

AGREEMENT FOR 9-1-1 EMERGENCY COMMUNICATIONS & DISPATCH SERVICES

This Agreement for 9-1-1 Emergency Communications and Dispatch Services (“Agreement”) is made and entered into as of the date of last signature, by and between the County of Marin, a political subdivision of the State of California (hereinafter “County”) and _____, a municipality or district (hereinafter “Public Entity”), collectively the “Parties.”

RECITALS

WHEREAS, the Parties desire to participate in a countywide public safety communications and emergency 9-1-1 dispatch system, hereinafter “System,” consisting of all necessary 9-1-1 call taking, logging, dispatching, communications, and other related services and technology for fire, emergency medical, and other services;

WHEREAS, the Parties desire to collaborate as partners to better serve the public with the understanding that a formal structure will enable the County to work with representatives of the Parties and users of the System to achieve clear policy direction and consistent coordination regarding emergency dispatch services;

WHEREAS, the County, through its Marin County Fire Department under the governance of the Board of Supervisors, is willing and able to furnish such services through a mutually agreeable cost sharing plan;

WHEREAS, the Parties agree that there will be County owned and/or licensed equipment and resources such as, but not limited to, facilities for housing staff or equipment; radio communications sites, radio consoles, frequencies, radio equipment, telephone system(s), a computer aided dispatch system and other shared infrastructure that exists today and may be installed in the future;

WHEREAS, the Parties desire to work in partnership to provide direction and decision-making on items such as operations, budget, strategy, and vision as they pertain to the County’s provision of emergency call taking, non-emergency call taking, fire, and medical dispatching, and associated emergency communications services; and

WHEREAS, the County has previously provided these services pursuant to a written Agreement.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the certain terms shall be defined as follows:

Assets: Real estate, structures, equipment, and intellectual property dedicated to, used by, or

generated for use in the 9-1-1 communications system and associated emergency services. “County Assets” include property purchased or otherwise acquired by the County, including but not limited to starting costs and other costs where Users may have provided payment. “System Assets” include property purchased or otherwise acquired by the User directly without County assistance. Users who contribute to the purchase, acquisition, or generation of an Asset do not hold ownership rights in that asset. Assets, including County Assets and Systems Assets, do not include Public Entity Data.

County: The County has several roles as administrator of the System, provider of services, and as a recipient of services. A “County Service Department” refers to a department of the County that directly bills Emergency Communications for services.

County Board of Supervisors: The Board of Supervisors for the County of Marin, pursuant to Government Code section 25000, is the governing body for the County. It has final authority regarding all aspects of the 9-1-1 services and System.

Emergency Command Center (ECC): A facility designated to receive and process requests for emergency assistance, which may include 911 calls, determine the appropriate emergency response based on available resources, and coordinate the emergency response according to a specific operational policy.

Fiscal Year: The Fiscal Year for the County of Marin from July 1 of each year to June 30 of the following year.

Major Equipment or System Upgrades: Periodic replacement or upgrades to equipment, hardware, and software necessary to operate the 9-1-1 communications system and associated emergency services.

Public Entities: All municipalities or districts agreeing to an Agreement for 9-1-1 Emergency Communications & Dispatch Services with the County.

Public Entity Data: Public Entity service data, including call recordings and incident data.

Standards Group: The Standards Group is comprised of certain officers/officials of the fire protection agencies in Marin County that advise fire chiefs and fire agencies regarding operational matters.

Startup Costs: Expenditures necessary for the ECC to start operating, as determined by the County.

User(s): Any entity directly receiving emergency communications services from the County through ECC, including County Departments, such as but not limited to, the Emergency Medical Services vendor utilized by the County of Marin, and including the public safety departments and sub-entities of the Parties to this Agreement. The Parties understand and agree that each Party may have one or more Users of ECC services pursuant to this Agreement.

2. DIRECTOR OF THE EMERGENCY COMMAND CENTER

The Director of the ECC is a County officer who works within the Marin County Fire Department. The duties of the Director of the ECC (“Director”) are to plan, organize, coordinate, administer, and direct all activities of the ECC.

The Director is selected by the Marin County Fire Chief. In the selection of the Director, the Marin County Fire Chief shall seek concurrence from the Executive Committee, but the Marin County Fire Chief shall retain authority to select, hire, evaluate, discipline, and release the Director. In reviewing the performance of the Director, the Marin County Fire Chief shall consult with the Executive Committee, and may receive a written statement from the Executive Committee regarding the Director’s performance in meeting the standards herein, which shall become part of the overall review, but all personnel evaluation decisions regarding the Director shall be the sole purview of the Marin County Fire Chief.

The Director shall consult with the Executive Committee in matters related to ECC operational priorities, policies and problem solving. ECC operational decisions shall be the sole purview of the County, acting through the Director.

Where services are provided or administered by the ECC, and are not used by all the Parties, the representatives of those Parties using the respective services shall have primary responsibility for recommending operational policies with respect to those services. These policies shall not conflict with County-wide policies, with Marin County Fire Departmental policies or with ECC-specific policies. Any costs of special services shall be the responsibility of the Party(s) using those services. County shall determine policy on unique services used by specified Parties, considering their recommendations, made pursuant to this provision.

