



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Fire

Prepared by: Darin White, Fire Chief

City Manager Approval: 

**TOPIC: FIRE DEPARTMENT DISPATCH SERVICES**

**SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE EXISTING AGREEMENT FOR PROFESSIONAL SERVICES WITH THE COUNTY OF MARIN FOR FIRE DEPARTMENT DISPATCH SERVICES**

**RECOMMENDATION:**

Adopt resolution authorizing the City Manager to execute the First Amendment to the agreement for Fire Department Dispatch Services with the County of Marin.

**BACKGROUND:**

The San Rafael Fire Department historically provided its own emergency communications and dispatch services. For many years, dispatching was provided by firefighters that over time transitioned to one full-time 40-hour Dispatcher with "Cadets" covering afterhours and weekends. In 1987, this transitioned again with the hiring of three full-time dispatchers, one assigned to each of the three fire suppression shifts.

In 2009, the San Rafael City Council reached an agreement with the County of Marin, via the Marin County Sheriff's Office (MCSO), for MCSO to provide dispatch services. At the time, this move was intended both to improve local and county-wide response efficiency and to reduce service expenses. The parties entered into an updated agreement in 2012. Over the last 12 years, the San Rafael Fire Department has been generally satisfied with the quality of dispatch services provided by MCSO even as annual costs have increased from \$284,903 to more than \$500,000.

**ANALYSIS:**

In the second half of 2020, MCSO informed participating agencies that it would need to properly account for actual costs to the Sheriff's Office not currently reflected. Following discussions with participating agencies, MCSO proposed an amendment to the dispatch contract in early 2021 to allow for cost recovery for two additional dispatchers, technology support services, dispatchers' paid holidays, and training.

**FOR CITY CLERK ONLY**

File No.: \_\_\_\_\_

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

The County of Marin has asked the City to approve the attached First Amendment, amending the 2012 agreement, with a term through June 30, 2022. Both parties subsequently will have the option to renew the agreement through June 30, 2023, after which an annual renewal will be automatic unless either party opts out with 180 days of advance notice (December 30th of each calendar year).

Multiple Fire service agencies including, but not limited to, Southern Marin Fire Department, Novato Fire Protection District, Central Marin Fire Department, Mill Valley Fire Department, Kentfield Fire Department, and Tiburon Fire Protection District have all been notified of the proposed increases and have opted to sign the amendment. Alternate models of dispatch service will continue to be a topic of discussion among participating fire service agencies with a likely future evaluation of countywide fire dispatch needs.

The Department considered alternatives to signing the First Amendment, including: providing dispatch services in-house, using San Rafael Police Department dispatch services, and contracting with a different third-party organization for dispatch services. While one of these options may be a long-term solution, setup costs are prohibitive for any immediate internal dispatch service model and no viable alternative third-party dispatch service provider is available before at least FY 2022-23.

The Department does not see a feasible alternative to adopting the resolution authorizing the City Manager to sign the First Amendment. If the City does not sign the First Amendment, dispatch services will no longer be provided by MCSO starting July 1, 2021, and any alternative dispatch models would not be able to launch before then. In particular, any internal dispatch solution would require substantial resources to hire and train dispatchers and provide adequate physical space.

**FISCAL IMPACT:**

The First Amendment increases the total that all participating agencies pay for Fire Dispatch Service from \$1,717,223 in FY 2020-21 to \$2,220,530 in FY 2021-22. As in previous years, an additional 5% administrative fee will be charged, for a total of \$2,331,556 in FY 2021-22.

San Rafael is responsible for a 30.66% share of costs; thus, if the City approves the amendment, the City will be responsible for approximately \$715,000 in fire dispatch service costs in FY 2021-22, an increase of approximately \$162,000 from FY 2020-21.

The Department splits dispatch costs as follows: 33% is charged to the General Fund and 67% to the Emergency Medical Services Fund (Fund 210). Therefore, the Department has proposed an increase in appropriations for FY 2021-22 to cover the \$162,000 of which \$53,460 is from the General Fund and \$108,540 is from the Emergency Medical Services Fund.

**OPTIONS:**

The City Council has the following options to consider on this matter:

1. Adopt resolution
2. Direct staff to return with more information.
3. Take no action.

**RECOMMENDED ACTION:**

Adopt Resolution authorizing the City Manager to execute the First Amendment to the agreement for Fire Department Dispatch Services with the County of Marin.

**ATTACHMENTS:**

1. Resolution
2. Attachment I to Resolution - Existing agreement
3. Attachment II to Resolution - Draft first amendment

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO  
THE EXISTING AGREEMENT FOR PROFESSIONAL SERVICES WITH THE  
COUNTY OF MARIN FOR FIRE DEPARTMENT DISPATCH SERVICES**

**WHEREAS**, the City of San Rafael entered into an agreement with the County of Marin for the provision of fire dispatch services on March 2, 2009; and

**WHEREAS**, on February 28, 2012, the City of San Rafael entered into an updated “Agreement For Professional Services” (attached to this Resolution as Attachment I) for the County of Marin to provide dispatch services for the City’s Fire Department for the amount of \$420,134 per year in the first year, with a formula for cost adjustments in later years; and

**WHEREAS**, the San Rafael Fire Department has been generally satisfied with the quality of dispatch services provided by the County of Marin; and

**WHEREAS**, the County of Marin has proposed a First Amendment to the 2012 agreement, to allow for cost recovery for two additional dispatchers, technology support services, dispatchers’ paid holidays, and training; and

