

**AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE ROSS VALLEY FIRE DEPARTMENT AND THE TOWN OF SAN ANSELMO**

This Amended and Restated Professional and Financial Services Agreement (“Agreement”) dated _____ (“Effective Date”) is entered into by and between the Ross Valley Fire Department, a California Joint Powers Authority (“RVFD”) and Town of San Anselmo, a California Municipal Corporation (“Town”, collectively the “Parties”) with respect to the following:

RECITALS

WHEREAS, the RVFD is a consolidated fire protection Joint Powers Authority established pursuant to the California Joint Exercise of Powers Act (Government Code Sections 6500 *et seq.*, the “Act”) whose member agencies are the Town of San Anselmo, the Town of Fairfax, the Town of Ross, and the Sleepy Hollow Fire Protection District; and

WHEREAS, the Act allows member agencies to enter into contracts with each other; and

WHEREAS, on July 1, 2020, the Town and RVFD entered into a contract for financial services, whereby the Parties agreed that the Town would provide certain financial services for RVFD, and an addendum to said agreement on October 13, 2021 (collectively, the “Original Agreement”); and

WHEREAS, the Parties now desire to expand the scope of services the Town will provide to RVFD to include human resource professional services; and

WHEREAS, the Parties now desire to amend and restate the Original Agreement as set forth herein to reflect the additional services to be provided by the Town to RVFD.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties hereby agree to amend and restate the Original Agreement as follows:

AGREEMENT

- 1) **TERM OF AGREEMENT.** This Agreement shall commence on the Effective Date stated above and shall continue in full force and effect for an indefinite term until terminated as set forth in this Agreement.
- 2) **AMENDED AND RESTATED AGREEMENT; EARLIER AGREEMENTS SUPERSEDED.** This Agreement between the Parties supersedes all other earlier written and verbal agreements between the Town and RVFD regarding the subject matter herein, which earlier understandings and agreements are hereby revoked, superseded, and terminated
- 3) **SERVICES.** Subject to the terms and conditions set forth in this Agreement, the Town shall provide to the RVFD the services described in Exhibits “B,” and “C”. The Town shall provide said services at the time, place, and in the manner specified in Exhibit “A.” In the event of a

conflict between this Agreement and any Exhibit or other document relating to the scope of services or payment, the terms of this Agreement shall control.

- 4) PAYMENT. RVFD shall pay the Town for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "D." The payments specified in Exhibit "D" shall be the only payments to be made to the Town for services rendered pursuant to this Agreement. The Town shall submit all billings for said services to the RVFD in the manner specified in Exhibit "D."
- 5) FACILITIES AND EQUIPMENT. The Town shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. RVFD agrees to guarantee access and make provisions for the Town to enter RVFD property to do its work and make available all pertinent data and records for review.
- 6) GENERAL PROVISIONS. The general provisions set forth in Exhibit "A" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "A" shall control.
- 7) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "E" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "E" shall control.
- 8) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.
- 9) ANTI-DISCRIMINATION AND ANTI-HARASSMENT. The Town and/or any subcontractor of the Town shall not unlawfully discriminate against or harass any individual, including, but not limited to, any employee or volunteer of the RVFD based on race, color, religion, nationality, sex, sexual orientation, age, or condition of disability in the provision of Services under this Agreement. The Town and/or any subcontractor understands and agrees that the Town and/or any subcontractor is bound by and will comply with the anti-discrimination and anti-harassment mandates of all Federal, State, and local statutes, regulations, and ordinances, including, but not limited to, RVFD Personnel Management Regulation, which shall be provided to the Town.
- 10) CONFIDENTIALITY. During performance of this Agreement, the Town may gain access to and use RVFD information, including but not limited to confidential Human Resources and Financial information, data, and other vital information (hereafter collectively referred to as "RVFD Information"). The Town agrees to protect and hold in strict confidence all RVFD information and treat it as strictly confidential, and further agrees that the Town shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any

RVFD information to a third party without the prior written consent of RVFD. In addition, the Town shall comply with any RVFD policies governing the use of RVFD's network and technology systems, which policies shall be provided to the Town. A violation by the Town of this section shall be a material violation of this Agreement.