3. EXECUTIVE COMMITTEE

Membership of the Executive Committee shall consist of four (4) total members: the County Fire Chief and three (3) Fire Chiefs from the Public Entities, who shall be selected by the Marin Fire Chiefs’ Association. The Marin Fire Chiefs’ Association shall select at least one (1) Fire Chief from a city/town Public Entity and at least one (1) Fire Chief from a fire district Public Entity. The Executive Committee shall meet monthly and additionally as needed. Membership term will be determined by the Marin Fire Chiefs’ Association.

Key responsibilities of the Executive Committee include:

1. Developing and recommending operational requirements for ECC provided services and infrastructure improvements to the Director, as well as reviewing recommendations from the Standards Group. The Executive Committee shall have the authority to approve the addition of certain call-taking / dispatch related services as specified in Section 4 of this Agreement.
2. Assisting the Director to resolve issues, develop protocols, investigate technologies, and address other operational issues associated with emergency communications and dispatch

services.

3. Providing recommendations to the Director on operational policies, goals, future expenses, and operational enhancements, including those that have budgetary implications.
4. Receiving reports from the Director on service goals and the status on meeting those goals, as well as issues that could affect costs to Public Entities and Parties.
5. Reviewing the annual budget, the annual audit of expenses, and any revenue.
6. The Executive Committee shall have the authority to approve or reject the acquisition of Major Equipment or System Upgrades, as specified in Section 9 of this Agreement.
7. The Executive Committee shall have the authority to determine the allocation of the collective 76% of Annual Operating Costs amongst Public Entities, as specified in Section 10 A. 3. of this Agreement.
8. Reviewing and recommending any expansion of dispatch services to additional agencies beyond those originally contracted with.
9. Recommending cost apportionment and Startup Costs for any Public Entity new to the Agreement and not included in the Startup Costs allocation in Table 1 below, including potential money credited back to the Parties.

The Executive Committee may appoint *ad hoc* Committee(s) as necessary to advise it on technical matters or to consider special issues.

In advance of addition of new technology or services that increase costs to Public Entities, the Executive Committee shall identify and recommend cost sharing and funding mechanisms as set forth in Section 10. This shall include technology and services that are funded by grants but that may have future additional costs such as for maintenance. The County shall not require additional contributions of the Public Entity outside the Cost Sharing Plan of Section 10 and the 9-1-1 Reserve Account of Section 9 without the written consent of the Public Entity.

4. COUNTY OBLIGATIONS

The County shall provide all answering services for fire and emergency medical calls made to the Emergency 9-1-1 telephone number.

The County shall provide all answering services for calls made to Users' non-emergency, secondary telephone numbers, but excluding regular business telephone numbers.

The County shall dispatch User fire, and emergency medical field units and shall provide associated services, including status reporting and activity reports.

The County shall provide guidance on the treatment of emergency calls identified as “medical calls” received by ECC.

The County shall, upon agreement with the individual Parties, provide responses to urgent or emergency data inquiries made by Users’ field units.

The County shall provide after-hours dispatch of User’s non-public safety (administrative) staff in accordance with operating procedures mutually agreed to by the User and County.

The County shall provide other additional public safety call taking/dispatch related services to Users as recommended by the Standards Group and approved by the Executive Committee. Costs associated with the additional services shall be borne by the User agencies pursuant to written agreement.

The County shall provide and maintain all necessary consoles, and telephone systems, located in the ECC. The County shall operate, maintain, and otherwise manage all telecommunications sites and transmission media that interface with MERA radio system and are identified as components of the System that are necessary to facilitate the common, countywide public safety communications and emergency 9-1-1 dispatch system.

All other mobile, base, and remote radio and data transmission equipment and terminals designed to serve an individual User exclusively shall be provided for and maintained at that User’s expense.

County shall coordinate, administer, and maintain all systems to benefit all Parties and Users, including development of standard operating procedures that may include training of Parties’ and Users’ staff to meet their responsibilities. All systems shall be maintained and operated consistent with applicable federal, state, and local laws, rules, and regulations such as the State of California Department of Justice and Federal Communications Commission.

County, on behalf of all Parties, shall continue to seek grant opportunities, shall make applications for grants and other external sources of funds with authorization by the County Board of Supervisors, and shall utilize any such funds received to proportionately offset all Parties’ portion of project expenses.

County shall provide technical expertise in emergency communications and dispatch services and as well as associated administrative services such as, but not limited to, human resources, budgeting, auditor, treasurer, and technical support.

County shall timely notify the Executive Committee about pending County labor negotiations, County salary and benefit increases, County layoffs, County observance of winter recess, and similar, in so far as such issues could impact the delivery or costs of emergency communications services pursuant to this Agreement. County may consider input provided by the Executive Committee regarding the effects of such issues on their interests.

With the approval of the County Board of Supervisors, County shall be the signatory on

agreements with third-party vendors for services such as, but not limited to, support of systems required under this Agreement.

County shall provide appropriate management and supervision for all emergency communications and dispatch services including associated administrative services. The Standards Group may identify alternate options for services that would otherwise be provided by County. Any alternative services determined feasible by the Standards Group may be recommended to the Executive Committee and ultimately the County, which shall consider such recommendations in good faith subject to limitations of law.

