank Interest 234778001	283,562
1082 · US Bank Principal 234778002	501,614
1083 · US Bank Surplus 234778003	6,550
1086 · US Bank Project Fund 234778006	1,487
1089 · US Bank Revenue 234778000	2,350
TOTAL	\$ 10,109,907



**Application for Appointment to
Marin Emergency Radio Authority (MERA)
Measure A Citizens Oversight Committee**

Name:	Ben (Benjamin) Snyder
Supervisory District:	District 1 - Mary Sackett
Phone:	[REDACTED]
Email Address:	[REDACTED]
Occupation:	Climate Change Advocacy Project Manager
Summary of Qualifications for Appointment (e.g., related experience with construction, business practices, project administration, accounting, budgeting, etc.)	
I bring over a decade of experience managing programs and projects across public, nonprofit, and startup environments, with a focus on sustainability, infrastructure, and community resilience. I've overseen grant-funded initiatives, tracked complex budgets, managed multi-stakeholder partnerships, and led project development from concept to implementation. My background includes climate adaptation research for municipal governments, program administration at early-stage ventures, and ongoing board leadership with Sustainable San Rafael. I'm familiar with public agency processes and committed to transparency and accountability in public infrastructure investments.	
Summary of reasons for applying:	
I'm deeply interested in the systems that support emergency preparedness and response at the community level. As I explore a potential career shift into emergency management and climate resilience infrastructure, I see this oversight role as a way to contribute locally while learning from the inside. MERA's mission is critical to public safety in Marin, and I'd value the opportunity to support its accountability, performance, and long-term success.	
Applicant to confirm the following: Please initial.	
Confirmation of Marin County Property Taxpayer Status: BS	
Confirmation that applicant is not an elected official or an employee of and Agency or Organization that oversees or benefits from Measure A Parcel Tax Expenditures: BS	
Willingness to commit at least 2 hours per quarter to COC work for a 4 Year term: BS	

TO: MERA Governing Board

FROM: Heather Tannehill-Plamondon, Executive Officer

SUBJECT: Report # 129 on the Next Gen System (Accept Report)

Recommended Action: For information or discussion only

Background:

1) Project Schedule: The following is based on the schedule dated 9/11/2024.

Description	04/28/22 Baseline	04/11/24 Update	4/20/25 Update
Site Work and Tower Turnover – Complete	09/25/23	03/04/24	NC
P25 Installation – Complete	09/08/23	04/26/24	05/31/24
Microwave Install, Optimize and Test – Complete	10/13/23	04/29/24	05/8/24
Perform System Functional Testing – Complete	12/11/23	07/18/24	07/19/24
Perform CATP (Coverage Testing) – Complete	03/14/24	08/15/24	08/14/24
Dispatch Site Installations – Complete	04/16/24	08/08/24	09/3/24
Acceptance Test- Complete			9/6/24
Jail DAS Complete			10/8/24
Field User Cutover/Public Safety – Complete	05/01/24	10/03/24	10/4/24
Field User Cutover/Public Service-Complete			10/31/24
Fire Station Alerting (CO#1) -Complete		11/14/24	
Fire Station Alerting IP Connectivity		8/5-7/25	
Beneficial Use (post 30 Day Burn In) -Complete			1/2025
Gen One Decommissioning			5/31/25
Final System Acceptance* (documentation only)	10/08/24	06/24/25	9/30/25