- 11) RECORDS MANAGEMENT AND RETENTION: The Town shall follow RVFD's record retention schedule for the maintenance and destruction of documents related to the work performed under this contract, which record retention schedule shall be provided to the Town.
- 12) FINANCIAL INTEGRITY: If any act or omission under this Agreement by the Town and its staff presents a reasonable perceived or potential risk to the public funds/monies being handled or controlled by the Town on RVFD's behalf, RVFD shall notify the Town of the concern by email, telephone and in writing. If the Town fails to correct the concern within thirty (30) days after receipt of written notice, RVFD may suspend this Agreement until such time as this concern has been corrected. The decision of RVFD as to the existence of such a risk or concern and its resolution shall be final, but the Town shall be permitted to present its response to the RVFD Board of Directors either in writing or orally or both before any such final decision is rendered. Should the RVFD Board of Directors determine that there is no reasonable risk and/or the concerns have been addressed by the Town, then no action shall be taken and the Agreement shall remain in effect.
- 13) AMENDMENTS. This Agreement may only be amended in writing by mutual consent of both parties in writing.
- 14) JURISDICTION AND VENUE. This Agreement shall be construed under the laws of the State of California. Venue shall be the Marin County Superior Court or the United States District Court of Northern California.
- 15) NOTICE. This Agreement shall be managed by the individuals listed below unless otherwise changed in writing by either party:

For RVFD: Dan Mahoney, Fire Chief, or designee
Ross Valley Fire Department
777 San Anselmo Ave
San Anselmo, CA 94960
(415) 601-9095
dmahoney@rossvalleyfire.org

For the Town: David Donery, Town Manager, or designee
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960
(415) 258-4652
ddonery@sananselmo.gov

16) SEVERABILITY. If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

17) COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed by each party in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one binding document. Both parties may execute this agreement via electronic signature and deliver via electronic means.

18) ENTIRE AGREEMENT. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between RVFD and the Town. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

19) EXHIBITS. The following Exhibits are attached and incorporated to this agreement

Exhibit A – General Provisions

Exhibit B – Services Provided - Financial

Exhibit C – Services Provided - Human Resources

Exhibit D – Payments and Fees

Exhibit E – Insurance Requirements

EXECUTED as of the day first above-stated.

Steve Burdo, Board President

Date

Dave Donery, San Anselmo Town Manager

Date

EXHIBIT A

General Provisions

- 1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, the Town shall be an independent contractor and shall not be an employee of RVFD. RVFD shall have the right to control the Town only insofar as the results of the Town's services rendered pursuant to this Agreement; however, RVFD shall not have the right to control the means by which the Town accomplishes services rendered pursuant to this Agreement.
- 2) RELATIONSHIP BETWEEN THE PARTIES. It is expressly understood that in the performance of the services herein, the Town, and the agents and employees thereof, shall act in an independent capacity and not as officers, employees or agents of the RVFD. The Town shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.
- 3) LICENSES, PERMITS, ETC. The Town represents and warrants to RVFD that the Town has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for the Town to practice the services required under this Agreement. The Town represents and warrants to RVFD that the Town shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for the provision of services under this Agreement.
- 4) STANDARD ACCOUNTING & FISCAL PRACTICES. Standard and sound public entity accounting and fiscal procedures and practices shall guide all the Town personnel performing financial services under this Agreement. RVFD and the Town shall have the opportunity to review and provide input during the formulation and identification of all such accounting and fiscal procedures and practices applicable to the Town's performance hereunder. RVFD reserves the right to modify financial practices and standards to conform with any changes required by law. The Town will have 30 days from the time of notification in writing to institute changes unless a different time period is agreed upon in writing by the Parties.
- 5) TIME. The Town shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of the Town's obligations pursuant to this Agreement.
- 6) CONTRACTOR NOT AN AGENT. Except as RVFD may specify in writing, the Town shall have no authority, express or implied, to act on behalf of RVFD in any capacity whatsoever as an agent. The Town shall have no authority, express or implied, pursuant to this Agreement, to bind RVFD to any obligation whatsoever.
- 7) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. The rights, responsibilities and duties under this Agreement are personal to the Town and may not be transferred or assigned without the express prior

written consent of RVFD, which consent shall not be unreasonably withheld. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

