



FAIRFAX TOWN COUNCIL MEETING

STAFF REPORT

MEETING DATE: June 5, 2024
PREPARED FOR: Mayor and Town Council
PREPARED BY: Heather Abrams, Town Manager
SUBJECT: Authorize the Town Manager to Execute a Memorandum of Understanding (MOU) with the County of Marin and the Marin Office of Emergency Management for FY 2024-2025

RECOMMENDATION

Authorize the Town Manager to execute Memorandum of Understandings (MOU) for the 2024-2025 Marin Operational Area with the County of Marin and for the 2024-2025 Emergency Operations Center and Optional Emergency Management Services with the Marin Office of Emergency Management.

BACKGROUND

The Town of Fairfax has maintained MOUs with the Marin Operational Area and the Marin County Sheriff's Office for several years to enhance our emergency management capabilities. The [current agreement](#) expired on June 30, 2023. There have been changes in the Marin County office, and the Office has continued to be pivotal in providing essential services such as disaster response coordination, training, and public awareness campaigns. These services are crucial for maintaining the safety and preparedness of our community.

Approximately a year ago Marin County moved the Office of Emergency Services (OES) from the Sheriff's Office to report to the Marin Fire Department as the Office of Emergency Management (OEM). OEM has been even more proactive in working with the Marin Cities and Towns, and the proposed expanded agreement reflects this. The Director of OEM, Steven Torrence, is planning to present to the Fairfax Council in July to describe the OEM services more fully to the public and the Council.

ANALYSIS

The proposed MOU with the County of Marin for the Operational Area outlines the continuation of administrative and emergency services at an annual fee of \$7,500. The fee to Fairfax, is Fairfax's portion as a small jurisdiction, covering various Countywide essential services:

- Grants Management and Audits: \$15,000
- Incident Management System (WebEOC): \$95,000
- Alert and Warning Software (Everbridge / AlertMarin): \$55,419
- Hazard Mitigation Plan: \$50,000
- Emergency Operations Plan and Annexes: \$83,333
- Emergency Operations Center readiness and technology maintenance: \$30,000
- Emergency Management Preparedness Program (ReadyMarin): \$50,000
- 24/7 Duty Officer Program: \$93,770

- Mass Care and Sheltering Resource Management and Storage: \$120,000
- Training and Exercises: \$5,000

The MOU also ensures the Town's participation in the Marin Operational Area Emergency Operations Center (EOC), which will provide situational awareness, mutual aid coordination, and disaster response management.

The MOU with the Marin Office of Emergency Management formalizes the operation of a joint EOC at the County facility, with provisions for negotiating additional emergency management services as needed. This MOU incurs no direct costs unless additional services are requested, which would be subject to a separate agreement.

FISCAL IMPACT

The FY24-25 budget notes the annual fee for the Marin Operational Area MOU under 01-418-821. There are no immediate additional costs associated with the MOU with the Marin County Office of Emergency Management unless additional services are requested.

ATTACHMENTS

Proposed agreement with the Marin County Office of Emergency Management

MEMORANDUM OF AGREEMENT
OF THE MARIN OPERATIONAL AREA AND POLITICAL SUBDIVISIONS

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between the COUNTY OF MARIN and implemented by the County of Marin Fire Department’s Office of Emergency Management, a Political Subdivision of the State of California, acting by and through its Board of Supervisors, hereinafter referred to as "**County**" and the _____, a municipal corporation of the State of California, hereinafter referred to as "**Political Subdivision**," collectively, "the Parties."