**WHEREAS**, the proposed First Amendment to Professional Services Agreement is attached to this resolution as Attachment II;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of San Rafael approves and authorizes the City Manager to execute the “First Amendment to Professional Services Agreement” for Fire Department dispatch services with the County of Marin in the form attached hereto as Attachment II, subject to final approval as to form by the City Attorney.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 19<sup>th</sup> day of April, 2021 by the following vote, to wit:

AYES:           COUNCILMEMBERS:

NOES:           COUNCILMEMBERS:

ABSENT:        COUNCILMEMBERS:

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LINDSAY LARA, City Clerk

RECEIVED

MAY - 2 2012

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of February, 2012, 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 City of San Rafael for its Fire Department (hereinafter referred to as "CITY"). This Agreement supersedes the Agreement between the parties dated March 2, 2009.

WITNESSETH:

In consideration of the mutual promises set out below CITY and COUNTY agree as follows:

1. The Services to be performed; the schedule for provision of said Services; the compensation for said Services; and the schedule for payment of said compensation shall all be set forth in Exhibits A, B and C.

2. DESIGNATED REPRESENTATIVES. Sheriff Robert T. Doyle is the representative of the COUNTY and will administer this Agreement for the COUNTY City Manager Nancy Mackle is the authorized representative for the CITY. Changes in designated representatives shall occur only by advance written notice to the other party.

3. EXHIBITS. The following Exhibits are attached hereto and incorporated herein by reference:

- Exhibit "A" – General Terms and Conditions
- Exhibit "B" – Financial Terms and Conditions
- Exhibit "C" – Performance Measures for Fire Dispatching

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

"COUNTY"

COUNTY OF MARIN

By: Steve Kinsey  
**Steve Kinsey**  
**President, Board of Supervisors**

"CITY"

CITY OF SAN RAFAEL

By: Nancy Mackle

APPROVED AS TO FORM:

Eric J. Davis for R.F.E.  
**ROBERT F. EPSTEIN**  
City Attorney

 ORIGINAL

2/28/12  
CA7

## EXHIBIT – A

### GENERAL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE COUNTY OF MARIN AND THE CITY OF SAN RAFAEL REGARDING THE DELIVERY OF FIRE COMMUNICATIONS SERVICES

The City of San Rafael ("AGENCY" hereafter) and the Marin County Board of Supervisors ("COUNTY" hereafter) have entered into a contract for the delivery of fire communications services by the Marin County Sheriff's Office Communications Division ("MARIN COMM" hereafter).

This exhibit to the contract fully describes the general terms and conditions agreed to by COUNTY and AGENCY. EXHIBIT – B describes the financial terms and conditions of the agreement.

Through this agreement, MARIN COMM will 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. These services are more expressly described in the following sections.

#### I. TELEPHONE SERVICES

- A. Emergency Telephones. MARIN COMM will receive and process all emergency telephone calls, including those received on 9-1-1 telephone lines and on published seven digit emergency telephone lines intended for AGENCY. All requests for response will be received and processed by MARIN COMM for police, fire, medical emergency and urgent incidents occurring within AGENCY jurisdiction.
- B. Alternate Emergency Line. MARIN COMM maintains a seven-digit emergency telephone line to be used as an alternate for 9-1-1. This line (415-472-0911) may be published by AGENCY as an alternate emergency telephone number.

#### II. COMPUTER AIDED DISPATCH SYSTEM (CAD) AND COMPUTER SERVICES

- A. CAD Overview. MARIN COMM operates a CAD system for maintaining unit and incident status and other services, such as queries into law enforcement databases, interfaces to ancillary systems, etc.
- B. Unit Status Function. MARIN COMM will maintain accurate status of all available AGENCY police and fire units, including chief and administrative officers, police investigators, fire apparatus, and emergency medical vehicles. AGENCY will provide MARIN COMM with unit status changes as they occur. MARIN COMM maintains a unit history report for all police and fire units on-line for thirty days. Additional unit history reports can be provided from the back up tapes. Simple requests, such as those that can be done in a few minutes are available at no cost to AGENCY, however, as described in EXHIBIT – B, AGENCY will be charged for more time consuming requests falling outside the scope of this agreement.
  1. Radio Procedures. AGENCY agrees to utilize radio procedures that conform to the CAD procedures and to operate under the general guidelines of the Marin County Fire Chiefs' Association, the Marin County Police Chiefs' Association, and the Marin Emergency Radio Authority.

