

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment ("First Amendment") to Agreement, dated as of MARCH 19, 20 21, is by and between the COUNTY OF MARIN (Tax I.D. Number 94-6000519), a political subdivision of the State of California (hereinafter referred to as "COUNTY") acting by and through its Sheriff's Office and the ROSS VALLEY FIRE DEPARTMENT for its Fire Department (hereinafter referred to as "AGENCY").

RECITALS

WHEREAS, COUNTY and AGENCY entered into that certain Agreement, dated MARCH 19, 20 21 for COUNTY to provide normal and customary services related to the performance of public safety communications dispatching services, including, but not limited to emergency and routine calls for service, telephone answering services, radio communications, and computer data entry related to said services; and

WHEREAS the COUNTY is required by policy to recover costs for providing services to other local government agencies; and

WHEREAS, in the judgment of the COUNTY and AGENCY, it is necessary and desirable to amend the Agreement to extend the term to JUNE 30, 20 22, and for additional compensation for these services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section IV. A. of Exhibit A concerning Other General Provisions is hereby deleted and replaced with the following language:

A. This agreement shall commence on the date of initial contract execution, the term of which shall continue through June 30, 2022. No later than November 1, 2021, representatives of COUNTY and AGENCY shall meet to decide whether to renew this, or a modified agreement to allow this agreement to terminate on June 30, 2022.

Should COUNTY and AGENCY agree to renew or modify this agreement, the term of the new contract shall commence July 1, 2022, and end June 30, 2023. Thereafter, the agreement will automatically renew for a one (1) year period each and every year, unless terminated by COUNTY or AGENCY, as described below.

COUNTY, AGENCY, and all other CONSORTIUM agencies shall have the right to terminate this agreement, by giving written notice of that intent to the other parties in the manner stated in Section IV(I) no later than December 30 of each calendar year. Once the required notice of intent to terminate has been provided to all parties, the agreement, along with all rights and obligations attached thereto, shall terminate effective June 30 the following calendar year. However, the parties' obligations to indemnify pursuant to this

Agreement, as specified in Section J, below, shall survive the termination of this Agreement.

Notification by AGENCY or by any other CONSORTIUM agency of its intent to terminate this agreement shall result in a re-negotiation of the cost sharing formulas established by COUNTY and agreed to by AGENCY within thirty (30) calendar days of the written notice of intent to terminate being provided to all of the parties. The revised cost sharing formula will account for the loss of revenue heretofore collected by COUNTY from the terminating agencies and shall spread that cost between the remaining agencies on a prorated basis. The total amount of revenue collected shall continue to equal the full cost to COUNTY for providing the number of full time equivalent (FTE) employees and any additional administrative fees agreed to in this contract. At the conclusion of that re-negotiation, the remaining CONSORTIUM agencies may elect to renew the agreement, subject to the terms described above, or terminate the agreement, termination of which shall occur on the same date as the termination of the agency giving notice of intent to terminate in accordance with the immediately preceding paragraph. On the date of termination, the COUNTY shall immediately cease rendering the services required by this Agreement, and the following shall apply:

1. AGENCY shall pay COUNTY at the termination of the Agreement any and all bills outstanding for the services rendered by COUNTY to the date of termination pursuant to this Agreement. COUNTY shall furnish to AGENCIES such financial information as, in the judgment of the AGENCY, is necessary to determine the amount due for the services rendered by COUNTY. The foregoing is cumulative and does not affect any right or remedy which AGENCY or COUNTY may have in law or equity.

2. COUNTY may terminate its services under this Agreement upon one hundred and eighty (180) calendar days written notice to the AGENCY, without liability for damages, if COUNTY is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by AGENCY, provided that COUNTY has first provided AGENCY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than twenty (20) working days within which time AGENCY may cure the alleged breach.

3. AGENCY may terminate its services under this Agreement upon one hundred and eighty (180) calendar days advance written notice to COUNTY, upon any material breach of the Agreement by COUNTY, provided that AGENCY has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than twenty (20) working days within which time the COUNTY may cure the alleged breach.

2. Section IV. I. of Exhibit A concerning Other General Provisions is hereby deleted and replaced with the following language:

I. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and

shall be deposited in the United States Mail with postage thereon fully prepaid, and addressed to the party to be served as follows:

If to COUNTY:
 Board of Supervisors, County of Marin
 Civic Center, Room 315
 3501 Civic Center Drive
 San Rafael, CA 94903

and to:

Sheriff, County of Marin
 1600 Los Gamos Dr., Ste 200
 San Rafael, CA 94903

If to AGENCY:
 Jason Weber, Fire Chief
 Ross Valley Fire Department
 777 San Anselmo Avenue
 San Anselmo, CA 94960

Each party shall provide the other with telephone and written notice of any change of address as soon as practicable. Notices given by personal delivery shall be effective immediately.