The County shall bill to Public Entities all costs associated with providing 9-1-1 emergency call taking, non-emergency call-taking, fire dispatch, emergency medical dispatch, and other emergency communications or associated services in accordance with this Agreement.

The County shall support, participate in, and cooperate with financial and programmatic audits and reviews of the ECC as recommended by the Executive Committee.

For direct and indirect costs incurred under this Agreement, the County shall bill each Public Entity, together with invoices or other available supporting documents in a timely manner and in accordance with this Agreement.

5. RESPONSIBILITIES OF THE USERS AND PARTIES

Each Party shall assist the County by communicating issues regarding the management and operation of the emergency communications system and system components and shall provide technical and operational input necessary for effective design and use of the System to meet individual and collective needs.

Each Party shall be responsible for communicating with its constituents and governing bodies about the emergency communications systems.

Each Party shall, at its own cost, be responsible for the procurement, maintenance, and replacement of its assets that are not System Assets. Such assets must be (1) compatible with the systems used by the ECC, (2) serve an individual User, and (3) used by that User's personnel at that Party's expense. Each Party shall pay all costs associated with those assets.

Each Party using Mobile Data Communications System (MDCS) equipment shall, at its own cost, be responsible for procurement and utilization of equipment that is compatible with and will interface with the ECC's system in place at that time. Parties and Users, at their own cost, shall be responsible for coordinating connectivity with the County.

Each Party shall comply with future operational requirements. This may include but is not limited to required operational agreements, training, or upgrades of systems to comply with state or federal requirements.

Where requested by the Director and/or the Executive Committee, all Parties shall cooperate in

seeking grants or supporting the acquisition of external funding such as grants or earmarks. If any portion of the emergency communications system is funded with monies received by any Party pursuant to a contract with the State or Federal government, all Parties shall comply, as required, with all the provisions of said contract, to the extent applicable to each Party. The Director shall distribute grant terms to all Parties. Upon request, the Party which is the grantee shall deliver a copy of said contract or grant or earmark documentation to any requesting Party at no cost to the requestor.

6. TERM, WITHDRAWAL AND TERMINATION OF THE AGREEMENT

The Effective Date of this Agreement shall be the date that the County signed this Agreement, which occurs after the Public Entity has signed the Agreement. The beginning date of services under this Agreement shall be July 1, 2024.

This Agreement shall remain in effect until terminated in accordance with the terms in Section 6 A. or 6 B. In addition, this Agreement may be voluntarily terminated by mutual agreement of the Parties in writing at any time. Where the Parties mutually agree to terminate this Agreement, the notice period may be waived.

If a Public Entity withdraws pursuant to this Section, the Agreement shall remain valid for those Public Entities that have elected to remain in this Agreement and any costs that are shared among the Public Entities shall be reallocated to reflect proportionate share for the Public Entities continuing to participate. All efforts shall be made to reduce service levels and associated costs to remaining Public Entities in the event of a party withdrawal. All costs allocated to the withdrawing Public Entity for the remainder of the Fiscal Year that a Public Entity withdraws in is the responsibility of the withdrawing Party.

In the event of withdrawal by a Public Entity which is providing resources (such as licenses, site, or other resources) to the benefit of all Users, that resource shall be left intact and in service and that Public Entity shall negotiate in good faith with the County and remaining Users for continuing use of that resource.

A. Voluntary Withdrawal.

A withdrawing Public Entity shall provide the County, Director, and the Executive Committee with written notice of intent to withdraw no fewer than five hundred forty-eight days before July 1 of the Fiscal Year in which the Public Entity's withdrawal shall be effective. A voluntary withdrawal shall be effective only on July 1 of a Fiscal Year. The withdrawing Public Entity shall provide the Executive Committee with a written timetable for withdrawal and a proposed description of the way the withdrawal will be conducted. The withdrawing Public Entity's plan for withdrawal shall minimize disruption to other Parties and Users. The withdrawing Public Entity shall provide any other appropriate information requested by the Executive Committee or the Director, to allow the development of strategies to mitigate disruption to the remaining Users and County. The Executive Committee and Director may modify the proposals for withdrawal.

Such withdrawing Public Entity shall continue to fund its portion of the budget pursuant to this

Agreement through the effective date of withdrawal and shall continue to perform all its obligations pursuant to this Agreement through the effective date of withdrawal.

A withdrawing Public Entity that elected to pay its Startup Costs over 15 years shall pay the remaining balance of its Startup Costs no later than 12 months prior to the date the Public Entity's withdrawal is effective. The withdrawing Public Entity shall remain responsible for any services that shall continue to be provided, including regional dispatch services and for any outstanding debt service costs incurred in support of emergency communications System Assets.

Should County elect to voluntarily withdraw from the Agreement, the County shall provide written notice of intent to withdraw to all other Parties no fewer than two years prior to the effective date of the withdrawal. The County shall provide the Executive Committee with a written timetable for withdrawal and a proposed description of the way the withdrawal will be conducted. The County shall work with the Executive Committee to minimize disruption to other Parties and Users.

In the event of the County's voluntary withdrawal within the first 15 years of the Agreement, Public Entities who paid the fifteen-year Startup Costs on a lump sum basis shall be refunded a portion of the lump sum paid Startup Costs, at a rate of 6 and 2/3% per year for each year remaining from the fifteen years, after subtraction of the time between the Effective Date and the effective date of the County's withdrawal.