## EXHIBIT A -- General Terms and Conditions for Communications Services

2. Fire Unit Availability. AGENCY will notify MARIN COMM of the availability of apparatus and key personnel such as the duty commander. If any units are cross-staffed, that is the personnel at a particular station may respond in more than one unit, AGENCY will inform MARIN COMM of any changes in the cross-staffing status. AGENCY agrees to notify MARIN COMM whenever any reserve apparatus are available for dispatch. This is vital to the proper assignment of units during greater alarms or whenever extra personnel are available in their station. The fire officer in charge will notify MARIN COMM of any unusual planned activity that may impact dispatch services. MARIN COMM will maintain the current unit availability status in CAD and will notify the officer-in-charge of any coverage problems in AGENCY jurisdiction.
- C. Incident Status. MARIN COMM will electronically record all calls for police, fire and/or medical service in the CAD system.
- D. Incident Numbering. MARIN COMM will electronically record an "Agency Number" for all incidents within AGENCY jurisdiction or when AGENCY units respond to calls outside of their jurisdiction. There are separate Agency Numbers for the police department and the fire department. The number is sequential, reset annually at 00:00 on January 1 each new year.
- E. Additional CAD Services. MARIN COMM will assist AGENCY in implementing additional CAD services if desired. All costs for these additional services will be borne by AGENCY, or the costs will be shared prorate by all entities benefiting from the enhancement. Options include, but are not limited to:
  1. Interfacing with the records computer system operated by AGENCY, such as Firehouse or Fire Point systems.
  2. Providing access to the CAD system from workstations at AGENCY fire station(s) to access unit status and incident information.
  3. Providing CAD dispatch information to printers in AGENCY fire station(s).
  4. Providing access to the CAD from mobile computer terminals in the AGENCY vehicles, including access to a mobile mapping system.
  5. Providing Automatic Vehicle Location and Automatic Response and Route Recommendation system.
- F. Geofile. MARIN COMM maintains a Graphical Information System (GIS) based geofile in the CAD system that is integral to the response recommendation system. AGENCY agrees to provide quality checking and quality assurance for streets, addresses, common places and other GIS data points within their jurisdiction.

If AGENCY desires any significant changes to the geofile after the initiation of this agreement, they will be charged the actual cost of the change. Any change(s) which takes more than one hour to perform by a MARIN COMM employee off-the-console will be charged back to the AGENCY as described in EXHIBIT – B. For example, if the fire department makes a major change in their station boundaries, AGENCY will be charged for the actual time and materials for the effort to implement the changes.

### III. OPERATIONAL ISSUES

- A. Policies and Procedures. AGENCY is responsible for establishing their policies, practices, and procedures on dispatching services in conjunction with MARIN COMM. MARIN COMM and AGENCY will follow said policies, practices and procedures in the performance of dispatch service pursuant to this Agreement. Where possible, AGENCY will align their communications dispatch policies and procedures with the other agencies dispatched by MARIN COMM. In all cases, the policies and procedures will not conflict with those published by the Marin County Fire Chiefs' Association, the Marin County Police Chiefs' Association, or the Marin Emergency Radio Authority.

**EXHIBIT A -- General Terms and Conditions for Communications Services**

- B. Police and Fire Dispatch Steering Committee. A committee comprised of chief executives or their personal designees will meet biennially with Sheriff's Office administrators and Communications Division managers to review performance issues and consider and recommend service fee adjustments necessary in adopting or implementing changes in operating procedures or information technology enhancements. The Sheriff's Office Administration and Support Services Bureau commander chairs this committee.
- C. Fire Dispatch User's Group. The Fire-Dispatch User's Group is established to provide a common forum for all fire agencies that contract with COUNTY for services. It meets bimonthly at locations announced in advance of the meeting. AGENCY agrees to provide representation at each meeting. Committee chair is rotated annually in the month of January among the participating fire agencies.
- D. Conflict Resolution. MARIN COMM provides a Supervising Communications Dispatcher on each shift to provide oversight of operational activity and personnel supervision. Supervisory or command personnel from AGENCY should attempt to resolve problems by contacting MARIN COMM shift supervisor as soon as possible. Unresolved or repetitive problems should be referred to the Assistant Communications Dispatch Manager assigned as the Contract Services Liaison. Serious problems occurring after-hours should be referred to a Communications Dispatch Manager by pager or telephone. AGENCY may document a problem by addressing an email message to [Imagoski@marinsheriff.org](mailto:Imagoski@marinsheriff.org)
- E. Disaster Operations; Interaction With Emergency Operations Centers. MARIN COMM will be the primary point for dispatching day to day emergencies. In the event AGENCY emergency operations center is activated, there will be a need to modify how incidents are handled, especially for a large-scale event which has truly exhausted local resources. The details of the interaction between MARIN COMM and AGENCY emergency operations center will be developed as a component of the policies, practices, and procedures as referenced herein.
- F. Special Events. AGENCY may request COUNTY to provide extra support for a special event held within AGENCY'S jurisdiction, such as a fair or other community activity. Whenever possible, AGENCY should provide COUNTY with at least two weeks notice so that an overtime employee may be scheduled. In no case will extra personnel be assigned for a scheduled event with less than seventy two (72) hours notice. AGENCY'S authorized representative must provide express written request to COUNTY, and agree to assume all additional costs associated with assigning additional MARIN COMM personnel to the event, prior to COUNTY incurring extra personnel expenses. In cases where a special event affects more than one agency, the costs for the added services will be shared by all of the involved agencies through a special formula that will be reviewed and approved by the authorized representatives from each agency.
- G. Performance Measures and Quality Assurance. These items are covered in Exhibit "C" Performance Measures for Fire Dispatching.

**IV. OTHER GENERAL PROVISIONS**

- A. COUNTY or AGENCY shall have the right to terminate this Agreement at any time by giving notice in writing to the other party, one hundred eighty (180) calendar days prior to the date of such termination. 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 AGENCY 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.