WITNESSETH:

WHEREAS, County has adopted the Standardized Emergency Management System pursuant to the provisions of Division 1, Title 2 of the California Government Code; and

WHEREAS, it is the intent of the Parties hereto to coordinate prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused, or war-caused disasters, hereinafter referred to as emergencies, as required by the California Emergency Services Act, Chapter 7 of Division 1 of Title 2 of the California Government Code (Gov’t Code §§ 8850 et seq.), and the Standardized Emergency Management System (SEMS) Regulations, Division 2 of Title 19 California Code of Regulations (19 C.C.R. §§ 2400 et seq.); and

WHEREAS, under Government Code Section 8605, each county geographic area is designated as an Operational Area, an intermediate level of the state emergency services organization, consisting of a county and all political subdivisions within the county area; and

WHEREAS, the purpose of an Operational Area, as defined in Government Code Section 8605 and Title 19 California Code of Regulations Sections 2403 and 2409, is to manage and coordinate information, resources, and priorities among the local governments within the geographic area of the County, and to serve as the coordination and communication link between the local government level and the regional level of the State; and to use multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities; and

WHEREAS, this Agreement is intended to provide for the continued management of the Operational Area; cooperative and mutual handling of duties and responsibilities of the Operational Area Lead Agency; coordination of the emergency functions of the Operational Area with all other public agencies, corporations, organizations, and affected private persons within the Operational Area; and the preparation and implementation of plans for the protection of persons and property within the Operational Area in the event of an emergency; and

WHEREAS, County maintains multijurisdictional plans, systems, services, and programs herein described as the County Emergency Operations Plan and associated Annexes, the County Hazard Mitigation Plan, the Alert and Warning System, the County Disaster Sheltering resources, Emergency Management and Public Safety Grants, County Incident Management System, Duty Officer Program, Operational Area

Training and Exercise Program, and a well-established Emergency Organization Center functioning under the County Director of Emergency Management pursuant to Section 2.99 of the Marin County Code; and

WHEREAS, Political Subdivision is located within the Operational Area;

WHEREAS, it would be naturally advantageous to the parties hereto to have County's Emergency Management Office perform certain functions for the said Political Subdivision;

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:

A. RECOGNITION OF AND PARTICIPATION IN THE OPERATIONAL AREA FOR DISASTER RESPONSE AND RECOVERY OPERATIONS

I. The Parties recognize an Operational Area, as the term defined in the California Code of Regulations (Cal title 19, 2401 et. Seq) which designates an intermediate level of organization for coordination and communication between political subdivisions within Marin County boundaries. The Parties agree to participate in an organizational structure, or Operational Area Organization ("Organization"), which shall be a planning partnership limited to the exchange of intelligence, identification of potential resources, facilitation of certain mutual aid processes, cooperative training activities, and reciprocal lines of communication. The primary purpose of the Organization shall be to facilitate local emergency response plans and programs which are intended to preserve the life and safety of people, property, and the environment.

II. In addition, each party agrees that the Organizational structure will utilize the Multi-Agency Coordination System (MAC) defined as a formal decision-making process involving the agencies and jurisdictions impacted by a disaster for the prioritization of incidents and the sharing and allocation of critical resources.

III. The Parties shall designate individuals from their political subdivision to be trained to staff functions in the Operational Area Emergency Operations Center (EOC). Each party to this Agreement shall also designate, in writing, a line of succession of officials who are empowered to speak on behalf of the party at the political subdivision by organizational title.

B. DESIGNATED LEAD AGENCY

I. The Parties hereby designate the Marin County Fire Department's Office of Emergency Management (OEM) as the Lead Agency of the Marin Operational Area and Disaster Council (DC3). The Marin County Fire Department's Office of Emergency Management staff shall be responsible for the day-to-day administration of the Operational Area in accordance with the policies and procedures recommended by the Marin Operational Area and Disaster Council. This includes coordinating the initial planning and development of the Operational Area in coordination with local governments and all political subdivisions.

- II. The Lead Agency shall:
 - a. Coordinate information, resources, and priorities among local government entities situated within the Operational Area, as prescribed by the MOA and Disaster Council;
 - b. Coordinate information, resources, and priorities between the regional level and the local government levels. Coordination of fire and law enforcement resources shall be accomplished through their respective mutual aid systems;
 - c. Utilize the Multi-Agency Coordination System to facilitate decisions for overall Operational Area level emergency response and mutual aid activities and during situations where complex policy issues impact multiple jurisdictions.

C. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS) REGULATIONS

The County and Political Subdivision recognize and fully support California’s Standardized Emergency Management System (SEMS). Development of the Marin County Operational Area and its Disaster Response Standard Operating Procedures will be in accordance with the major components of SEMS identified in California Code of Regulations, Title 19, Division 2, Office of Emergency Service which includes:

- I. Multi-Agency Coordination System (MAC)
- II. The State’s Master Mutual Aid Agreement
- III. Operational Area
- IV. Operational Area Satellite Information System (OASIS)

D. MUTUAL AID COORDINATION

I. Law Enforcement Mutual Aid

This Agreement shall support the Law Enforcement Mutual Aid Plan issued and revised under the authority of the California Master Mutual Aid Agreement and California Emergency Services Act under the authority of Sections §8550, 8569, 8615 through 8619, and 8668 of the California Government Code, the California Emergency Plan, and the Master Mutual Aid Agreement. The Law Enforcement Mutual Aid Agreement describes the standard procedures used to acquire law enforcement mutual aid resources and the method to ensure coordination, and this Agreement shall not dictate or supplant authorities, roles, and responsibilities of the under the purview of the Law Enforcement Mutual Aid Plan. The provisions of this Agreement shall support the implementation of mutual aid coordination to the extent of which the Operational Area is requested.

II. Fire and Rescue Mutual Aid

This Agreement shall support the Fire and Rescue Mutual Aid Plan issued and revised under the authority of the California Master Mutual Aid Agreement and in alignment with the California Fire Assistance Agreement. The Fire and Rescue Mutual Aid Plan describes the standard procedures used to acquire Fire and Rescue mutual aid resources and the method to ensure coordination, and this agreement shall not dictate or supplant authorities, roles, and responsibilities of the under the

purview of the Fire and Rescue Mutual Aid Plan. The provisions of this Agreement shall support the implementation of mutual aid coordination to the extent of which the Operational Area is requested.

III. Emergency Medical Services Mutual Aid

This Agreement shall support the California Emergency Medical Services Mutual Aid Plan issued and revised under the authority of the California Code of Regulations Title 22, Division 9 and the California State Health and Safety Code, Section 1797.170(b). The Law Enforcement Mutual Aid Agreement describes the standard procedures used to acquire law enforcement mutual aid resources and the method to ensure coordination, and this agreement shall not dictate or supplant authorities, roles, and responsibilities of the under the purview of the Law Enforcement Mutual Aid Plan. The provisions of this Agreement shall support the implementation of mutual aid coordination to the extent of which the Operational Area is requested.

E. LOCAL AUTHORITY AND AGENCY HAVING JURISDICTION

In the event of an actual or threatened emergency, each political subdivision within the County of Marin shall retain the authority provided for by law respecting its jurisdiction. No provision created by this Agreement can bind parties to legal or financial obligations outside of its jurisdiction.

Political Subdivision shall hold the designation of lead agency and Agency Having Jurisdiction for incidents occurring within the jurisdiction of Political Subdivision.

F. PROVISIONS OF FACILITIES AND RESOURCE SUPPORT

- I. The County shall provide for an Operational Area Emergency Operations Center (OA-EOC) located at 1600 Los Gamos Drive, San Rafael, California. Alternate locations may be utilized in the event this location is unsafe or unavailable. The County shall also provide EOC support staff for the Operational Area EOC during actual operations, drills, and training where the incident involves two or more jurisdictions and or the County EOC structure is activated at the request in support of an on-going incident.
- II. All Parties to this Agreement may provide representatives to the Operational Area EOC for decision making, situational awareness and liaison activities if the designated official is serving in an official and recognized EOC function. Parties may be denied access if intelligence or sensitive information are being shared and Political Subdivision is not a subject or direct party of the incident.
- III. The Operational Area EOC will facilitate the activation of mutual aid resources, EOC staffing, and resource requests between Political Subdivision and County, Political Subdivision and other political subdivisions within the Operational Area, and/or between Political Subdivision and the State of California.

