



# TOWN OF FAIRFAX

## STAFF REPORT

### June 2, 2021

**TO:** Mayor and Town Council

**FROM:** Garrett Toy, Town Manager

**SUBJECT:** Authorize the Town Manager and/or Police Chief to execute Memorandum of Understandings (MOU's ) for the 2021-2023 Marin Operational Area with the County of Marin and for the 2021-2023 Emergency Operations Center and Optional Emergency Management Services with the Marin County Sheriff's office.

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#### **RECOMMENDATION**

Authorize the Town Manager and/or Police Chief to execute Memorandum of Understandings (MOU's) for the 2021-2023 Marin Operational Area with the County of Marin and for the 2021-2023 Emergency Operations Center and Optional Emergency Management Services with the Marin County Sheriff's office.

#### **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 (e.g., mass notification, agency training public awareness campaigns), 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 June 2019. The proposed MOU reestablishes the agreement for another two years at a lower annual fee of \$4254.39. (The annual fee was \$4,751 for the last MOU contract period.)

The services include WebEOC which is 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. WebEOC is now one the access points for Integrated Public Alert and Warning and Wireless Emergency Alerts (IPAWS/WEA). The MOU also includes the continuation of Mass Notification Services at a greatly discounted rate.

This Marin Operation Area MOU ensures that the Town of Fairfax has access to the best services at a very reasonable rate for a two-year period of July 1, 2021 through June 30, 2023.

The second MOU is for the 2021-2023 Emergency Operations Center and Optional Emergency Management Services with the Marin County Sheriff's office. This MOU formalizes the ability of the Town to operate a joint EOC with the County at the County EOC facility for emergencies. It also provides a mechanism for the Town to negotiate with the Sheriff's office for optional expanded services to assist with emergencies. There is no

cost associated with this second MOU, unless the Town requests additional services at an agreed upon fee with the Sheriff's Office.

**FISCAL IMPACT**

The FY21-22 budget (Fund 01-418 Disaster Prep. & EOC) includes the annual fee which is \$497 less than the previous MOU.

**ATTACHMENTS**

2021-2023 Marin Operational Area with the County of Marin

2021-2023 Emergency Operations Center and Optional Emergency Management Services with the Marin County Sheriff's office



# MARIN COUNTY SHERIFF'S OFFICE

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

ROBERT T. DOYLE  
Sheriff - Coroner  
JAMIE SCARDINA  
Undersheriff

May 5, 2021  
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

Dear Mr. Toy:

CIVIL  
473-7282

Enclosed, please find a continuation of the Marin Operational Area Memorandum of Understanding for a two-year contract period of July 1, 2021 through June 30, 2023. 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 \$4,254.39. This new rate is significantly lower than the last MOU contract period. We understand the effect that the Pandemic has had on municipal budgets. We will be using more federal grant funds to continue to provide the same level of service.

COMMUNICATION  
SERVICES  
473-7243

CORONER  
473-6043

This MOU includes partial costs for WebEOC administrative 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

EMERGENCY  
SERVICES  
473-6584

We will apply federal grant funds for WebEOC software support and system management 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. 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).

INVESTIGATIONS  
473-7265

JAIL  
473-6655

MAJOR CRIMES  
TASK FORCE  
884-4878

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.

PATROL  
473-7233

RECORDS  
473-7284

WARRANTS  
473-7297

*"In Partnership with our Communities"*


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

**ATTACHMENT**

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, appearing to read 'Christopher Reilly', written in a cursive style.

Christopher Reilly  
Emergency Services Manager  
Marin County Sheriff's Office of Emergency Services

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

**THIS AGREEMENT**, made and entered into this **1st day of July, 2021**, 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 City, 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 City 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 **\$4,254.39 annually**, per the rate schedule in Section VI. This agreement runs for twenty-four (24) months commencing on July 1, 2021 through June 30, 2023. 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, 2021 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, 2023 by written notice to do so on or before May 1, 2023. If **Town** terminates this agreement prior to June 30, 2023 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.

<b>Service</b>	<b>Annual Cost</b>
<b>Administration</b>	\$250
<b>Communications &amp; Warning – WebEOC/ AlertMarin mass notification system</b>	Percent share of \$34,100 based on population*
<b>Consulting</b>	\$2700
<b>Disaster Service Worker Registration</b>	\$325

\* Share of total county population based on 2018 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 1st day of July 2021.

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



**MARIN OPERATIONAL AREA  
MEMORANDUM OF UNDERSTANDING FOR  
EMERGENCY OPERATIONS CENTER (EOC) AND OPTIONAL EMERGENCY MANAGEMENT (EM)  
SERVICES 2021-2023 FOR THE TOWN OF FAIRFAX**

**THIS AGREEMENT**, for Emergency Operations Center (EOC) and Optional Emergency Management (EM) Services ("Agreement") is made pursuant to Marin County Code 2.99 and Fairfax Municipal Code Chapter 2.52 by and between the following parties:

- The Marin County Sheriff's Office of Emergency Services (hereinafter referred to as "MCSO OES")
- The Town of Fairfax, California (hereinafter referred to as "Fairfax")
- Fairfax Police Department (hereinafter referred to as "FPD")

OES, Fairfax, and FPD are referred to collectively as "Parties" and individually as "Party."

**RECITALS**

- 1) Fairfax is a town located in Marin County, California. Marin County is an "Operational Area" as defined in California Standardized Emergency Management System (SEMS).
- 2) Each Party has responsibilities and obligations to prepare for, mitigate, respond to, and recover from emergencies. Pursuant to their respective municipal code Chapter 2.52, Fairfax is required to establish local organizations for emergency management. They have established a joint local organization for emergency management (also known as a joint emergency management organization).
- 3) The Parties agree that it is in the best interest of their local communities to coordinate their emergency management plans and programs.