**EXHIBIT A -- General Terms and Conditions for Communications Services**

2. COUNTY may terminate its services under this Agreement upon one hundred and twenty (120) 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 twenty (120) 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.
- B. This Agreement, together with its specific references, exhibits and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto.
  - C. No substantial modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given. Minor modifications to this agreement may be made between both parties if agreed upon in writing, signed by AGENCY chief executive and the Sheriff or their authorized representatives.
  - D. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
  - E. This Agreement may be executed simultaneously and in several counterparts, each of, which shall be deemed an original, but which together shall constitute one and the same instrument.
  - F. Prior to initiating any litigation arising out of this agreement, the parties shall meet and confer in good a faith effort to resolve the issues in dispute. In any action at law or in equity, including an action for declaratory relief, brought to enforce or interpret provisions of this Agreement, each party shall bear its own costs, including attorney's fees.
  - G. Unless otherwise expressly waived in writing by the parties hereto, any action brought to enforce any of the provisions hereof or for declaratory relief hereafter shall be filed and remain in a Court of competent jurisdiction in the County of Marin, State of California. The laws of the State of California shall govern this Agreement and all matters relating to it.
  - H. Each individual executing this Agreement on behalf of their public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the public agency in accordance with a duly adopted resolution or minute order of the Governing body of said public agency in accordance with the laws of the State of California. AGENCY shall deliver to COUNTY a certified copy of a resolution or minute order of AGENCY governing body authorizing and ratifying the execution of this agreement. COUNTY shall within thirty (30) days of the receipt of the AGENCY governing body resolution or minute order deliver to AGENCY a certified copy of a resolution of the Board of Supervisors authorizing or ratifying the execution of this Agreement.
  - 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:

**EXHIBIT A -- General Terms and Conditions for Communications Services**

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  
Civic Center, Room 145  
3501 Civic Center Drive  
San Rafael, CA 94903

If to AGENCY:

Nancy Mackle, City Manager  
City of San Rafael  
1400 Fifth Ave  
San Rafael, Ca 94901

and to:

Christopher Gray, Fire Chief  
City of San Rafael  
1039 C Street  
San Rafael, Ca 94901

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.

**J. Indemnification**

1. AGENCY agrees to defend, indemnify, hold harmless and release COUNTY, its Board of Supervisors, and the officers, agents, and employees of COUNTY, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity including AGENCY, arising out of or in connection with the activities of AGENCY, its governing body, the officers, agents, and employees of AGENCY pursuant to this Agreement whether or not there is concurrent negligence on the part of COUNTY but excluding liability due to the sole active negligence or sole willful misconduct of COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for AGENCY or its agents under workers' compensation acts, disability benefits act, or other employee benefit acts.
2. COUNTY agrees to defend, indemnify, hold harmless, and release AGENCY, its governing body, and the officers, agents, and employees of AGENCY, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity including COUNTY, arising out of or in connection with the activities of COUNTY, its Board of Supervisors, the officers, agents, and employees of COUNTY pursuant to this Agreement whether or not there is concurrent negligence on the part of the AGENCY but excluding liability due to the sole active negligence or sole willful misconduct of AGENCY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for COUNTY or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

**EXHIBIT A -- General Terms and Conditions for Communications Services**

**K. RESPONSIBLE PARTIES**

**A. County of Marin**

| Name             | Rank                   | Function             | Office   | Fax      | Email                      |
|------------------|------------------------|----------------------|----------|----------|----------------------------|
| Robert T. Doyle  | Sheriff                | Department head      | 499-7250 | 507-4126 | rdoyle@marinsheriff.org    |
| Tim Little       | Undersheriff           | Assistant dept. head | 499-7250 | 507-4126 | tlittle@marinsheriff.org   |
| Rick Navarro     | Captain                | Bureau Commander     | 499-7253 | 507-4126 | Rnavarro@marinsheriff.org  |
| Lee Ann Magoski  | Communications Manager | Division Manager     | 473-4123 | 499-3636 | lmagoski@marinsheriff.org  |
| Ethel Havens     | Asst. Manager          | Personnel / Training | 499-7244 | 499-3636 | ehavens@marinsheriff.org   |
| Heather Costello | Asst. Manager          | Fire Liaison         | 473-2304 | 499-3636 | hcostello@marinsheriff.org |
| Rich Brothers    | Asst. Manager          | CAD / Operations     | 499-7410 | 499-3636 | rbothers@marinsheriff.org  |

**B. City of San Rafael**

| Name       | Rank            | Function          | Telephone | Fax      | Email                          |
|------------|-----------------|-------------------|-----------|----------|--------------------------------|
| Chris Gray | Fire Chief      | Department head   | 485-3084  | 453-1629 | chris.gray@cityofsanrafael.org |
| Jim Lydon  | Battalion Chief | Fire Comm Liaison | 485-3306  | 485-3177 | jim.lydon@cityofsanrafael.org  |

**EXHIBIT – B**

**FINANCIAL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN  
THE COUNTY OF MARIN AND THE CITY OF SAN RAFAEL  
REGARDING THE DELIVERY OF COMMUNICATIONS SERVICES**

The City of San Rafael ("AGENCY" hereafter) and the Marin County Board of Supervisors ("COUNTY" hereafter) have entered into a contract for the delivery of public safety communications by the Marin County Sheriff's Department's Communications Division (Marin County Communications, "MARIN COMM" hereafter). This exhibit to the contract fully describes the financial terms and conditions agreed to by the COUNTY and the AGENCY.