3. Section IV. K. of Exhibit A concerning Other General Provisions is hereby deleted and replaced with the following language:

K. RESPONSIBLE PARTIES

A. County of Marin

Name	Rank	Function	Office	Fax	Email
Robert T. Doyle	Sheriff	Department head	499-7250	507-4126	S_doyle@marinsheriff.org
Jamie Scardina	Undersheriff	Assistant dept. head	499-7249	507-4126	J_scardina@marinsheriff.org
Scott Harrington	Captain	Bureau Commander	499-7469	507-4126	S_harrington@marinsheriff.org
Heather Costello	Communications Manager	Division Manager	473-2304	499-3636	H_costello@marinsheriff.org

B. Ross Valley Fire Department

Name	Rank	Function	Telephone	Fax	Email
Jason Weber	Fire Chief	Department head	258-4686	258-4689	jweber@rossvalleyfire.org

4. Section B of Exhibit B concerning Determination of Cost of Services is hereby deleted and replaced with the following language:

B. Determination of Cost of Services.

1. COUNTY provides several types of services to local government agencies, including emergency telephone answering and dispatching services, as well as providing local agencies with access to the CAD system for use by those agencies personnel.
2. COUNTY owns, operates and maintains a Computer Aided Dispatch (CAD) system for use by agencies directly dispatched by MARIN COMM as well as for use by other agencies that operate their own dispatch center. Using data from the CAD information system (MIS), COUNTY will determine the amount of activity handled by MARIN COMM for AGENCY within their jurisdiction for a twenty-four (24) month period. This information is displayed in Appendix A, Section 2, in the columns labeled "24M CAD Activity". This activity is exclusive of any response to mutual aid request occurring outside AGENCY's jurisdictional boundary.
3. COUNTY utilizes formulas based on CAD activity to determine the allocation of costs for services rendered to AGENCY and others by MARIN COMM. The costs of these services will be incorporated into the annual charge to AGENCY by COUNTY for services described in Exhibit A. Appendix A of this Exhibit (B) contains the fiscal year 2020-2021 formulas and costs for AGENCY and others contracting for dispatching and/or CAD services.
4. The CAD activity data displayed in Appendix A, Section 2 in the column labeled "24M CAD Activity" of this EXHIBIT B will be refreshed each January and will include an accounting of all the CAD activity, as described in Section B, Paragraph 3, of this Exhibit B, for the two full calendar years preceding that calculation.
5. AGENCY will pay COUNTY for AGENCY'S percentage of the cost of the CAD Service Maintenance Agreement, plus a five (5) percent administrative fee as determined by the overall activity on the CAD system. Appendix A, Section 2, Column A displays the percentage of use of the CAD system for all entities operating from the CAD system.
6. In addition to the CAD Service Maintenance Agreement, entities contracting for fire dispatch service will pay COUNTY for the full salary and benefit cost of twelve (12) full-time Communications Dispatcher II employees, fifty percent cost for one (1) Technology Support Specialist III, and one (1) full-time Assistant Communications Manager plus a five percent (5%) administrative fee. Agency will pay COUNTY for the twelve (12) Communications Dispatchers' contractually mandated holidays to be paid at one and a half times the dispatchers' base rate of pay in accordance to the dispatchers' Marin Association of Public Employees (MAPE) memorandum of understanding (MOU).

- a) Appendix A, Section 1 displays the personnel costs for FY 2020-2021
- b) Appendix A, Section 2, Column C displays the overall CAD activity for fire departments and districts, law dispatch agencies, and identifies each AGENCY's respective percentage of use of the full time employees mentioned in this section, and each AGENCY's share of that cost.
- c) For the city of Mill Valley, the total costs for services for the fire department and the police department are incorporated into their annual cost for dispatch service.
- d) For the city of Sausalito, the fire department costs are included into the separate agreement between COUNTY and the Southern Marin Fire Protection AGENCY for the term of their contract to provide fire and EMS service to the city of Sausalito.

7. CAD Enhancements.

- a) COUNTY will coordinate improvements and enhancements to the CAD periodically.
- b) If AGENCY or others benefit from the improvement or enhancement, they will share in the cost of these changes with other agencies that benefit by the change. For example, an enhancement that only benefits one agency will be paid for by that agency, but if the enhancement benefits all agencies, all will pay their share, based on the formula in Appendix A, Section 2, Column A.
- c) Depending on how agencies are benefited by an enhancement or change in the CAD, COUNTY may develop a special formula to pay for that particular change, such as fire departments only, or grouping of police departments.
- d) In no circumstance will COUNTY allow improvements or enhancements to the CAD that will be paid for by AGENCY or others without the express written consent of AGENCY'S authorized representative.