If the withdrawing Party is an Executive Committee member, that Party's membership on the Executive Committee ends immediately upon notice of withdrawal unless otherwise agreed to in writing by the Executive Committee.

B. Termination for Cause.

The County, in consultation with the Director, may terminate the participation of any Public Entity or User for cause, including a Public Entity's failure to fully fund or fully pay costs, as well as any other breach of this Agreement (default). Cause for termination includes noncompliance with any requirement imposed upon the Parties as specified in this Agreement.

The Termination for Cause process shall include the following steps:

1. The Parties will follow the Dispute Resolution Process outlined Section 14 of this Agreement.
2. Written notice by the Director or their designee to the Public Entity, with a copy to Executive Committee members. Such notice shall advise the Public Entity of the reason for possible termination. The notice shall further advise that the Public Entity may cure its default within thirty (30) days of the notice to avoid termination.
3. If the defaulting Public Entity begins to cure such default, the thirty (30) day cure period may be extended by additional thirty (30) day extensions, at the discretion of Director, for as long as the defaulting Public Entity continues to diligently prosecute such a cure to completion.

The County may terminate the defaulting Public Entity's participation in the emergency communications system or to take other appropriate measures (e.g., lien).

If the County determines that services provided under this Agreement be terminated, the termination shall be effective 90 days after step 3 in the Termination for Cause process above. The County retains final authority and discretion to terminate a defaulting party and to determine the date that services provided under this Agreement shall be terminated.

A Public Entity terminated by the County for cause shall remain liable for its portion of System costs and Startup Costs, as well as applicable damages, collection costs, and interest.

The terminated Public Entity forfeits all other rights. If the terminated Public Entity holds a seat on the Executive Committee, that seat shall be reassigned immediately upon termination notice.

Rights of Remaining Parties. The Executive Committee may recommend that the County reallocate system costs proportionally among the remaining Parties. A Public Entity that has been terminated by the County or that has withdrawn from participation shall not be entitled to refund of any costs that it has incurred for the System to the date of termination.

7. SERVICE QUALITY AND CONDITIONS

The quality of System services to be provided to all Parties and Users shall, in the absence of explicitly adopted exceptions, be equal to or above established industry standards. The adopted standards and best practices shall be based upon those established by APCO, NFPA, NENA, POST, ISO, Cal OES 911 Branch, and others identified by the Executive Committee. In those areas where there are no industry standards, or where the established standard is not appropriate for Marin County, the Director shall recommend standards and advise the Executive Committee regarding budgetary, service level and other resources required to meet those standards. The Executive Committee shall consider those recommendations and agree to appropriate System standards in good faith.

Emergency Communications systems performance shall be measured in accordance with those standards developed as indicated above. The Director shall report at least annually to Parties and Users regarding performance. The Executive Committee shall review the level of performance being achieved for each Public Entity/User and for the whole operation in comparison to the standards and in comparison, to the levels of performance achieved in previous periods. Established standards shall be achieved for each member Public Entity/User and for the System. In reviewing System performance, the Executive Committee shall consider staffing, technology, or other limitations impacting the ability to meet standards. The reporting interval may differ for different standards. At least annually, however, the comprehensive set of measures shall be reported to the Parties and Users and shall be reviewed by the Executive Committee.

The County shall evaluate the feasibility of accreditation by appropriate accrediting groups, (i.e., CALEA, APCO, etc.), considering the investment of County staffing levels and County resources required. Final decision regarding pursuit of accreditation shall remain in the sole

discretion of the County. The accreditations referred to by this provision of this Agreement do not refer to or include accreditation of the County's ambulance services provider.

The Executive Committee shall consider requests from Users desiring increased levels of service; such requests may be recommended to the Director, subject to staffing and other constraints, based upon the User's agreement to pay the incremental costs of those enhanced service levels.

Procedures related to dispatch operations shall be developed by the Director, with input from the Executive Committee and Standards Group. Any dispute or conflict regarding a dispatch procedure shall be resolved by the Director.

The Director or Director's designee shall promptly investigate all complaints received from any User or citizen and shall respond in a timely manner to the complaining party. The Director shall regularly report to the Executive Committee with a summary of complaints received and their resolution and shall provide additional information to individual Users involved in a complaint upon request.

8. BUDGET DEVELOPMENT PROCESS

Program and budget related decisions shall be developed by the County with input from the Executive Committee and ECC staff. The County Board of Supervisors shall have final authority over program and budget related decisions.

The Executive Committee shall review the ECC's annual budget request prior to County's budget hearings. The County shall provide all relevant information, including information about indirect costs, in a timely manner, allowing sufficient time for the Executive Committee to evaluate and make requests for information.

The Director shall provide reports on future budgets, current year budget management and cost control, personnel (recruitment, hiring, retention), and special project status on an ongoing and annual basis as requested by the Executive Committee.

County Administrator's Office staff shall present ECC annual forecasts and recommended budgets for the County Board of Supervisors' consideration, including information on alternative funding/service levels and County Service Department charges.