- A. Cost Recovery Mandate. COUNTY is required by policy to recover costs for providing services to other local government agencies. This Exhibit describes how COUNTY determines its costs for providing police and/or fire communications services.
- B. Determination of Cost of Services.
1. COUNTY provides several types of contracts 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 will utilize 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 2011-2012 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 comprise 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 ten (10) full-time Communications Dispatcher II employees and one (1) full-time Assistant Communications Manager plus a five (5) percent administrative fee.
    - a) Appendix A, Section 1 displays the personnel costs for FY 2011-2012
    - b) Appendix A, Section 2, Column C displays the overall CAD activity for fire departments and districts, and identifies their respective percentage of use of the full time employees mentioned in this section, and their share of that cost.

**EXHIBIT B – Financial Terms and Conditions for Communications Services**

- 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 District 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.

C. Administrative Fee. COUNTY assesses an annual five percent (5%) administration fee based on the total charge to AGENCY for dispatching service and/or CAD service. This fee is included in the "Cost" column in Appendix A, Section 2, Columns A, B and C.

D. Special Events. AGENCY may request COUNTY to provide extra support for a special event held within AGENCY'S jurisdiction, such as a fair or other community activity. Whenever possible, AGENCY should provide COUNTY with at least two weeks notice so that an overtime employee may be scheduled. In no case will extra personnel be assigned for a scheduled event with less than seventy two (72) hours notice. AGENCY'S authorized representative must provide express written request to COUNTY, and agree to assume all additional costs associated with assigning additional MARIN COMM personnel to the event, prior to COUNTY incurring extra personnel expenses. In cases where a special event affects more than one agency, the costs for the added services will be shared by all of the involved agencies through a special formula that will be reviewed and approved by the authorized representatives from each agency.

E. Special Circumstances. AGENCY may request COUNTY to perform services outside of the scope of this agreement, such as major changes to their response system, merging of departments affecting the response procedures, etc. COUNTY will issue an estimation of the cost for changes, in writing, to the designated agency representative. AGENCY must authorize the work to be performed on their behalf, and agree to reimburse COUNTY for all costs associated with those changes in writing, before COUNTY will commence the effort.

F. Billing. COUNTY shall submit requests for payment on a quarterly basis. The payment requests will be submitted no later than the tenth (10<sup>th</sup>) of the quarterly month following provision of services. Payment is due upon receipt of the invoice.

**APPENDIX A**  
**AGENCIES SERVED AND COST FOR SERVICES**

**SECTION 1 – PERSONNEL**

| <b>Fire Dispatch Factor Description</b>  | <b>Item</b> | <b>5%</b> | <b>Total</b> |
|--|-------------|-----------|--------------|
| Communications Dispatcher II (10 positions; full salary and benefits as of FY 2011-2012)   | 1,256,613   | 62,831    | 1,319,444    |
| Assistant Communications Manager (1 position; full salary and benefits as of FY 2011-2012) |             |           |              |