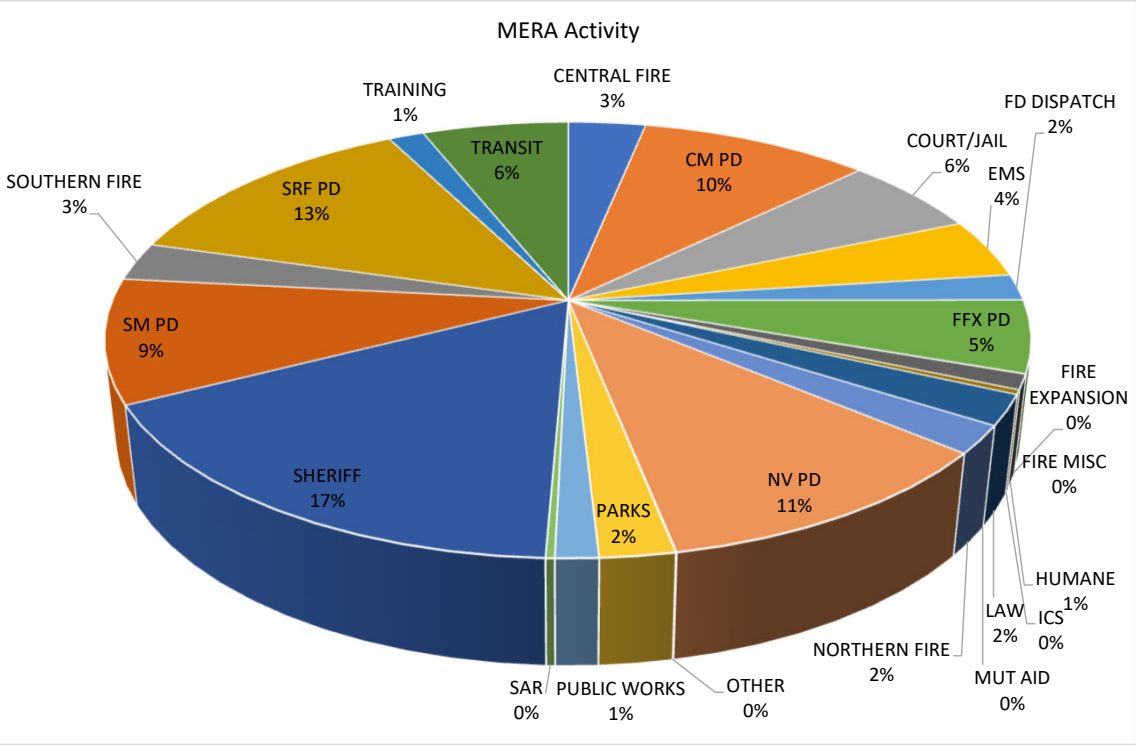
2) Key Project Summary Details:

- Fire Station Antennas have all been replaced (Motorola expense), spares for in progress Building renovations in storage (Sta 20 and Sta 10)
- The decommissioning of Gen One is complete, all materials recycled, Mt Tam antenna work completed.

Report Date August 2025

Agency	Radio Calls	Call Time	Busy Time	Percent Usage
CENTRAL FIRE	7,666	16:29:02	0:00:00	3.20%
CM PD	21,263	49:21:40	0:00:00	9.58%
COURT/JAIL	18,235	30:03:15	0:00:00	5.83%
EMS	3,538	22:41:46	0:00:00	4.41%
FD DISPATCH	3,675	10:01:31	0:00:00	1.95%
FFX PD	12,213	27:30:39	0:00:00	5.34%
FIRE EXPANSION	16	0:05:05	0:00:00	0.02%
FIRE MISC	18	0:02:58	0:00:00	0.01%
HUMANE	2,365	5:41:36	0:00:00	1.11%
ICS	710	1:42:15	0:00:00	0.33%
LAW	5,124	11:30:44	0:00:00	2.23%
MUT AID	13	0:01:09	0:00:00	0.00%
NORTHERN FIRE	4,850	10:38:44	0:00:00	2.07%
NV PD	24,553	55:39:37	0:00:00	10.81%
OTHER	46	0:05:42	0:00:00	0.02%
PARKS	5,152	11:25:18	0:00:00	2.22%
PUBLIC WORKS	3,105	6:32:17	0:00:00	1.27%
SAR	645	1:22:27	0:00:00	0.27%
SHERIFF	36,469	86:32:53	0:00:00	16.80%
SM PD	19,754	47:18:15	0:00:00	9.18%
SOUTHERN FIRE	6,877	14:36:42	0:00:00	2.84%
SRF PD	30,044	66:52:18	0:00:00	12.98%
TRAINING	2,557	7:33:35	0:00:00	1.47%
TRANSIT	12,576	31:17:18	0:00:00	6.07%
Totals	221,464	515:06:46	0:00:00	100.00%