9. 9-1-1 RESERVE ACCOUNT

The purpose of the 9-1-1 Reserve Account is to fiscally support Equipment Replacement, acquisition of Major Equipment and/or Systems Upgrades (such as the purchase or subscription to a new Computer-Aided Dispatch software), and to spread out major expenditures over time, thereby reducing the need for large assessments to the Parties. The 9-1-1 Reserve Account will enable the Parties to better prepare budgets and facilitate long term fiscal planning.

In alignment with business best practice, the ECC shall, as soon as practical, maintain at least

10% of the annual operating budget in a reserve account. This account shall be funded by Reserve Contributions and any surplus contributions left at Fiscal Year-end for the ECC. Once the reserve account is funded to 10%, any further surpluses will be reported to the Director and Executive Committee, who shall create a plan to use any surpluses for Major Equipment or Systems Upgrades. The 9-1-1 Reserve Account may also be used to fund any deficit between Parties' contributions and actual expenditures.

The Executive Committee shall have the Authority to approve or reject the acquisition of Major Equipment or Systems Upgrades and related expenditures. In the event the Executive Committee rejects Major Equipment or Systems Upgrade(s), the County shall no longer be bound by the delivery and standards of services outlined in section 4 of this Agreement.

The ECC shall regularly report accounting for the 9-1-1 Reserve Account to the Executive Committee. As authorized by the County Board of Supervisors, the 9-1-1 Reserve Account will be for expenditures as recommended by the Director, with final determination on expenditures to be made by the County and will be maintained in an interest-bearing fund, until the funds are expended.

Funds in the 9-1-1 Reserve Account shall be readily accessible to the ECC to use for appropriate expenditures that benefit the Parties and Users.

The Director shall present 9-1-1 Reserve Account accounting reports to the Executive Committee as requested.

Accumulation of interest in the 9-1-1 Reserve Account will accrue to the benefit of the 9-1-1 Reserve Account and/or Major Equipment or Systems Upgrades.

10. COST SHARING PLAN FOR PARTIES AND USERS

A. Annual Operating Costs.

The "Annual Operating Costs" are defined as the annual costs of operating the ECC, as determined by the County, including staffing, technology maintenance and use, administrative services, and the delivery of dispatch services. Annual Operating Costs can also include reserve contributions, and any additional contributions to offset prior year(s) differences between budgeted and actual expenditures.

The County shall pay 24% of the Annual Operating Costs. Public Entities shall collectively pay 76% of the Annual Operating Costs, plus a 3.5% administrative fee which applies only to the Public Entities' collective 76% share of Annual Operating Costs. Each Public Entity's share of the Annual Operating Costs shall be subject to the contribution formula set forth below. Should a new Public Entity enter into a contract with the County for emergency communication and dispatch services during an annual budget period, the Parties shall meet and agree on all costs and service-level impacts.

1. Public Entities' Contribution Formula:

The Director shall prepare Public Entities' cost contributions in January of each year using the "Contribution Formula Definitions" outlined below. The Executive Committee shall review cost contributions no later than the end of February. The Director shall communicate contribution amounts to Public Entities for the following Fiscal Year by March of each year. Each Party's contribution amount shall be determined by the following formula. The initial contribution amounts for the initial Fiscal Year is attached as Exhibit A.

2. Contribution Formula Definitions:

Contribution for each Party to this Agreement shall be calculated by the Director by using the following information:

- a. Total Incidents: Number of CAD events for the previous two calendar years (Jan 1 – Dec 31), excluding event types that do not require a response, including but not limited to drills, alarm/sprinkler test information, controlled burns, fire watch, information call for the fire departments, and others as determined by the Standards Group and communicated to the Director.
- b. Population: Official decennial census from the U.S. Census Bureau for the Marin County area, as available on Marin Map.
- c. Public Entity's percent of Total Incidents: Incidents assigned to a Public Entity through its "DGroup" designation as determined through the Computer Aided Dispatch software, divided by Total Incidents for the same time period = B
- d. Public Entity's percent of Population = Census population for a specific Public Entity divided by Marin County Population = C
- e. Annual Proposed Budget = The projected costs of operating the ECC for the following Fiscal Year, including salaries, services and supplies, insurances, reserve contributions, and any additional contributions to offset prior year(s) differences between budgeted and actual expenditures.
- f. Annual Proposed Budget of the ECC (July – June) times 76% = A
- g. Administrative Fee: 3.5% of the Public Entity's share of the ECC Annual Operating Costs

3. Calculation of Each Participating Public Entity's Contribution:

The amount of each Public Entity's contribution shall be calculated as follows:

Public Entity's share of Annual Operating Costs= { [(A x B) x 0.5] + [(A x C) x 0.5] } *1.035

In addition to the foregoing formula, the County may, after consultation and recommendations with the Executive Committee, augment the formula on a *pro rata* basis to include provisions of special funding for any purpose such as, but not limited to, adding to the 9-1-1 Reserve Account, supporting needed projects to replace software, hardware, dispatch furniture, tenant improvements, etc. Withdrawals from the 9-1-1 Reserve Account shall be recommended to the County through the Director.

The County may consult with the Executive Committee and may choose to select other source documents to replace those defined in the Formula Definitions above if the County determines that the new documents provide more accurate information.

