



# TOWN OF FAIRFAX

## STAFF REPORT

July 12, 2017

**TO:** Mayor and Town Council

**FROM:** Garrett Toy, Town Manager

**SUBJECT:** Approval of the 2017-2019 Marin Operational Area Memorandum of Understanding for County Emergency Management Services

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### **RECOMMENDATION**

Authorize the Town Manager to execute the 2017 -2019 Marin Operational Area Memorandum of Understanding.

### **DISCUSSION**

For many years, the Town of Fairfax has had a Memorandum of Understanding (MOU) with the Marin Operational Area for the purposes of providing emergency management services. This includes administrative services, communications and warning (mass notification, agency training public awareness campaigns, etc), consulting, and disaster service worker registration. A County Liaison is appointed to the Town for these services. The Town approved the current 2-year MOU in August 2015. The proposed MOU reestablishes the agreement for another two years at an annual fee of \$4,631.

Some of the past technological services, specifically webEOC, have been paid for through grant money, which has since run out. However, the webEOC is still essential as it is used by the California Governor's Office of Emergency Services (CalOES) and FEMA for situational awareness / common operating picture (SA/COP) and resource ordering & tracking. The MOU also includes enhanced Mass Notification Services at a greatly discounted rate.

The MOU ensures that the Town of Fairfax has access to the best services at a very reasonable rate.

### **FISCAL IMPACT**

The FY17-18 budget includes the annual fee which is \$123 more than the previous year (\$4,508).

### **ATTACHMENTS**

Letter from County with Memorandum of Understanding



# MARIN COUNTY SHERIFF'S OFFICE

1600 Los Gamos Drive, Suite 200, San Rafael, CA 94903

TOWN OF FAIRFAX

JUN 14 2017

RECEIVED

ROBERT T. DOYLE  
Sheriff - Coroner  
MICHAEL J. RIDGWAY  
Undersheriff

May 26, 2017

AREA CODE 415

24-HOUR NUMBER  
479-2311

Garrett Toy  
Town Manager  
Town of Fairfax  
142 Bolinas Road  
Fairfax, Ca 94930

FAX

473-4126

ADMINISTRATION  
473-7250

CIVIL

473-7282

Dear Mr. Toy:

COMMUNICATION  
SERVICES  
473-7243

Enclosed, please find a continuation of the Marin Operational Area Memorandum of Understanding for a two-year contract period of July 1, 2017 through June 30, 2019. This MOU establishes the agreement between Fairfax and the County of Marin for the purpose of providing emergency management services. The annual compensation rate is \$4,631.00.

CORONER  
473-6043

This MOU includes partial costs for WebEOC support. WebEOC has been provided to the Marin County cities, towns, and districts at no or minimal cost since May 1, 2014. This service was originally funded through a combination of federal grants at a total cost of \$154,836. The grant funding paid for the WebEOC Professional and Mapper software, user licenses, servers, related data management software, implementation and configuration, system management, and on-going software support.

COURTS  
473-7393

The grant funding has run out but software support and system management is still required to keep the system running. WebEOC has become an essential service now that it is used by the California Governor's Office of Emergency Services and FEMA for situational awareness / common operating picture (SA/COP) and resource ordering & tracking. The state has also abandoned RIMS, the old resource ordering and tracking tool and is relying exclusively on WebEOC. In addition to the important SA/COP and resource ordering functions, WebEOC is now one of our access points for Integrated Public Alert and Warning and Wireless Emergency Alerts (IPAWS/WEA).

EMERGENCY  
SERVICES  
473-6584

INVESTIGATIONS  
473-7265

This MOU also includes a continuation of Mass Notification System (MNS) services. The MNS services will be provided by Everbridge with greatly enhanced capabilities. These services are being offered to our partners at a much discounted rate due to the availability of grant funding for two years.

JAIL  
473-6655

MAJOR CRIMES  
TASK FORCE  
884-4878

PATROL  
473-7233

RECORDS  
473-7284

WARRANTS  
473-7297

*"In Partnership with our Communities"*

[www.marinsheriff.org](http://www.marinsheriff.org)

We request that this MOU be presented to your Council for approval and returned to this office at your earliest convenience. When we receive the signed contract, we will forward it to the Board of Supervisors for approval. You will then receive a copy of the fully executed document.

If you have any questions or need additional information, please contact me at 415-473-6584.

Sincerely,

A handwritten signature in black ink that reads "Christopher Reilly /edb". The signature is written in a cursive style with a clear, legible font.

Christopher Reilly/edb  
Emergency Services Manager

MEMORANDUM OF UNDERSTANDING

MARIN OPERATIONAL AREA

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 Town of FAIRFAX, a municipal corporation of the State of California, hereinafter referred to as "Town."

