

**MARIN OPERATIONAL AREA
MEMORANDUM OF UNDERSTANDING FOR
EMERGENCY OPERATIONS CENTER (EOC) SERVICES 2018-2020
FOR THE CITY OF LARKSPUR AND TOWN OF CORTE MADERA**

THIS AGREEMENT, for Emergency Operations Center (EOC) Services ("Agreement") is made pursuant to Marin County Code Chapter 2.99 and Larkspur Municipal Code Chapter 2.32 and Corte Madera Municipal Code Chapter 2.32, by and between the following parties:

- The Marin County Sheriff's Office of Emergency Services (hereinafter referred to as "MCSO OES")
- The City of Larkspur, California (hereinafter referred to as "Larkspur")
- The Town of Corte Madera, California (hereinafter referred to as "Corte Madera")
- Central Marin Police Authority (hereinafter referred to as "CMPA")
- Central Marin Fire Department (hereinafter referred to as "CMFD")

OES, Larkspur, Corte Madera, CMPA, and CMFD are referred to collectively as "Parties" and individually as "Party."

RECITALS

- 1) Larkspur and Corte Madera are adjacent cities 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 emergencies. Pursuant to their respective municipal code Chapter 2.32, Larkspur and Corte Madera are 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:

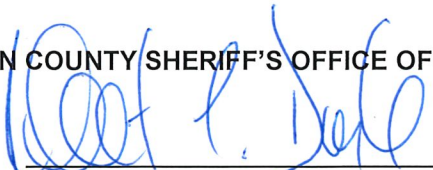
- 4) Purpose. The purpose and intent of this Agreement is to provide an economical mechanism for the efficient administration and coordination of emergency management operations from one facility, generally to protect the public peace, health and safety, to preserve the lives and property of the people served by the Parties and to ensure the continuation of municipal services during emergencies.
- 5) Effective Date and Duration. This Agreement shall take effect January 1, 2018. This Agreement shall remain in effect for a period of 24 months (January 1, 2020) ("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 after good faith considering of recommendations from MEMCO.
- 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. 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.
- 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.
- 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. All Parties must agree in advance to the acquisition or lease of new property used by MEMCO, and such property shall be jointly owned by all Parties unless agreed otherwise by the Parties in writing.
- 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 of Larkspur or Town of Corte Madera 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 Chapter 2.99.
- 16) Written notices shall be sent by mail or hand-delivered to:

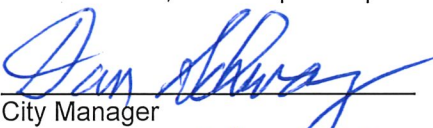
<p>Christopher Reilly, Manager Marin County Sheriff Office of Emergency Services 1600 Los Gamos Drive, Suite 200 San Rafael, CA 94903</p>	<p>Scott Shurtz, Fire Chief Central Marin Fire Department 342 Tamalpais Drive Corte Madera, CA 94925</p>
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- 17) 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: 2/5/18


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

By 
City Manager
Date Signed: 1/22/18


TOWN OF CORTE MADERA, a Municipal Corporation of the State of California,

By 
Town Manager
Date Signed: 1/26/18

CENTRAL MARIN POLICE AUTHORITY, an Agency formed under a Joint Powers Agreement,

By 
Police Chief, Town of Corte Madera, City of Larkspur, and Town of San Anselmo
Date Signed: 1/23/18

CENTRAL MARIN FIRE DEPARTMENT, an Agency formed under a Joint Powers Agreement,

By 
Fire Chief, Central Marin Fire Department
Date Signed: 1/26/18