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

EXHIBIT B – Financial Terms and Conditions for Communications Services

| FY2011-12 BUDGET YEAR | COLUMN -A-<br>24 M CAD |        |           | COLUMN -B-<br>Southern Marin Police |        |           | COLUMN -C-<br>Fire Dispatch Service |         |             | COLUMN -D-<br>Special Contract | COLUMN -F-<br>Previous Cost for Fire Dispatch | COLUMN -E-<br>NEW FY2011-12 | COLUMN -G-<br>Savings |
|-----------------------|------------------------|--------|-----------|-------------------------------------|--------|-----------|-------------------------------------|---------|-------------|--------------------------------|---|-----------------------------|-----------------------|
|                       | 24M CAD Activity       | Pctg   | Cost      | 24M CAD Activity                    | Pctg   | Cost      | 24M CAD Activity                    | Pctg    | Cost        | Cost                           |   | INVOICE                     |                       |
| CONSORTIUM Agencies   | 421,928                | 100%   | \$ 64,525 | 102,841                             | 100%   | \$757,214 | 51,957                              | 100.00% | \$1,319,444 | \$ 37,182                      | \$ 2,178,365                                  | \$2,178,365                 | \$ -                  |
| Belvedere PD          | 7,342                  | 1.74%  | \$ 1,123  | 7,342                               | 7.14%  | \$ 54,059 | 0                                   | 0.00%   | \$ -        | \$ -                           | \$ -  | \$ -                        | \$ -                  |
| Corte Madera FD       | 2,158                  | 0.51%  | \$ 330    | 0                                   | 0.00%  | \$ -      | 2,158                               | 4.15%   | \$ 54,802   | \$ -                           | \$ 62,812                                     | \$ 55,132                   | \$ 7,680              |
| Kentfield FD          | 1,852                  | 0.44%  | \$ 283    | 0                                   | 0.00%  | \$ -      | 1,852                               | 3.56%   | \$ 47,031   | \$ -                           | \$ 53,906                                     | \$ 47,315                   | \$ 6,591              |
| Larkspur FD           | 2,825                  | 0.67%  | \$ 432    | 0                                   | 0.00%  | \$ -      | 2,825                               | 5.44%   | \$ 71,741   | \$ -                           | \$ 82,227                                     | \$ 72,173                   | \$ 10,054             |
| Marin SO              | 126,954                | 30.09% | \$ 19,415 | 0                                   | 0.00%  | \$ -      | 0                                   | 0.00%   | \$ -        | \$ -                           | \$ -  | \$ -                        | \$ -                  |
| Marin County FD       | 6,157                  | 1.46%  | \$ 942    | 0                                   | 0.00%  | \$ -      | 0                                   | 0.00%   | \$ -        | \$ -                           | \$ -  | \$ -                        | \$ -                  |
| Mill ValleyFD         | 4,153                  | 0.98%  | \$ 635    | 0                                   | 0.00%  | \$ -      | 4,153                               | 7.99%   | \$ 105,465  | \$ -                           | \$ 120,880                                    | \$ 106,100                  | \$ 14,780             |
| Mill Valley PD        | 42,892                 | 10.17% | \$ 6,559  | 42,892                              | 41.71% | \$315,812 | 0                                   | 0.00%   | \$ -        | \$ -                           | \$ -  | \$ -                        | \$ -                  |
| Point Reyes NPS       | 0                      | 0.00%  | \$ -      | 0                                   | 0.00%  | \$ -      | 0                                   | 0.00%   | \$ -        | \$ 7,100                       | \$ -  | \$ -                        | \$ -                  |
| Novato FD             | 12,154                 | 2.88%  | \$ 1,859  | 0                                   | 0.00%  | \$ -      | 12,154                              | 23.39%  | \$ 308,650  | \$ -                           | \$ 353,763                                    | \$ 310,509                  | \$ 43,254             |
| Novato PD             | 128,704                | 30.50% | \$ 19,683 | 0                                   | 0.00%  | \$ -      | 0                                   | 0.00%   | \$ -        | \$ -                           | \$ -  | \$ -                        | \$ -                  |
| Ross FD               | 653                    | 0.15%  | \$ 100    | 0                                   | 0.00%  | \$ -      | 653                                 | 1.26%   | \$ 16,583   | \$ -                           | \$ 19,007                                     | \$ 16,683                   | \$ 2,324              |
| Ross PD               | 5,315                  | 1.26%  | \$ 813    | 0                                   | 0.00%  | \$ -      | 0                                   | 0.00%   | \$ -        | \$ 30,082                      | \$ -  | \$ -                        | \$ -                  |
| Ross Valley FD        | 4,165                  | 0.99%  | \$ 637    | 0                                   | 0.00%  | \$ -      | 4,165                               | 8.02%   | \$ 105,770  | \$ -                           | \$ 121,230                                    | \$ 106,407                  | \$ 14,823             |
| San Rafael FD         | 16,445                 | 3.90%  | \$ 2,515  | 0                                   | 0.00%  | \$ -      | 16,445                              | 31.65%  | \$ 417,620  | \$ -                           | \$ 291,236                                    | \$ 420,134                  | \$ (128,898)          |
| Sausalito FD          | 2,086                  | 0.49%  | \$ 319    | 0                                   | 0.00%  | \$ -      | 2,086                               | 4.01%   | \$ 52,974   | \$ -                           | \$ 60,717                                     | \$ 53,293                   | \$ 7,424              |
| Sausalito PD          | 32,738                 | 7.76%  | \$ 5,007  | 32,738                              | 31.83% | \$241,049 | 0                                   | 0.00%   | \$ -        | \$ -                           | \$ -  | \$ -                        | \$ -                  |
| Southern Marin FD     | 3,114                  | 0.74%  | \$ 476    | 0                                   | 0.00%  | \$ -      | 3,114                               | 5.99%   | \$ 79,080   | \$ -                           | \$ 90,638                                     | \$ 79,556                   | \$ 11,082             |
| Tiburon FD            | 2,352                  | 0.56%  | \$ 360    | 0                                   | 0.00%  | \$ -      | 2,352                               | 4.53%   | \$ 59,729   | \$ -                           | \$ 68,459                                     | \$ 60,089                   | \$ 8,370              |
| Tiburon PD            | 19,869                 | 4.71%  | \$ 3,039  | 19,869                              | 19.32% | \$146,295 | 0                                   | 0.00%   | \$ -        | \$ -                           | \$ -  | \$ -                        | \$ -                  |

## EXHIBIT – C

### PERFORMANCE MEASURES FOR FIRE DISPATCHING

#### COMPLIANCE WITH NATIONAL FIRE PROTECTION ASSOCIATION STANDARD 1710 AND STANDARD 1221 AS THEY RELATE TO THE PROVISION OF FIRE AND EMS DISPATCH SERVICES

AGENCY and COUNTY have entered into a contract for the delivery of fire communications services by MARIN COMM.

This exhibit describes certain levels of service and performance measures that will be provided by MARIN COMM for AGENCY relating to 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. These services are more expressly described in the following sections.

#### I. Technical Reference

- a. *National Fire Protection Association document 1710* -- Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.
- b. *National Fire Protection Association document 1221* -- Standard for the Installation, Maintenance, and Use of Public Emergency Service Communications Systems.

#### II. Definitions

- a. *Alarm(s)*. In the context of NFPA 1710 requirements discussed in this exhibit, the term "alarm" or "alarms" shall specifically refer to computer aided dispatch incident types with the priority of "E" which typically result in the fire agency response apparatus traveling to the incident with red lights and siren activated.
- b. *CAD* is the Computer Aided Dispatch system, which includes the event management and unit status features necessary to effectively determine the recommended response to an alarm.
- c. "*MARIN COMM*" is the Marin County Public Safety Communications Center, a division of the Marin County Sheriff's Office.