If the Public Entities seek to change the Contribution formula, other than the County's contribution rate of 24%, the Executive Committee shall make a recommendation to the Public Entities and, communicate it to the ECC Director in writing, signed by all Public Entities, before January 1st for application in future Fiscal Years.

B. Payment of Annual Operating Costs, Delinquency and Disputes

Payment: ECC shall invoice each Party separately, in December and April of each year for Annual Operating Costs, and other special charges to Parties and Users. The payment shall be due ("Due Date") thirty (30) days after the billing date.

Invoices shall be sent via email to the email address listed in the signature block of this Agreement, unless County makes other agreement with the Public Entity. Mailing addresses and email addresses may be changed only with written notice, via U.S. Mail or email, to the Director.

Delinquency: If a Party does not pay its fees for service as set forth above on or before the Due Date, the amount unpaid shall be deemed delinquent. A "Delinquency Fee" in the amount of two percent (2 %) of the delinquent amount shall be added to the amount owed and charged to the Party at the discretion of the County. The delinquency fee shall be applied to the amount owed (the amount owed includes any previously added delinquency fee) every thirty (30) days until such time the bill is paid in full. If a Party does not pay the delinquent amount and any delinquency fee within ninety (90) calendar days from the Due Date, the County is authorized to withhold and offset from any lawful source whatsoever otherwise due to the Party, including the regular apportionment of property tax revenue, an amount sufficient to satisfy the delinquent amount and delinquency fees.

Billing Dispute: If a Party or Parties dispute payment owed to County, each Party shall notify County within 15 calendar days of its receipt of its invoice. This notice shall include sufficient details about the dispute for County to review and act. County shall provide any requested information within 15 calendar days. If County is unable to respond within 15 calendar days, the Party disputing the billing shall be relieved of any delinquency payment until 15 days after the information is provided.

C. Startup Costs.

“Startup Costs” are defined as all expenditures necessary for the ECC to start operating, as determined by the County, including:

-Cost of MCFD-hired personnel working or training to open and operate the ECC up until the official opening of the ECC, including fees, salaries and benefits, cost of obtaining licensing and certifications, cost of performing testing and backgrounds etc.

-Purchase of technology systems and software, furniture, materials, equipment or services, including consulting, subscription, and maintenance services as operationally or administratively necessary for operating the ECC, up until the close-out of the ECC facility’s construction project, as determined by the County

-Cost of “Tenants Improvements” and all other costs related to construction of the ECC facility, up until the close-out of the ECC facility’s construction project, as determined by MCFD.

One year after the issuance of the certificate of occupation for the ECC facility, Startup Costs expenditures will be reconciled with previously invoiced costs. Within 60 days, the County will issue either a credit or an invoice based on final reconciliation.

The County shall pay 50% of the first \$3,000,000 of all Startup Costs, and 24% of all Startup Costs above and beyond the initial \$3,000,000. Public Entities shall collectively pay 50% of the first \$3,000,000 of all Startup Costs, and 76% of all Startup Costs above and beyond the initial \$3,000,000.

The Startup Cost allocation to each Party is set using July 1, 2021, to June 30, 2023, Incidents and population data (as described in the Contribution formula) and established as follows:

Table 1: Startup Costs allocation

Startup Costs	Cost allocation % for the first \$3,000,000	Cost allocation % for all Startup Costs beyond the initial \$3,000,000
Novato	12.01%	18.26%
San Rafael	15.75%	23.94%
Ross Valley	4.75%	7.22%
Kentfield	1.52%	2.31%
Central Marin	5.09%	7.74%
Southern Marin	8.82%	13.41%
Tiburon	2.06%	3.13%
Subtotal non-County agencies:	50%	76%
Subtotal County:	50%	24%
Total	100%	100%

The Public Entity may pay Startup Costs in one lump sum, or County shall allow Public Entity to spread its portion of the Startup Costs annually over 15 years. An amortized fee of 2% on the unpaid balance shall be charged for Public Entity wishing to pay Startup Costs annually over 15 years. Public Entity shall elect whether to pay in one lump sum or over 15 years by March 30, 2024.

Should Public Entity select payment over 15 years, pay shall be due twice a year and shall be paid by the Due Date for Public Entity's share of Annual Operating Costs with the same penalties for late payment, as defined above.

An example of estimated Startup Costs and Annual Operating Costs for FY 2024-25 are presented in Attachment A.

All equipment and materials obtained under this agreement shall be used by the County exclusively for the purposes set-forth in this agreement.

11. RECORDS AND CONFIDENTIALITY

Parties and their officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws which provide for the confidentiality of records and other information. No Party shall disclose any confidential information, any confidential records, or other confidential information received from any Party to this agreement or prepared in connection with the performance of this agreement, unless the other Party specifically permits such disclosure of records or information. All requests for disclosure of confidential information shall be promptly transmitted to the owner of the information. Notwithstanding these duties of confidentiality, the Parties acknowledge that the Parties and the County are government agencies subject to the California Public Records Act, which requires disclosure of public records subject to exceptions. The Parties and the County shall mutually cooperate to comply with the California Public Records Act disclosure obligations, consistent with these confidentiality obligations.