- 8) PERSONNEL. The Town shall assign only competent personnel to perform services pursuant to this Agreement. In the event that RVFD, in its reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by the Town to perform services pursuant to this Agreement, the Town shall remove any such person from the performance of services under this Agreement immediately upon receiving written notice from RVFD of the desire of RVFD for the removal of such person or persons.
- 9) STANDARD OF PERFORMANCE. The Town shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which the Town is engaged in the geographical area in which the Town practices the profession.
- 10) TERMINATION.
 - a) Without Cause. Either Party may terminate this Agreement without cause upon thirty (30) days' written notice delivered by registered mail.
 - b) Cause. Either Party may terminate this agreement for cause upon fifteen (15) days' written notice delivered by registered mail, and the notified Party's failure to cure or correct the cause of termination to the reasonable satisfaction of the party giving such notice within said fifteen (15) day period.
 - c) Effect of Termination. Upon receipt of a notice of termination, neither Party shall incur additional obligations under any provision of this Agreement without prior written agreement.
 - d) Return of Documents. Upon termination, any and all RVFD documents and/or materials provided to the Town, and any and all of the Town's documents and/or materials prepared in relation to the performance of its duties under this Agreement, shall be delivered to RVFD no later than thirty (30) days after termination.
 - e) Compensation for Work Performed. In the event this Agreement is terminated pursuant to this Section, RVFD shall pay the Town the actual value of the work performed up to the time of termination. Upon termination, the Town will submit an invoice to RVFD of outstanding work performed.
- 11) INDEMNIFY AND HOLD HARMLESS. the Town shall indemnify, defend, and hold harmless the RVFD, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, in connection with its performance under this Agreement. It is understood that the duty of the Town to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve the Town from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

- 12) COMPLIANCE WITH APPLICABLE LAWS. The Town shall comply with all Federal, State and local laws, rules, regulations, ordinances and resolutions.
- 13) PROHIBITED INTERESTS. No employee of the RVFD shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the RVFD if this provision is violated.
- 14) CONFLICT OF INTEREST. The Town covenants and declares that other than this Agreement, it has no holdings or interests within the RVFD, nor business holdings, contracts or agreements with any official, employee, or other representative of RVFD. The Town further covenants that it shall not enter into any agreement or otherwise acquire any holdings or interests that would hinder the Town's performance of services under this Agreement.

Exhibit B

Finance Functions

The following functions are all such services rendered by the Town to RVFD.

Budgeting

Prepare, analyze, and administer the RVFD budget. Collaborate with the Fire Chief to prepare, analyze, and administer the budget, ensuring effective financial management and resource allocation.

Accounting

Manage accounts payable and receivable, general ledger, and financial reporting. Oversee the management of accounts payable and receivable, ensuring timely processing of payments and collections to maintain accurate financial records. Maintain the general ledger, reconciling accounts, and tracking financial transactions to ensure accuracy and compliance. Prepare and analyze financial reports to support strategic decision-making and ensure transparency in financial operations.

Payroll

Calculate wages, withhold taxes, distribute paychecks or direct deposits, ensure compliance with local, state, and federal regulations, and generate applicable tax documents such as W-2s and 1099's, maintain payroll records and assist with employee onboarding and offboarding with respect to payroll issues. Ensure that all employee paychecks are accurate based on current agreements (Memorandum of Understanding or Resolutions).

Cash Management

Manage cash and investments by monitoring cash flow, optimizing liquidity, and ensuring funds are allocated efficiently to meet operational needs.

Debt Management

Manage RVFD's debt.