#### III. Compliance Standard

- a. MARIN COMM shall staff on a 24 hours per day basis a minimum of two fire dispatchers trained to utilize the Emergency Medical Dispatch (EMD) protocols approved by the Marin County EMS Medical Director
- b. MARIN COMM shall maintain standard operating procedures for handling fire dispatch operations covering each emergency response agency that will identify when a dedicated dispatcher is required to be assigned to an emergency incident. A general fire dispatch operating procedure will cover common activities and separate operating procedures for agency-specific activities will also be maintained.
- c. MARIN COMM shall maintain an audio recording system that will log all conversations between a call taker or dispatcher and a person reporting an emergency by telephone answered in the Communications Center. The audio recordings will be maintained for no less than 100 days as required by California Government Code section 34090.6. Typically the digitally recorded audio conversations will be maintained for one year or longer.
- d. MARIN COMM shall maintain data from the CAD system for no less than two years. Typically the CAD information is maintained for 3-5 years or longer.



## EXHIBIT C – Fire Dispatch Performance Measures

- e. The CAD system contains a mechanism for the fire dispatcher to note the origin of the call. 9-1-1 calls automatically record their origin when the fire dispatcher creates an incident for assignment of emergency responders. Calls received in other ways must be manually noted as received by radio, telephone, in person, etc.
- f. MARIN COMM CAD times are synchronized to coordinated universal time (UTC) standards utilizing a GPS system interfaced to the computer aided dispatch system and the audio logger recording system. The CAD system continuously synchronizes itself every few minutes using a NetClock timeserver.
  - 1. The digital logging recorder system will be synchronized to the NetClock timeserver also.
  - 2. The new 9-1-1 call answering equipment will also be interfaced to the synchronized time after the Communications Center is relocated into its new facility in the Hall of Justice Building
  - 3. The MERA Gold Elite radio consoles are connected a NetClock UTC time synchronization device.
  - 4. Two visual time indicators from the NetClock synchronized timeserver are displayed in the new Communications Center facility.
  - 5. All time keeping devices in the Communications Center are maintained within +/- one (1) second of the NetClock timeserver UTC time.
- g. Ninety-five percent (95%) of alarms shall be answered within fifteen seconds and ninety-nine percent (99%) of alarms shall be answered within forty seconds.
  - 1. This activity is tracked based on the time (hh:mm:ss) the telephone call was received by MARIN COMM.
  - 2. MARIN COMM is only able to demonstrate compliance for answering 9-1-1 calls.
- h. Ninety-five percent (95%) of alarms will be dispatched within sixty (60) seconds. This activity is tracked based on the overall telephone call handling and decision to dispatch processes. CAD benchmark times leading to this time element are:
  - 1. Call received (9-1-1 only)
  - 2. Incident entered into the CAD
  - 3. Incident dispatched.
- i. When alarms are transferred from a primary 9-1-1 public safety answering point (PSAP), the transfer procedure shall not exceed thirty (30) seconds for ninety-five percent (95%) of all alarms processed.
  - 1. The only circumstances where this standard can be evaluated are for jurisdictions where MARIN COMM is the primary 9-1-1 PSAP (unincorporated areas and the incorporated towns and cities contracting with the COUNTY for police dispatch services), and in the city of Novato because the Novato Police Department operates the COUNTY CAD system remotely.
  - 2. There is no technical or operational way to determine compliance for calls transferred to MARIN COMM from the primary 9-1-1 PSAP in Fairfax, San Anselmo and Twin Cities. The fire departments in those jurisdictions will need to establish compliance criteria with the Chief of Police of the primary 9-1-1 PSAP in that city or town.
- j. Fire alarm 9-1-1 calls received by a primary 9-1-1 PSAP are transferred directly to the fire dispatcher. The primary 9-1-1 call taker shall remain on the telephone line until the fire

## EXHIBIT C – Fire Dispatch Performance Measures

- dispatcher receives the call. 9-1-1 emergency telephone calls will be transferred utilizing the selective router or forced transfer process and not relayed by voice unless the connection with the caller is lost.
- k. All alarms, including requests for additional resources, shall be transmitted to the identified emergency response units over the required dispatch circuit or circuits. Alarm dispatching will occur on the fire agency's primary dispatch radio channel.
  - l. The CAD system shall provide the fire dispatcher with an indication of the status of all emergency response units at all times.
    1. Emergency response units are required to notify the fire dispatcher of any changes in their location or capability that may affect the decision to include that unit in an alarm assignment.
    2. The fire dispatcher is required to maintain the last known unit status in the CAD. The status changes are reflected in the alarm incident history or the unit history files in the CAD system.
  - m. The fire dispatcher shall record all significant and benchmark activity in the CAD including, at a minimum, the following information:
    1. Units assigned to the incident, including all companies and supervisors for emergencies and subsequent emergencies; supervisory officers for alarms and subsequent alarms;
    2. Time of acknowledgement by each unit;
    3. Time of arrival at the scene by each unit;
    4. Time each unit cleared the scene and was returned to service.
    5. The fire dispatcher will also record other "benchmark" information broadcast by the first responder and/or the Incident Commander in the CAD incident history. This includes, initial report on conditions, progress reports, all clear reports, fireground emergency conditions, etc.
  - n. MARIN COMM will utilize the MOSCAD fire station alerting system for every alarm dispatch prior to the voice announcement. A steady alert tone will precede the voice announcement of the alarm dispatch on the FD DSP talk group.
  - o. A communications officer shall be assigned at major incidents.
    1. The Incident Commander must specifically request an Incident Dispatcher be assigned to the emergency, or an Incident Dispatcher is automatically assigned at the recording of a Fourth Alarm.
    2. The Incident Dispatcher shall be qualified based on training and certification in that function. If a qualified Incident Dispatcher is not available, a qualified Tactical Dispatcher will be assigned until an Incident Dispatcher can be provisioned. Incident Dispatchers are available from other agencies in the Bay Area and Northern California through the California Mutual Aid system.
    3. The "host" fire agency is responsible for paying any additional costs to dispatch an Incident Dispatcher to an emergency scene (typically at the 1.5 hourly salary rate for a minimum of four hours.)
  - p. In the event that the emergency unit(s) do not acknowledge the alarm assignment within two (2) minutes of the dispatch, the fire dispatcher will perform one or more of the following:
    1. Re-dispatch the unit(s);