**AGREEMENT**

To that end, the Parties agree as follows:

- 4) **Purpose**. The purpose and intent of this Agreement is to provide an economical mechanism for the efficient administration and coordination of emergency management operations from one facility, generally to protect the public peace, health and safety, to preserve the lives and property of the people served by the Parties and to provide optional expanded emergency management services.
  - a. **EOC Facility** - To ensure the continuation of municipal services during emergencies when an emergency operations center (EOC) activation is required.
  - b. **Optional Expanded Emergency Management Services** - This agreement provides optional services to the city, town, agency and/or special district as follows:
    - i. **Preparedness** – Complete plan and/or annex revisions, training and exercise development and delivery
    - ii. **Mitigation** – Complete plan and project development, revisions and consultation
    - iii. **Response** – EOC activation support including coaching, action plan development and cost tracking
    - iv. **Recovery** – Complete process support and coordination from proclamation to close out (Initial Damage Estimates (IDE), Preliminary Damage Assessment (PDA), Claim Submittal, List of Projects (LOP), Project Worksheets, Project Obligation, Appeals, Close-Out)

- 5) Effective Date and Duration. This Agreement shall take effect July 1, 2021. This Agreement shall remain in effect for a period of 24 months (June 30, 2023) ("Initial Term").
- 6) Term Extension and Early Termination. Following the Initial Term, this Agreement shall extend automatically for additional twelve-month periods, unless one or more Parties gives notice of withdrawal to all other Parties at least six months prior to the end of the then current term. All Parties are responsible for any residual liabilities, obligations or costs incurred prior to the termination of this Agreement.
- 7) No Separate Entity. This Agreement establishes a joint operation of the Parties and does not create a separate legal or administrative entity. The joint operation shall be called the "Marin Emergency Management Coalition" or MEMCO.
- 8) No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other enterprise between the Parties.
- 9) Administration. MCSO OES shall serve as the Lead Agency ("Lead Agency") for the Parties. As Lead Agency, MCSO OES will exercise full control over the operation of the Marin County EOC and optional emergency management services after good faith consideration of recommendations from MEMCO. MCSO OES reserves the right to subcontract certain optional expanded emergency management services to qualified independent contractors
- 10) Governance. A body, called the "MEMCO Committee," shall serve as an advisory body to guide the terms of this agreement. Each Party shall appoint a representative to the MEMCO Committee. The MEMCO Committee shall meet at least quarterly and at such other times as is determined by the Committee. At the request of one Party for a special or emergency meeting, the MEMCO Committee shall meet within a reasonable time after the request. MEMCO will function as an advisory body only.
- 11) Contribution Payments.
  - a. **EOC Services** - There will be no cost to the non-lead Agency Parties for the Initial Terms of this agreement. However, the non-lead agency parties agree to provide EOC staffing for mutually agreed upon positions.
  - b. **Optional Emergency Management Services** – In the event a party to this agreement requests these additional services, the parties to this agreement will meet to negotiate the fee structure for the particular services requested. Typically, the cost for each optional service will be based on the full cost hourly rate for a MCSO OES emergency services coordinator, assistant emergency manager, emergency manager and/or qualified emergency management contractor plus costs. Any request for optional services should be made at least six months prior to project kick-off or potential need.
- 12) Cost Sharing. Each Party shall be responsible for its own internal costs of participating in MEMCO, such as costs for staff time and facilities used for pre-emergency planning, training and meeting unless such costs are included in bid for optional services (11b. above).
- 13) Ownership of Property. Except as agreed otherwise by the Parties in writing, title to property owned by a Party and used by MEMCO shall not be transferred to MEMCO or any other Party
- 14) Regular Agency Operations. Each Party shall continue to fulfill its respective municipal functions and duties without reimbursement from any other Party to this Agreement. Although the Parties are administering and coordinating their emergency management plans and programs under this Agreement, each Party shall retain sole discretion and full control over its own emergency plans, programs and resources.
- 15) Joint Emergency Operations Center (EOC). Whenever an EOC activation is necessary in response to natural or human caused disaster within the city or town boundaries, the Parties agree to operate together from a joint facility. 1600 Los Gamos Drive, Suite 301, #385 (Sheriff's EOC), San Rafael, California 94903 has been identified as the primary EOC location. Activation of the EOC should occur whenever circumstances justify or when requested by one or more of the Parties. Activations must comply with the appropriate provisions of Marin County Code 2.99.

16) Written notices shall be sent by mail or hand-delivered to:

Christopher Reilly, Manager  
Marin County Sheriff  
Office of Emergency Services  
1600 Los Gamos Drive, Suite 200  
San Rafael, CA 94903

Garrett Toy, Town Manager  
Fairfax Town Hall  
142 Bolinas Road  
Fairfax, CA 94930

17) Indemnification. Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless, and indemnify each other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents.

18) No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties. No other persons shall be deemed to have any rights in, under, or to this Agreement.

The Parties have executed this Agreement on the dates written below:

**MARIN COUNTY SHERIFF'S OFFICE OF EMERGENCY SERVICES**

By \_\_\_\_\_  
Sheriff, County of Marin  
Date Signed: \_\_\_\_\_

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

By \_\_\_\_\_  
Town Manager  
Date Signed: \_\_\_\_\_

**Fairfax Police Department, a Police Department within the State of California,**

By \_\_\_\_\_  
Police Chief  
Date Signed: \_\_\_\_\_