G. COUNTY LIAISON TO POLITICAL SUBDIVISION

County agrees to appoint a person, at staff level, as a liaison person to Political Subdivision (“County Liaison”), and Political Subdivision agrees to appoint a primary point of contact person to County. The County Liaison shall not be an employee of the Political Subdivision. The personnel management of County Liaison is the responsibility of the County.

The County Liaison will provide the following services during the performance period of this Agreement:

- I. Assistance with wildfire, tsunami, and other requested evacuation drills
- II. Coordination and guidance on the application and use of grants – pre-award
- III. Physical Copies of all Operational Area Plans and Procedures
- IV. One (1) Annual briefing for elected officials on the Operational Area Program and Status
- V. Assistance with development of local Emergency Operation Centers and Emergency Management Programs supported by the Political Subdivision
- VI. Emergency information sharing between the Federal, State, and Regional Emergency Management channels (e.g., Red Flag Warning, Tsunami notifications, and High Wind notifications)
- VII. Initial Damage Estimate Coordination and Post-Disaster Cost Recovery coordination
- VIII. Threat and Hazard Identification and Hazard Assessment (THIRA)
- IX. Two (2) community presentations or community events within the jurisdiction.

H. POLITICAL SUBDIVISION CAPACITY BUILDING INITIATIVE

- I. Political Subdivision agrees to manage and maintain a reasonable local emergency management program which shall be administered by public officials from the Political Subdivision.
- II. Political Subdivision agrees to conduct (1) one, annual table-top exercise in coordination with the County or led by an external party; or, send the dedicated emergency management liaison(s) from the jurisdiction to Operational Area trainings and exercises led by the County; or annually send ten-percent (10%) of Political Subdivision's full-time staff to (1) one training and/or exercise led by the County.
- III. Political Subdivisions agrees to adopt the Standardized Emergency Management System as required by the State of California for emergency operations and the Incident Command System for field operations as required by the National Incident Management System.
- IV. Political Subdivision agrees to utilize the emergency tools, resources, and communication tools provided by the Operational Area Coordinator during emergency situations to the extent that the systems are operable and accessible. In the absence or where impractical, Political Subdivision agrees to utilize tools aligned with the Standardized Emergency Management System and/or the Incident Command System.
- V. Political Subdivision agrees to assign a member to the Marin Operational Area Disaster Council by either voting for a representative who may serve as a liaison for multiple jurisdictions, proxy, and/or a direct appointment to the Marin Operational Area Disaster Council. Said appointee shall represent Political Subdivision in the review and advisement of Operational Area plans and annexes, standard operating procedures, systems, programs, and topics related to the Operational Area's emergency management program.

I. SUMMARY OF CHARGES INCURRED BY THE OPERATIONAL AREA

County, serving in its capacity as the Operational Area Coordinator shall maintain certain contracts, services, plans, agreements, and programs to support Operational Area coordination and share critical information as required by the California Code of Regulations.

The summary of charges below reflects the annual costs for the aforementioned services, which are above the requirements of California Code of Regulations and the California Standardized Emergency Management System:

Active Projects and Description (2023)	Annual Cost to the County of Marin
Grants Management and Audits*	\$15,000*
OA Incident Management System (WebEOC)	\$95,000
Alert and Warning Software (Everbridge / AlertMarin)	\$55,419
20% of estimated cost for 5-year Multijurisdictional Hazard Mitigation Plan	\$50,000
33% of estimated cost for 3-year Multijurisdictional Emergency Operations Plan and all hazard-specific annexes	\$83,333
City and Towns Emergency Operations Center readiness and technology maintenance**	\$30,000
Emergency Management Preparedness Program (ReadyMarin)**	\$50,000**
24/7 Duty Officer Program as defined within the OEM Program Standards (Standby Pay)	\$93,770
Mass Care and Sheltering Resource Management and Storage**	\$120,000
OA Training and Exercises**	\$5,000**
Total Annual Cost to the County of Marin	\$597,500 Annually
Portion of Cost based on total population. (July 2022 estimates @ 256,018)	\$2.333 per resident
County Cost based on Population (79,381 persons)	\$185,260.98
Non-County Cost based on Population (176,636 persons)	\$412,236.67