## EXHIBIT C – Fire Dispatch Performance Measures

2. Contact the unit at their last known quarters location by a secondary means (telephone, pager);
  3. Notify the supervising officer of the unit by two-way radio communications (ring down, page).
- q. MARIN COMM shall establish a quality assurance program to ensure the consistency and effectiveness of alarm processing.
1. All personnel assigned to the fire dispatch assignment have completed a comprehensive training program consisting of at least 150 hours of instruction and one-on-one supervision by an experienced fire dispatcher certified as a Communications Training Officer.
  2. A Communications Center shift supervisor is on-duty at all times to provide direct leadership to the fire dispatcher, including directing action during unusual or extremely serious circumstances, training and evaluating their subordinates.
  3. A Communications Division manager is available on-duty or on-call at all times to coordinate major incident activities in the communications center.
  4. Any management, command or administrative officer for agency contracting for fire dispatch services from MARIN COMM may request a tape review of any incident.
    - a. All requests for incident review will be initially handled by a Communications Center supervisor, or as needed, by a Communications Division manager.
    - b. The requesting agency may request a copy of the audio logger recording, a written report or both.
  5. The communications liaison officer for any agency contracting for fire dispatch services from MARIN COMM may request an incident review at a subsequent Fire Dispatch Users Group meeting.
  6. The Communications Division managers and/or Communications Center supervisors perform random incident reviews to assure performance compliance.
  7. MARIN COMM provides call handling statistics to contracting agencies annually based on the previous calendar year.

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment (“First Amendment”) to Agreement, dated as of \_\_\_\_\_, 20 \_\_\_\_\_, 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 CITY OF SAN RAFAEL for its Fire Department (hereinafter referred to as “AGENCY”).

**RECITALS**

WHEREAS, COUNTY and AGENCY entered into that certain Agreement, dated February 28, 2012 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 (“Agreement”); 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, 2022, 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 of the Agreement 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 of the Agreement 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:  
 Darin White, Fire Chief  
 San Rafael Fire Department  
 1375 Fifth Avenue  
 San Rafael, CA 94901

and to:

Jim Schutz, City Manager  
 City of San Rafael  
 1400 Fifth Avenue  
 San Rafael, CA 94901

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 of the Agreement 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. San Rafael Fire Department**

| Name        | Rank       | Function        | Telephone | Fax      | Email                           |
|-------------|------------|-----------------|-----------|----------|---------------------------------|
| Darin White | Fire Chief | Department head | 485-3308  | 453-1627 | Darin.white@cityofsanrafael.org |

4. Section B of Exhibit B of the Agreement 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 of the Agreement 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**

| <b>Fire Dispatch Factor Description</b>  | <b>Item</b> | <b>5%</b> | <b>Total</b> |
|--|-------------|-----------|--------------|
| 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         | Quarterly Invoice |
| <b>Consortium Agencies</b> | <b>386,859</b>   | <b>100%</b> | <b>\$ 274,988</b> | <b>100,065</b>                | <b>100%</b> | <b>\$ 825,234</b> | <b>89,482</b>              | <b>100%</b> | <b>\$ 750,212</b> | <b>64,885</b>         | <b>100%</b> | <b>\$ 1,717,223</b> | <b>\$ 7,100</b>  | <b>\$ 3,574,757</b> | <b>\$ 178,738</b> | <b>\$ 3,753,495</b> |                   |
| Belvedere PD               | 12,527           | 3.24%       | \$ 8,904          | 12,527                        | 12.52%      | \$ 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          | \$ 94,755.26      |
| 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%       | \$ 4,936          | 0                             |             | \$ -              |                            | 0.00%       |                   | 6,944                 | 10.70%      | \$ 183,777          |                  | \$ 188,713          | \$ 9,436          | \$ 198,149          | \$ 49,537.25      |
| Kentfield FD               | 2,312            | 0.60%       | \$ 1,643          | 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          | \$ 104,325.00     |
| Ross Valley FD             | 5,994            | 1.55%       | \$ 4,261          | 0                             |             | \$ -              |                            | 0.00%       |                   | 5,994                 | 9.24%       | \$ 158,635          |                  | \$ 162,896          | \$ 8,145          | \$ 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          | \$ 141,898.84     |
| Southern Marin FD          | 7,930            | 2.05%       | \$ 5,637          | 0                             |             | \$ -              |                            | 0.00%       |                   | 7,930                 | 12.22%      | \$ 209,873          |                  | \$ 215,509          | \$ 10,775         | \$ 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”

CITY OF SAN RAFAEL

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: JIM SCHUTZ, City Manager

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.

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert F. Epstein, City Attorney