Category	Radio Calls	Call Times	Busy Time	Percent Usage	Category Descriptions
LAW TOTAL:	167,655	374:49:21	0:00:00	72.77%	All Law Enforcement Agencies
FIRE TOTAL:	23,102	51:54:02	0:00:00	10.08%	All Fire Enforcement Agencies
PUBLIC WORKS TOTAL:	3,105	6:32:17	0:00:00	1.27%	All Public Works Agencies
MUTUAL AID TOTAL:	658	1:23:36	0:00:00	0.27%	911, EOC, EOM, SAR, Fair
PUBLIC SERVICE TOTAL:	26,234	78:45:15	0:00:00	15.29%	EMS, Transit, Schools, Training, Parks
ICS TOTAL:	710	1:42:15	0:00:00	0.33%	Interop Incident Command
	221,464	515:06:46	0:00:00	100.00%	



- Spares Inventory is completed, MERA has purchased some extra parts from the project order at a discount to round out the inventory, arrived and added to inventory.
 - Working with the Radio Shop to ensure procedures are in place for warranty and maintenance efforts.
 - AT&T First Net Pilot for Coverage Assistance in Dillon Beach failed due to incompatible devices.
- 3) Fire Station Alerting:
- All Stations have IP/VPN installed and operational. Filters are all installed.
- 4) Connectivity:
- MERA Network: EOF, NPD, FFX and SRRPD Dispatch connected and proven (AT&T).
 - COMCAST has been installed NPD, FFX and SRP and tested.
 - All remote dispatch centers and the MERA Core now have redundant connectivity on the MERA IP Network.
- 5) Sites:
- Motorola and Radio Shop have completed “Final Documentation” Site visits to get all drawings and pictures updated for the final system manual that will be due to MERA at Project Close (September 2025)
- 6) Cyber Security solution has been ordered, shipped and has started to be installed on site:10/1/25 on-line date.
- 7) Project Expense and Contract Change Order Reconciliation:
Report out on additional expenditures within EO spending authority:
- Motorola CO #41, Misc parts from Project for Spares_\$11,121.00

Radio Interoperability Memorandum of Understanding (MOU)
between the United States Marshal, Pacific Southwest
Regional Fugitive Task Force and
the MARIN EMERGENCY RADIO AUTHORITY

The Marin Emergency Radio Authority ("MERA" or "Grantor") and United States Marshal, Pacific Southwest Regional Fugitive Task Force (USM or "Grantee") enter this Memorandum of Understanding ("MOU") dated 10-1-2025, by which MERA provides to Grantee permission to operate Grantee's hand-held and installed mobile radios on MERA's P25 radio system known as the MERA Next Generation Communications System (the "System") for the purposes and according to the terms and conditions specified in this MOU.

1. Term of the MOU. This MOU shall become effective on the date it is fully executed by both parties, and it shall remain in effect until December 31, 2030 unless terminated pursuant to Section 24 of this MOU.
2. Purpose. This MOU is to provide for radio interoperability required in the field for Grantee's authorized personnel to communicate with Members and Participants of MERA with whom its personnel work on a regular and recurring basis within Marin County.
3. Authorized Personnel. Only Grantee's personnel are authorized to use the programmed radios and transmit on the MERA talkgroups and channels under this MOU, and Grantee shall prevent any unauthorized personnel from using those talkgroups and channels.
4. Authorized Use. Grantee's authorized personnel may use the MERA talkgroups and channels only (1) when working with MERA Members or Participants on or during joint operations, (2) during Priority 1 circumstances as defined in the CLEMARS system priority guidelines (disaster and extreme emergency operations for mutual aid and interagency communications), and (3) during Priority 2 circumstances as defined in the CLEMARS system priority guidelines (emergency or urgent operations involving imminent safety of life or protection of property). With the prior approval of MERA, Grantee may also use the MERA talkgroups and channels for training purposes during joint training events with MERA Members or Participants.
5. Talkgroups and Channels. This MOU authorizes Grantee and its authorized personnel to access and transmit only on the following talkgroups and channels, MERA (Regional Interoperability) Talkgroups: NB-CALL, NB-INT1, NB-INT2, NB-INT3, NB-INT4, NB-INT5. ~~Access to the Conventional Gen One channels will be allowed based on existing agreements and agreed upon programming until such time that the transition to the Next Gen System occurs.~~
6. Radio Capabilities. Grantee must obtain its own radios capable of operation on a Motorola Phase 2 Digital TDMA P25 system with the most current version upgrade installed in order to