5. Appendix A of Exhibit B concerning Agencies Served and Cost for Services is hereby deleted and replaced with the following language:


APPENDIX A

AGENCIES SERVED AND COST FOR SERVICES

SECTION 1 – PERSONNEL

Fire Dispatch Factor Description	Item	5%	Total
Communications Dispatcher II (12 positions; full salary and benefits as of FY 2021-2022)			
Assistant Communications Manager (1 position; full salary and benefits as of FY 2021-2022)	2,220,530	111,026	2,331,556
Technology Services Specialist III (1 position; full salary and benefits as FY 2021-22)			

SECTION 2 – AGENCY COSTS (Excel spread sheet Marin CAD Activity 24M-v2.1)

 DRAFT FY 20/21 CAD Maintenance & Dispatch Services Cost																	
	24 Months CAD			Southern Marin Police 5.5 FTE			Central Marin Police 5 FTE			Fire Dispatch Service			Special Contract			Total Per Agency	
	24M CAD Activity	Pctg	Cost	24M CAD Activity	Pctg	Cost	24M CAD Activity	Pctg	Cost	24M CAD Activity	Pctg	Cost		Cost	CAD/Dispatch Total	5% ADM FEE	ANNUAL Cost
Consortium Agencies	388,859	100%	\$ 274,988	100,055	100%	\$ 825,234	89,482	100%	\$ 750,213	64,885	100%	\$ 1,717,223	\$ 7,100	\$ 3,574,797	\$ 178,738	\$ 3,753,499	
Belvedere PD	12,527	3.24%	\$ 8,904	12,527	12.62%	\$ 103,310		0.00%						\$ 112,214	\$ 5,611	\$ 117,825	\$ 29,456.26
Central Marin	89,482	23.13%	\$ 63,606			\$ -	89,482	100.00%	\$ 750,213					\$ 813,819	\$ 40,691	\$ 854,510	\$ 213,627.44
Marin SO	126,081	32.59%	\$ 89,621			\$ -		0.00%						\$ 89,621	\$ 4,481	\$ 94,102	\$ 23,525.56
Mill Valley PD	40,297	10.42%	\$ 28,644	40,297	40.27%	\$ 332,328		0.00%						\$ 360,972	\$ 18,049	\$ 379,021	\$ 91,755.26
Sausalito PD	27,154	7.02%	\$ 19,302	27,154	27.14%	\$ 223,938		0.00%						\$ 243,240	\$ 12,162	\$ 255,402	\$ 63,850.52
Tiburon PD	20,087	5.19%	\$ 14,278	20,087	20.07%	\$ 165,657		0.00%						\$ 179,935	\$ 8,997	\$ 188,932	\$ 47,233.02
Central Marin FD	6,944	1.79%	\$ 4,938	0		\$ -		0.00%		6,944	10.70%	\$ 183,777		\$ 188,713	\$ 9,436	\$ 198,149	\$ 49,537.25
Kentfield FD	2,312	0.60%	\$ 1,843	0		\$ -		0.00%		2,312	3.56%	\$ 61,189		\$ 62,832	\$ 3,142	\$ 65,974	\$ 16,493.39
Marin County FD*	6,346	1.64%	\$ 4,511	0		\$ -		0.00%		0	0.00%	\$ -		\$ 4,511	\$ 226	\$ 4,736	\$ 1,184.11
Mill Valley FD	4,346	1.12%	\$ 3,089	0		\$ -		0.00%		4,346	6.70%	\$ 115,020		\$ 118,109	\$ 5,905	\$ 124,014	\$ 31,003.59
Novato FD	14,624	3.78%	\$ 10,395	0		\$ -		0.00%		14,624	22.54%	\$ 387,034		\$ 397,429	\$ 19,871	\$ 417,300	\$ 101,325.00
Ross Valley FD	5,994	1.55%	\$ 4,261	0		\$ -		0.00%		5,994	9.24%	\$ 158,635		\$ 162,896	\$ 8,146	\$ 171,040	\$ 42,760.12
San Rafael FD*	19,891	5.14%	\$ 14,139	0		\$ -		0.00%		19,891	30.66%	\$ 526,428		\$ 540,567	\$ 27,028	\$ 567,595	\$ 141,898.81
Southern Marin FD	7,930	2.05%	\$ 5,637	0		\$ -		0.00%		7,930	12.22%	\$ 209,873		\$ 215,509	\$ 10,776	\$ 226,285	\$ 56,571.20
Tiburon FD	2,844	0.74%	\$ 2,022	0		\$ -		0.00%		2,844	4.38%	\$ 75,268		\$ 77,290	\$ 3,864	\$ 81,154	\$ 20,288.59
Point Reyes NPS		0.00%	\$ -	0		\$ -		0.00%					\$ 7,100	\$ 7,100	\$ 355	\$ 7,455	\$ 1,863.75

6. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

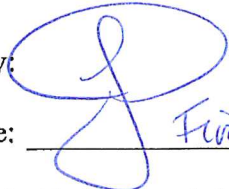
“COUNTY”

COUNTY OF MARIN

“AGENCY”

ROSS VALLEY FIRE DEPARTMENT

By: 
 Title: Sheriff

By: 
 Title: Fire Chief

By signing above, signatory warrants and represents that he/she executed this First Amendment in his/her authorized capacity and that by his/her signature on this First Amendment, he/she or the entity upon behalf of which he/she acted, executed this First Amendment.