



# MARIN COUNTY SHERIFF'S OFFICE

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

ROBERT T. DOYLE

Sheriff

TIMOTHY J. LITTLE

Undersheriff

February 9, 2010

Marin County Board of Supervisors  
Marin County Civic Center, Room 329  
San Rafael, CA 94903

**SUBJECT:** Memorandums of Understanding (MOUs) between the eight Towns/Cities of Belvedere, Corte Madera, Fairfax, Mill Valley, Ross, San Anselmo, Sausalito, and Tiburon and the Marin County Sheriff's Office of Emergency Services.

**RECOMMENDATION:** Approval by the Board of eight MOUs with three-year contractual periods of July 1, 2009 to June 30, 2012: Belvedere, Corte Madera, Fairfax, Mill Valley, Ross, San Anselmo, Sausalito and Tiburon.

**SUMMARY:** Under the MOUs, the Marin County Sheriff's Office of Emergency Services agrees to provide emergency management services, for a fee, to support emergency coordination, planning, training, and exercising. Complete documentation is available in the Clerk's office.

**FISCAL IMPACT:** Marin County receives annual revenue to defray the costs of staffing in the amounts listed below:

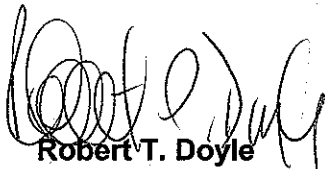
Belvedere	\$1,385	Corte Madera	\$5,930	Fairfax	\$4,769
Mill Valley	\$8,862	Ross	\$1,518	San Anselmo	\$8,066
Sausalito	\$4,776	Tiburon	\$5,646		

Total revenue is \$40,952 for the current fiscal year.

**ALTERNATIVE TO RECOMMENDED ACTION:** The MOUs would not be extended, with a loss of revenue to the County as well as negatively impacting the coordination of emergency services throughout the County.

**REVIEWED BY:**

<input checked="" type="checkbox"/>	County Counsel	<input type="checkbox"/>	N/A
<input type="checkbox"/>	Human Resources	<input checked="" type="checkbox"/>	N/A
<input type="checkbox"/>	Auditor-Controller	<input checked="" type="checkbox"/>	N/A
<input checked="" type="checkbox"/>	Sheriff	<input type="checkbox"/>	N/A



Robert T. Doyle  
Sheriff

AREA CODE 415

24-HOUR NUMBER  
499-7233

FAX  
507-4126

ADMINISTRATION  
499-7250

CIVIL  
499-7282

COMMUNICATION  
SERVICES  
499-7243

COURTS  
499-7393

EMERGENCY  
SERVICES  
499-6584

INVESTIGATIONS  
499-7265

JAIL  
499-6655

MAJOR CRIMES  
TASK FORCE  
884-4878

PATROL  
499-7233

RECORDS  
499-7284

WARRANTS  
499-7297

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www.marinsheriff.org

www.co.marin.ca.us

**MEMORANDUM OF UNDERSTANDING**  
**MARIN OPERATIONAL AREA**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the COUNTY OF MARIN, a Political Subdivision of the State of California, acting by and through its Board of Supervisors, hereinafter referred to as "County" and the City of **BELVEDERE**, a municipal corporation of the State of California, hereinafter referred to as "City."

**WITNESSETH:**

**WHEREAS**, County has adopted the Standardized Emergency Management System pursuant to the provisions of Division 2, Title 19 of the California Government Code; and

**WHEREAS**, County has adopted the National Incident Management System pursuant to the provisions of the President's Homeland Security Directive-5 (Management of Domestic Incidents); and

**WHEREAS**, County has presently existing a well-established Emergency Operations Plan, and a presently existing, well-established Emergency Organization functioning under the County Director of Emergency Services pursuant to Section 2.99 of the Marin County Code; and

**WHEREAS**, it would be naturally advantageous to the parties hereto to have the County Sheriff's Office of Emergency Services perform certain functions for the said City;

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained, it is mutually agreed, in accordance with the terms and provisions of the California Emergency Services Act (Title 2, Division 1, Chapter 7 of the Government Code), as follows:

**I. LIAISON**

County agrees to appoint a person, at staff level, as a liaison person to City, and City agrees to appoint a primary point of contact person to County. The employee(s) who is (are) assigned to act as liaison to the City shall not be an employee of the City. The personnel management of such employee is the responsibility of the County.

**II. SERVICES**

County shall cause the County Emergency Program Manager, and other County Officers and employees subject to his direction and control, to perform in coordination with and at the request of the City, during the term of this Agreement those functions identified as *Scope of Services* in the attached document, "Marin Operational Area Memorandum of Understanding for Emergency Management Services 2009-2012," for said City.

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*MARIN OPERATIONAL AREA*

**III. INDEMNIFICATION**

- A. The CITY agrees to defend, indemnify, hold harmless and release the COUNTY, its Board of Supervisors, and the officers, agents, and employees of the COUNTY, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity including the CITY, arising out of or in connection with the activities of the CITY, its Council, the officers, agents, and employees of the CITY pursuant to this Agreement whether or not there is concurrent negligence on the part of the COUNTY but excluding liability due to the sole active negligence or sole willful misconduct of the 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 the CITY or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
  
- B. The COUNTY agrees to defend, indemnify, hold harmless, and release the CITY, its Council, and the officers, agents, and employees of the CITY, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity including the COUNTY, arising out of or in connection with the activities of the COUNTY, its Board of Supervisors, the officers, agents, and employees of the COUNTY pursuant to this Agreement whether or not there is concurrent negligence on the part of the CITY but excluding liability due to the sole active negligence or sole willful misconduct of the CITY. 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 the COUNTY or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

**IV. COMPENSATION**

City agrees to pay County a fee of \$1,385 annually per the population base rate schedule in this Agreement for which the term runs for three (3) fiscal years commencing on July 1, 2009 through June 30, 2012.

**V. TERMS**

This Agreement shall commence on July 1, 2009 and shall continue for three (3) fiscal years thereafter. Either party may terminate this Agreement, effective at the end of the County fiscal year, June 30, 2012, by written notice to do so on or before May 1, 2012. The rights and obligations the withdrawing party shall terminate at the end of the County fiscal year after the date of notice.

**VI. RATE SCHEDULE**

The rate schedule for this agreement is based upon a population percentage rate of the total population of the participating incorporated areas of Marin County.

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MARIN OPERATIONAL AREA

IN WITNESS WHEREOF, COUNTY OF MARIN, acting and through its Board of Supervisors, and the City of BELVEDERE, acting by and through its Council, have caused this Agreement to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

COUNTY OF MARIN,  
a Political Subdivision of the State of California,

By \_\_\_\_\_  
President, Board of Supervisors

CITY OF BELVEDERE,  
a Municipal Corporation of the State of California,

By B. J. Morrison  
MAYOR  
(Title)

Attest:

By Justie Laurent  
DEPUTY CITY CLERK  
(Title)

*Reviewed as to Substance by Department*

Paul P. Doff  
Sheriff, County of Marin

*Reviewed as to form by County Counsel*

Renee Graumann Brewer  
County Counsel, County of Marin