Financial Reporting

Prepare and publish financial reports.

Auditing

Coordinate internal and external audits to ensure compliance. Coordinate internal and external audits to uphold compliance with financial regulations and policies, maintaining transparency and accountability in all financial operations

Risk Management

Develop loss control programs to manage risk and expenses.

Grants

Manage the financial aspects of grants received.

Capital Assets

Manage equipment purchased and used by RVFD. Maintain an inventory of capital assets in accordance with GASB guidelines. Ensure timely depreciation tracking, disposal documentation, and annual inventory reconciliation.

Exhibit C

Human Resource Functions

The following functions are all such services rendered by the Town to RVFD.

Recruitment and Staffing

Develop and execute recruitment strategies to attract and hire qualified candidates. This involves identifying staffing needs, advertising open positions, managing job postings, screening applications, coordinating interviews, coordinating background checks and communicating with applicants. Coordinate the on and offboarding process and separations.

Employee Relations

Serve as a point of contact for all employees' concerns, including concerns related to the Fire Chief of RVFD. Foster positive relationships between RVFD and its employees. Promote a fair and respectful workplace. Work collaboratively with RVFD to manage labor relations. This involves assisting with negotiating collective bargaining agreements, managing collective bargaining agreements, and interpreting and administering the terms of said agreements. Responsibilities also include coordinating and ensuring compliance with all relevant State and Federal labor laws, including ADA, CFRA, FLSA, FMLA, PDL, and other applicable regulations and leave programs. Serve as a point of contact for RVFD employees with questions on these regulations and programs. Services may also include administrative support only to the Fire Chief of RVFD when handling investigations, employee relations issues, addressing grievances, managing disciplinary actions, and ensuring compliance with labor relations laws and collective bargaining agreements.

Compensation and Benefits Administration

Manage the RVFD's compensation structure, including salaries, wages, and benefits packages. This involves administering payroll, managing employee benefits (CalPERS, health insurance, retirement plans, etc.), retiree benefits/compensation, and ensuring compliance with relevant regulations. Research salary structures and pay scales.

Workers' Compensation

Manage and track employees who are on leave pursuant to California Labor Code section 4850. Ensure workers' compensation payments are accurate and update RVFD on employee work status.

Performance Management

Ensure all Performance Appraisals are completed for Memorandum of Understanding Step increase requirements. Work collaboratively with RVFD to implement current best practices in the RVFD Performance Management Program.

Employee Records Management:

Maintain payroll information. Work collaboratively with RVFD to maintain accurate and confidential employee records (Personnel Folder).

Policy Development and Implementation:

Work collaboratively with RVFD in developing and implementing personnel policies .

EXHIBIT D

Payments and Fees

1) Pricing shall be as follows:

The total contract price for services rendered by the Town under this Agreement shall be \$136,000 annually for the first year.

The compensation for services under this Agreement shall increase annually by 3%, effective starting July 1, 2026.

The total contract price for services rendered by the Town under this Agreement shall be billed quarterly.

2) The payments shall constitute all compensation to the Town for all costs of services, including but not limited to, direct costs of labor of employees engaged by the Town, phone charges, copying charges, software licenses, data requests, etc.

3) Any additional meetings or work required beyond that set forth in **Exhibit "B & C"** shall be mutually agreed to in writing by the RVFD and the Town, and shall be billed on a time and materials basis to RVFD and shall be considered an amendment to this Agreement.

EXHIBIT E

Insurance Requirements

The Town shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Town, its agents, representatives, or employees.

1) **MINIMUM SCOPE AND LIMITS OF INSURANCE**

a) Commercial General Liability coverage with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

d) Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.

2) **ACCEPTABILITY OF INSURER.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the RVFD.

3) **VERIFICATION OF COVERAGE.** The Town shall furnish the RVFD with proof of insurance as required by this Exhibit D.

4) **SUBCONTRACTORS.** The Town shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of the Town to verify existence of subcontractor's insurance shall not relieve the Town from any claim arising from subcontractor's work on behalf of the Town.