The County shall prepare, maintain, and preserve all reports and records that may be required by federal, state, or local rules and regulations related to services performed under this Agreement. The County shall maintain such records in accordance with the provisions of the County and ECC Record Retention policies. The Parties shall maintain such records in accordance with their records retention policies. If any litigation, claim, negotiation, audit exception, or other action relating to this agreement is asserted, the County and the Parties shall retain such records until such action is resolved.

12. COUNTY INDEMNIFICATION OF PUBLIC ENTITIES AND PUBLIC ENTITIES' WAIVER OF CLAIMS AGAINST THE COUNTY

County hereby agrees to indemnify and hold harmless each Public Entity, its officers, agents, employees, and authorized volunteers from any and all claims, demands, judgments or decrees made or rendered against each Public Entity, its officers, agents or employees by reason of any injury, death or damage suffered or sustained by any person or entity caused by, or alleged to have been caused by or arising out of the provision of the emergency communications services

by the County as set forth in this Agreement.

Further, County, at its own cost, expense and risk, shall defend any and all suits, actions, or other legal proceedings arising from the provision of emergency communications services by the County pursuant to this agreement that may be brought or instituted by third parties against each Public Entity, its officers, agents, employees, or authorized volunteers, and shall pay and satisfy any judgment or decree that may be rendered against each Public Entity, its officers, agents or employees in any such suit, action, or other legal proceedings. Each Public Entity agrees to promptly notify County of any suit, action, or other legal proceeding asserted against it by third parties which arises from the provision of emergency communications services as specified in this Agreement and each Public Entity agrees to cooperate with County in the defense of such claims.

In return for and in recognition of County's acceptance of liability, as set forth above, Public Entity agrees that it shall not sue, make any demand or claim, or otherwise prosecute or assert liability against the County for any claim, demand, judgment, or decree of any nature caused by or arising out of the provision of the emergency communications services by the County set forth in this Agreement. This waiver of liability against the County by the Public Entity applies to claims, demands, judgments or decrees which are asserted by third parties. This waiver of liability shall not apply to any disagreement or dispute between any of the Parties that arise concerning the interpretation, implementation and/or enforcement of any of the terms or subject matter of this Agreement, which shall be subject to the Section 14 Dispute Resolution Process.

The indemnification and defense obligations assumed by County and the waiver of liability against the County agreed to by the Public Entities, established above, shall survive the termination of this Agreement, the withdrawal of any Party from this Agreement, and the termination of any Party from this Agreement. These obligations and the waiver of liability shall extend to the expiration of the statute of limitations applicable to any claims arising from this Agreement and the provision of emergency communications services pursuant to this Agreement.

13. INSURANCE

Without limiting the foregoing indemnification, all Parties shall maintain in force at all times during the performance of this Agreement, a policy or policies of insurance as follows, and in the minimum limits of liability as stated herein:

1. Comprehensive general liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than \$1,000,000 per occurrence.
2. Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than \$1,000,000 per occurrence.
3. Workers' Compensation covering statutory requirements of the State of California and Employer's Liability of not less than \$1,000,000 per occurrence.

In the event any Party is lawfully self-insured in any or all of the aforementioned insurance areas, upon the request of a Party a letter certifying those areas of coverage, and in the minimum amounts as set forth in this Agreement, shall be furnished to the requesting party prior to execution of this agreement.

Except with respect to Workers' Compensation insurance, each Party maintaining commercial insurance or excess insurance shall provide an endorsement naming the County, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by the County; and the County shall, under any commercial insurance or excess insurance it maintains, provide an endorsement naming each Party, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by each Party.

14. DISPUTE RESOLUTION PROCESS

Should any disagreement or dispute between any of the Parties arise concerning interpretation, implementation and/or enforcement of any of the terms or subject matter of this Agreement, those Parties shall submit such dispute to mandatory mediation before an agreed upon mediator, each Party to pay an equal share of the mediation fees and each Party to pay its own attorneys' fees and legal costs. Should the Parties be unable to agree upon a mediator, they shall agree upon a mediation service and shall have that service select a mediator for them. Should mediation be unsuccessful, then the Parties each agree that they shall submit their dispute to binding arbitration before a mutually-agreeable arbitrator. If they cannot agree upon an arbitrator, they shall select an arbitration service which shall select an arbitrator for them. The Parties each shall pay an equal portion of the arbitration fees and each Party shall pay its own attorneys' fees and legal costs, it hereby being agreed that the arbitrator shall have no authority to award attorneys' fees or costs to any prevailing Party. The Parties hereby expressly waive any and all rights to have disputes under this Agreement decided by court action, court trial, jury trial or any other legal action of any kind or type, other than the mandatory mediation and binding arbitration process specified above. However, in emergency or extraordinary circumstances, any Party may seek equitable or injunctive relief to preserve the status quo pending occurrence of the mediation/arbitration process herein specified. It is the express intent of the Parties to have any and all disputes under this Agreement resolved by the above-specified mediation/arbitration process and in as timely and economical manner as possible.

15. DATA OWNERSHIP

All data, records, voice, video, and reports relating to the ECC, whether in existence at the Execution Date hereof or compiled thereafter in the course of performing this Agreement, shall be treated by County and its subcontractors as the exclusive property of County and the furnishing of such records, or access to such items by, County and/or its subcontractors, shall not grant any express or implied interest in or license to any Public Entity and/or its subcontractors relating to such records other than as is necessary to perform and provide the services from this Agreement to the ECC. Upon request by a Public Entity and without regard to the default status of the Parties under the Agreement, County and/or its subcontractors shall deliver in a reasonable timeframe available data, records, voice, video and reports relating to the EEC in electronic

format and in such hard copy as exists on the date of the request of the Public Entity, with the Public Entity paying any costs related to data extraction.

