



TOWN OF FAIRFAX

STAFF REPORT

August 5, 2015

TO: Mayor and Town Council

FROM: Garrett Toy, Town Manager *GT*

SUBJECT: Approval of the 2015 -2017 Marin Operational Area Memorandum of Understanding for County Emergency Management Services

RECOMMENDATION

Authorize the Town Manager to execute the 2015 -2017 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 current proposed MOU establishes the agreement for another two years at an annual fee of \$4,508.00.

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 FY15-16 budget includes the annual fee which remains approximately same as previous years.

ATTACHMENT

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

MARIN OPERATIONAL AREA

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, 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"> • MOU development, approval and maintenance • Annual billing • Radio Amateur Civil Emergency Services (RACES) coordination and technical support (e.g., radio maintenance, connectors, etc.) • OA Satellite telephone network maintenance (e.g., roster updates, OA talk groups, coordinate firmware updates) • Miscellaneous administrative support
B. Communications & Warning	<p>WebEOC</p> <ul style="list-style-type: none"> • 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 & tracking at the city/town level • Management, maintenance, and upgrades to the system • Vendor management • WebEOC user training (minimum quarterly offerings) • Board building and process flow configuration by WebEOC Administrator (40 hours per year maximum) <p>"AlertMarin" Mass Notification System</p> <ul style="list-style-type: none"> • Maintenance of Mass Notification System (MNS) • Maintenance of pre-designated call-out areas (e.g., structure protection zones) • Sourcing and geo-coding 911 data • Vendor management • 24/7 Duty-officer, or designee, activations • Technical support (e.g., group development and list maintenance) • Agency training as needed • Public awareness campaigns
C. Consulting	<ul style="list-style-type: none"> • 2-4 Public presentations to local leaders & committees • Partner in the development of training or exercises • Work with local jurisdiction to guide emergency plan & annex updates. Also templates and customization • EOC design recommendations to maintain consistency in design and functionality across OA facilities • Outline impact of new/revised Federal, State or County disaster- related legislation to local jurisdiction
D. Disaster Service Worker Registration	<ul style="list-style-type: none"> • Coordinate DSW registration between locals and State • Maintain County wide DSW database from registration data provided by locals • Provide updates on changes to state workers compensation regulations as they pertain to DSW registration

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 **\$4,508** annually per the rate schedule in Section VI. This agreement runs for twenty-four (24) months commencing on July 1, 2015 through June 30, 2017. 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, 2015 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, 2017 by written notice to do so on or before May 1, 2017. If TOWN terminates this agreement prior to June 30, 2017 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 \$41,785 based on population*
Consulting	\$2700
Disaster Service Worker Registration	\$325

* Share of total county population based on 2010 CA Dept of Finance (<http://www.dof.ca.gov/research/demographic/>) 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 _____, 2015.

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