access talkgroups on the System. FDMA Radios will not be permitted for use on the MERA Next Gen System.

7. Radio System Maintenance and Upgrades. Grantor may perform periodic system upgrades and/or decommission parts of the System. Grantor will make best effort to ensure the System is backward compatible with Grantee's radios, however, Grantor cannot guarantee that the Grantee's radios will be supported throughout the life of the MOU.
8. Radio Programming. Grantee shall ensure all programming is done with an authorized System Key, and is coordinated with the County of Marin Radio Shop to ensure accuracy. Grantee shall be responsible for all maintenance and repair costs for its radios used under this MOU.
9. Radio Identification Sheet. Grantee shall provide the Marin County Radio Shop with a completed Radio Identification Sheet that includes information on every radio used under this MOU, so Grantor can properly identify transmissions and radio IDs of Grantee's subscriber units and personnel accessing Grantor's network if needed. The Radio Identification Sheet shall include the following information:
 - a. Agency
 - b. Radio Brand
 - c. Radio Serial #
 - d. Radio ID #
 - e. Radio Alias
 - f. Radio Call Sign
 - g. Radio Assigned To: Name (Last, First, MI)
 - h. 24/7 Person Of Contact for any issues with the Radio

Grantee shall provide an updated Radio Identification Sheet to the Marin County Radio Shop within 15 calendar days of any changes, including retirement of radios, substitution of radios, or changes in authorized personnel currently assigned to a radio.

10. Lost or Stolen Radio. In the event that a radio programmed for access to the System is lost or stolen, Grantee shall immediately, and in any event no later than 24 hours, contact the Marin County Radio Shop and advise them of the Radio ID number assigned to the lost or stolen radio for deactivation of access to the System. If the radio is subsequently found, Grantee shall notify the Marin County Radio Shop and the radio may be enabled again for operation on the System if the original radio has not been subsequently substituted on the System by a different radio.
11. Radio Identification. Grantee must ensure its personnel identify themselves on the radio channel using the call sign provided in the Radio Identification Sheet.

12. Patching Prohibited. Grantee shall not permit its personnel to use frequency bridging equipment, a dispatch console, or any other mechanism to “patch” or link any MERA talk groups to any other system, channel, sub-system or communications bridging equipment.
13. Communication Over Radio. Grantee agrees that its personnel will use plain language when communicating on MERA talk groups. In the event of inappropriate language or behavior, or misuse of the radio system by any of Grantee’s personnel, Grantor may revoke and disallow that individual from accessing the System, or may terminate this MOU and disallow all of Grantee’s radios from use within the System. If this should occur, Grantor shall notify Grantee in writing of this revocation prior to deactivation.
14. Disabling Radios. Grantor may disable a Grantee radio temporarily or permanently in Grantor’s sole discretion. Examples of when Grantor may determine to disable a radio include, but are not limited to, (1) the radio is malfunctioning, (2) Grantee’s authorized personnel assigned to that radio is using the radio in violation of this MOU, or (3) the radio is in any way interfering with the Grantor’s communications.
15. CLETS Transactions Prohibited. Grantee will not run or request to run any CLETS transactions on the System. Should Grantee require a CLETS transaction, it will switch to its primary channel to request the transaction through its agency ORI.
16. Access to MERA Records. If Grantee seeks access to MERA records regarding radio transmissions, it shall submit a written request to the MERA Executive Officer. The request shall specify the CAD or incident number (if known), the date and location of the incident, and the name, phone number and address of a Grantee contact who is authorized to obtain the information. Grantee agrees to treat any unredacted material as confidential, to the extent permitted by law, and to use any records it obtains only for official purposes.
17. Notices. Unless otherwise specifically provided herein, all notices and other communications shall be in writing, addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered, or (c) sent via email:

To MERA:

Marin Emergency Radio Authority
PO BOX 159
Corte Madera, CA 94967-0159
Attention: Heather Plamondon, Executive Officer
Email Address: hplamondon@rgs.ca.gov

To U.S. Marshals Service Senior Inspector Chris Tamayo :

Address Christopher.Tamayo@usdoj.gov

Address
Address
Email Address:

From time to time either party may designate a new address or recipient for notice for purposes of this Section 18 by written notice to the other party.

18. Indemnification. Grantee agrees to protect, defend, and hold harmless Grantor and its elected or appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with Grantee's use of the System under this MOU, performance under the MOU by Grantee, Grantee's agents, officers, employees, subcontractors, or independent contractors hired by Grantee. The only exception to Grantee's responsibility to protect, defend, and hold harmless Grantor, is due to the sole negligence of Grantor. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The insurance policy limits do not limit the amount of indemnification that may be provided by Grantee.

This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the Grantee to indemnify the Grantor shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

19. No Guaranty or Warranty of Performance. Grantor does not guarantee or warranty that the MERA System will function completely or properly for Grantee. Grantor assumes no responsibility or indemnity for any radio calls that are lost, dropped or unable to be made using any radios covered by this MOU.
20. No Assignment or Subcontracting. Grantee may not subcontract or assign any rights, duties or obligations under this MOU. Any agreement made in violation of this provision shall confer no rights on any party and shall be null and void.
21. Independent Agencies. None of the provisions of this MOU are intended to create, and none shall be deemed or construed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of the MOU. Neither party nor its employees is an employee of the other party; nor is either party or its employees entitled to any of the benefits and protections afforded to employees of the other party. The parties to this MOU shall have no authority, express or implied, to act on behalf of any signatory in any capacity whatsoever as an agent. The parties shall have no authority, express or implied, pursuant to this MOU to bind each other to any obligation whatsoever. The parties agree that the provisions of this MOU are not intended to directly benefit any third party, and shall not be enforceable by any person or entity not a

party to this MOU. This MOU is not intended to confer any legal rights or benefits on any person or entity other than the parties to this MOU.

22. **Proprietary or Confidential Information of MERA and Third Parties.** Grantee understands and agrees that in accessing and using the System under this MOU, Grantee may have access to private or confidential information that may be owned or controlled by MERA or to which MERA has authorized access, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to MERA or to third parties. Grantee agrees that all information disclosed by MERA to Grantee or to which Grantee has access by virtue of this MOU shall be held in confidence and used only in performance of the MOU.
23. **Modification of MOU.** This MOU may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this MOU.
24. **Termination.** Either party may terminate this MOU for any reason at any time upon 10 days written notice to the other party.
25. **Entire MOU.** This MOU sets forth the entire MOU between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 23, "Modification of MOU."
26. **Severability.** Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
27. **MOU Made in California; Venue.** The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for any litigation relative to the formation, interpretation and performance of this MOU shall be in Marin County, CA.

IN WITNESS WHEREOF, the parties hereby have executed this MOU on the dates specified herein.

GRANTOR:
MARIN EMERGENCY RADIO AUTHORITY

By: _____
Heather Tannehill-Plamondon

Title: Executive Officer

Date: _____

Approved as to form:

Trisha Ortiz, General Counsel MERA

GRANTEE:
XXXXXXXXXXXXXXXXXXXXXX

By: _____
XXXXXXXXXXXXXX

Title: _____

Date: _____

MOU MERA Radio Interoperability blank revised 10-16-22

Adopted by MERA GB 10-26-22