16. GENERAL PROVISIONS

Amendment: This Agreement may be amended or modified only by an instrument in writing signed by all the Parties hereto.

Waiver: Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.

Successors and Assigns: This agreement and the rights, privileges, duties, and obligations of the Parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and heirs.

Assignment: No Party may assign, sell, or otherwise transfer its interest or obligations in this agreement without the prior written consent of the County upon the recommendation of the Executive Committee. Any organization wishing to participate in this system shall participate through this Agreement and may not participate through agreements with other participating agencies. Any such purported assignment is null and void.

Compliance with Applicable Law: The Parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

Severability: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this agreement, the validity of the remaining portions or provisions shall not be affected thereby.

Heading: The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement.

Jurisdiction and Venue: This Agreement shall be governed by and interpreted under the laws of the State of California. Venue of any dispute arising from this Agreement shall be in the Superior Court of California, in the County of Marin.

Construction of Agreement: The Parties agree that each Party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendment hereto.

Counterparts: This Agreement may be executed in two or more counterparts, each of which shall

be deemed an original, but all of which together shall constitute one and the same agreement.

Authority: Any individual executing this Agreement on behalf of a Party represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such Party and to bind the Party to the terms and conditions of the same.

Integration: This Agreement, including the exhibits hereto, shall represent the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Parties as of the effective date hereof.

Change of Address: The mailing addresses, email addresses, phone numbers, and contacts may change, and it is the responsibility of the Parties to notify each other as specified within ten days of said change.

Notices: Notices required under this Agreement shall be emailed or delivered personally or by first-class, postage pre-paid mail as follows:

COUNTY OF MARIN
Jason Weber
Marin County Fire Chief
PO Box 518
Woodacre, CA 94973
jweber@marincounty.org

Public Entity
Name
Title
Address Line 1
Address Line 2
Email

For the County of Marin:

Stephanie Moulton-Peters
President
County of Marin Board of Supervisors

Signature:

Date:

For "Public Entity"

NAME
Title
Entity / Governing Body

Signature:

Date:

Attachment A: Estimated Startup Costs and Annual Operating Costs for FY 2024-25

Table A: 911 Communications Services Cost Summary for FY 2024-25, if Startup Costs are paid annually over 15 years with a 2% amortized fee on the unpaid balance

	Share of Annual Cost of Services	Annual Cost of Services	Admin fee 3.5%	Startup Costs annual payment if paid over 15 years*	Total FY 2024-25
Novato	18.26%	\$ 917,835	\$ 32,124	\$ 94,110	\$ 1,044,070
San Rafael	23.94%	\$ 1,203,355	\$ 42,117	\$ 123,386	\$ 1,368,859
Ross Valley	7.22%	\$ 362,746	\$ 12,696	\$ 37,194	\$ 412,636
Kentfield	2.31%	\$ 116,284	\$ 4,070	\$ 11,923	\$ 132,278
Central Marin	7.74%	\$ 388,955	\$ 13,613	\$ 39,881	\$ 442,449
Southern Marin	13.41%	\$ 674,056	\$ 23,592	\$ 69,114	\$ 766,763
Tiburon	3.13%	\$ 157,091	\$ 5,498	\$ 16,107	\$ 178,696
Subtotal non-County	76%	\$ 3,820,323	\$ 133,711	\$ 391,716	\$ 4,345,750
MCFD	24%	\$ 1,206,418			
Total	100%	\$ 5,026,741			

* Please reference to Agreement Section 10. C. for the cost allocation to each entity.

Table B: 911 Communications Services Estimated Cost Summary for FY 2024-25, if Startup Costs are paid in full

	Share of Annual Cost of	Annual Cost of Services	Admin fee 3.5%	Startup Costs paid as lump sum*	Total FY 2024-25
Novato	18.26%	\$ 917,835	\$ 32,124	\$ 1,218,552	\$ 2,168,512
San Rafael	23.94%	\$ 1,203,355	\$ 42,117	\$ 1,597,619	\$ 2,843,091
Ross Valley	7.22%	\$ 362,746	\$ 12,696	\$ 481,594	\$ 857,036
Kentfield	2.31%	\$ 116,284	\$ 4,070	\$ 154,384	\$ 274,738
Central Marin	7.74%	\$ 388,955	\$ 13,613	\$ 516,390	\$ 918,959
Southern Marin	13.41%	\$ 674,056	\$ 23,592	\$ 894,902	\$ 1,592,550
Tiburon	3.13%	\$ 157,091	\$ 5,498	\$ 208,560	\$ 371,149
Subtotal non-County agencies:	76%	\$ 3,820,323	\$ 133,711	\$ 5,072,000	\$ 9,026,034
MCFD	24%	\$ 1,206,418		\$ 2,628,000	
Total	100%	\$ 5,026,741	\$ 133,711	\$ 7,700,000	

* Please reference to Agreement Section 10. C. for the cost allocation to each entity.