*County is eligible to withhold 15% of each grant received by the Operational Area as a management fee; however, the County will limit grant fees to a one-time cost and bundle within the MOUs. ** Direct cost to the County of Marin after all grants have been applied.

J. COMPENSATION

Political Subdivision agrees to pay COUNTY a fee of \$7,500 annually, which is a minimum fee for services rendered for jurisdictions with populations less than 30,000. The cost paid by Political Subdivision shall not include emergency and/or disaster operations costs which are burdened by and herein required by the County through State mandates or as a provision of other agreements. The fee paid to the County shall not supplant Political Subdivision's legal mandate and local authority.

Political Subdivision shall pay COUNTY by November 1 of each calendar year during the term of the Agreement. Political Subdivision will send a check addressed to the County of Marin - Office of Emergency Management at 1600 Los Gamos Suite 301, San Rafael California 94904.

K. TERMS OF AGREEMENT

This Agreement shall commence on July 1 of the year executed and shall continue for thirty-six (36) months thereafter. Either party may terminate this Agreement, effective at the end of the COUNTY fiscal year, June 30th, by written notice to do so on or before March 1st and addressed to the County's Director of Emergency Management or to the executive official of Political Subdivision. If Political Subdivision terminates this agreement after March 1, Political Subdivision shall continue to be responsible for the annual cost herein agreed upon in Section J for the fiscal year beginning July 1.

This Agreement shall be effective from the date it is executed in writing and shall remain in effect unless and until it is modified or terminated in writing, in accordance with the terms of this Agreement.

L. WITHDRAWAL OF A PARTY

On the effective date of withdrawal, Political Subdivision shall no longer have access to services and systems rendered by COUNTY in Section I which are not bestowed upon COUNTY by California Emergency Services Act, Chapter 7 of Division 1 of Title 2 of the California Government Code (Gov't Code §§ 8850 et seq.) and the Standardized Emergency Management System (SEMS) Regulations, Division 2 of Title 19 California Code of Regulations (19 C.C.R. §§ 2400 et seq.)

M. INDEMNIFICATION AND HOLD HARMLESS

Each party agrees to indemnify, defend and hold harmless the County and the other political subdivision parties to this agreement and their authorized agents, officers, volunteers and employees against any and all claims or actions arising from Political Subdivision's negligent acts or omissions and for any costs or expenses insured by the County or Political Subdivision on account of any claim therefore.

The County agrees to indemnify, defend, and hold harmless the Political Subdivisions and their authorized agents, officers, volunteers, or employees against all claims or actions arising from the County's negligent acts or omissions and or any cost or expenses insured by the Political Subdivisions on account of any claim therefor.

N. SALARIES, EMPLOYMENT, AND WORKERS' COMPENSATION BENEFITS

The salaries, employment, and workers' compensation benefits of each employee participating in the Operational Area EOC activation shall be the responsibility of the party that employs the individual, and all persons participating in the EOC activation shall remain employees of the party that regularly employs them during their performance of all tasks undertaken pursuant to this Agreement. It is understood that each party's employees have no rights, benefits, or special employment status conferred by reasons of this Agreement.

O. EXECUTION OF AGREEMENT

This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument and be accorded the same force and effect as if executed on one and the same instrument. The Agreement shall take effect on the 1st day of July of each year.

IN WITNESS WHEREOF, COUNTY OF MARIN, acting and through its Board of Supervisors, and the _____, have caused this Agreement to be executed as of this ___ day of _____ 20__.

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