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 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 Emergency Services Office perform certain functions for the said Town;

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

The County Liaison will provide the following services at no charge during the performance period of this Agreement:

- Invitation to attend EOC staff development classes (space permitting)
- Invitation to attend customized or hosted training sessions (space permitting)
- Training notifications from Cal OES
- Grant administration (e.g., UASI, SHSGP)
- Notification of additional grant opportunities
- Invitation to attend exercises (as appropriate)
- Sample best practices (e.g., templates, lessons learned, etc.)
- Preparedness website and resources
- Copies of emergency plans (e.g., EOP, Local Hazard Mitigation Plan)
- Copies of emergency plan annexes (e.g., Recovery, Tsunami)
- Hazard awareness emails (e.g., Red Flag, Storm warning)
- Operational Area conference call coordination
- Threat-specific task forces (e.g., drought, Ross Valley Flood Notification group)
- Coordinate quarterly emergency manager meetings

II. SERVICES

County shall cause the County Emergency Services Manager, and other County Officers and employees subject to his direction and control, to perform, during the term of this Agreement the following functions for said Town:

Service	Description
A. Administration	<ul style="list-style-type: none"> <li>• MOU development, approval and maintenance</li> <li>• Annual billing</li> <li>• Radio Amateur Civil Emergency Services (RACES) coordination and technical support (e.g., radio maintenance, connectors, etc.)</li> <li>• OA Satellite telephone network maintenance (e.g., roster updates, OA talk groups, coordinate firmware updates)</li> <li>• Miscellaneous administrative support</li> </ul>
B. Communications & Warning	<p>WebEOC</p> <ul style="list-style-type: none"> <li>• Access to Marin County Sheriff's (MCSO) WebEOC web-based emergency management system providing a combination of situational awareness/common operating picture and resource order &amp; tracking at the city/town level</li> <li>• Management, maintenance, and upgrades to the system</li> <li>• Vendor management</li> <li>• WebEOC user training (minimum quarterly offerings)</li> <li>• Board building and process flow configuration by WebEOC Administrator (40 hours per year maximum)</li> </ul> <p>"AlertMarin" Mass Notification System</p> <ul style="list-style-type: none"> <li>• Maintenance of Mass Notification System (MNS)</li> <li>• Maintenance of pre-designated call-out areas (e.g., structure protection zones)</li> <li>• Sourcing and geo-coding 911 data</li> <li>• Vendor management</li> <li>• 24/7 Duty-officer, or designee, activations</li> <li>• Technical support (e.g., group development and list maintenance)</li> <li>• Agency training as needed</li> <li>• Public awareness campaigns</li> </ul>
C. Consulting	<ul style="list-style-type: none"> <li>• 2-4 Public presentations to local leaders &amp; committees</li> <li>• Partner in the development of training or exercises</li> <li>• Work with local jurisdiction to guide emergency plan &amp; annex updates. Also templates and customization</li> <li>• EOC design recommendations to maintain consistency in design and functionality across OA facilities</li> <li>• Outline impact of new/revised Federal, State or County disaster- related legislation to local jurisdiction</li> </ul>
D. Disaster Service Worker Registration	<ul style="list-style-type: none"> <li>• Coordinate DSW registration between locals and State</li> <li>• Maintain County wide DSW database from registration data provided by locals</li> <li>• Provide updates on changes to state workers compensation regulations as they pertain to DSW registration</li> </ul>

The OES Liaison will also be responsible for coordinating quarterly meetings for the Fairfax Emergency Management Group/Disaster Council as part of their consulting services. The OES Liaison will work with the TOWN emergency manager to establish the time, place and agenda of these meetings but will not be responsible for facilitating or producing specific deliverables at the quarterly meetings.

III. INDEMNIFICATION

- A. The TOWN 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 TOWN, arising out of or in connection with the activities of the TOWN, its Council, the officers, agents, and employees of the TOWN 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 TOWN 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 TOWN, its Council, and the officers, agents, and employees of the TOWN, 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 TOWN but excluding liability due to the sole active negligence or sole willful misconduct of the TOWN. 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

TOWN agrees to pay COUNTY a fee of **\$4,631** annually per the rate schedule in Section VI. This agreement runs for twenty-four (24) months commencing on July 1, 2017 through June 30, 2019. The annual fee will be prorated based on straight percentage if services provided are not for a full year.

V. TERMS

This Agreement shall commence on July 1, 2017 and shall continue for twenty-four (24) months thereafter. Either party may terminate this Agreement, effective at the end of the COUNTY fiscal year, June 30, 2019 by written notice to do so on or before May 1, 2019. If TOWN terminates this agreement prior to June 30, 2019 said TOWN shall be responsible for their full share of cost for the remainder of the twenty-four (24) months stated in the Agreement.

VI. RATE SCHEDULE

The rate schedule for this agreement is based upon set fees for Administration, Consulting and Disaster Service Registration. Communications and warning fees are based on the percent of the total population (incorporated and unincorporated) of Marin County that resides in a given jurisdiction.

Service	Annual Cost
Administration	\$250
Communications & Warning – WebEOC/ AlertMarin Mass Notification System	Percent share of \$45,980 based on population*
Consulting	\$2700
Disaster Service Worker Registration	\$325

\* Share of total county population based on 2010 US Census research.

IN WITNESS WHEREOF, COUNTY OF MARIN, acting and through its Board of Supervisors, and the Town of FAIRFAX, acting by and through its Council, have caused this Agreement to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

TOWN OF FAIRFAX, a Municipal Corporation of the State of California,

By \_\_\_\_\_  
\_\_\_\_\_  
(Title)

**Attest:**

By \_\_\_\_\_  
\_\_\_\_\_  
(Title)

*Reviewed as to Substance by Department*

\_\_\_\_\_  
Sheriff, County of Marin

*Reviewed as to form by County Counsel*

\_\_\_\_\_  
County Counsel, County of Marin