

**AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES
BETWEEN MARIN COUNTY SHERIFF'S DEPARTEMENT
AND
MARIN MUNICIPAL WATER DISTRICT**

This contract ("Agreement") is made and entered into this 1st day of July 2005, by and between the COUNTY OF MARIN, a political subdivision of the State of California, ("County"), and the MARIN MUNICIPAL WATER DISTRICT, a special District ("District") collectively, ("Parties").

For consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Section 1. RECITALS:

- A. The County, acting by and through its Marin County Sheriff's Office ("MCSO"), as the primary law enforcement agency responsible for all unincorporated lands in Marin County, has provided and will continue to provide the area owned or leased by the Marin Municipal Water District, a basic level of law enforcement at no cost to the District ("Basic Service Level").
- B. The District desires to contract for additional law enforcement services and receive a higher level of MCSO patrol by its Deputies on the District's watershed that will complement the District's watershed protection program.
- C. On December 6, 2004, the District's Board of Directors authorized Paul Helliker, General Manager, to enter into an agreement with the County for additional patrol and enforcement services on District lands.
- D. The purpose of this Agreement is to have the District contract with the County for additional law enforcement services compatible with policies and regulations of the District and operation of its watershed, utilizing the sworn peace officers employed by the County, in a manner which is mutually efficient and cost-effective for both agencies.
- E. The Parties agree that no warranties have been made by the County, MCSO or the District that entering into this Agreement will reduce crime or result in greater likelihood of the apprehension of those perpetrating crimes.

Section 2. DEFINITIONS:

In this Agreement the following terms shall have the following meanings:

- A. "Department Manager" is defined as the District's Watershed Manager for the Watershed Management Department responsible for monitoring contractual obligations under this Agreement for the District.

- B. "Deputy (ies)" is defined as one or more Deputy Sheriffs assigned by the MCSO to the District to provide additional patrol coverage and related enforcement services under this Agreement on District lands.
- C. "District Personnel" are defined as Watershed Wardens (non-sworn public employees) assigned to patrol and perform code enforcement duties on District lands.
- D. "Duty Sergeant" is the MCSO Sergeant on duty responsible for day-to-day assignments of Deputies providing additional law enforcement services to the District. Communication regarding changes in assignments, training activities, absences, emergency leave and performance issues regarding the assigned Deputies will normally be made between the Sergeant and the District's Watershed Protection Supervisor.
- E. "Incidental Patrol" is defined as any enforcement activity initiated by the MCSO Deputies on or off District lands, including custodial and non-custodial arrests and subsequent investigations, that is part of the Basic Service Level provided by the County and unrelated to this Agreement. The District is not responsible for reimbursement to the County for Incidental Patrol activities.
- F. "Patrol Areas" are delineated in Exhibit B and defined as geographical subsections of District lands for patrol assignment purposes.
- G. "Primary Area of Responsibility" is defined as a District patrol area(s) where individual MCSO Deputies are normally assigned to provide law enforcement services.
- H. "Law Enforcement Priorities" are the priorities established by the District to ensure water quality, visitor safety and to protect the natural resources on its watershed lands in accordance with its mission.
- I. "Equipment" means any 4x4 truck, ATV, boat or other District equipment set forth in Exhibit C that the MCSO Deputies are authorized to use in the regular course of their duties set forth in this Agreement.
- J. "Sheriff or Designee" is the MCSO representative responsible for the overall direction, command and control of County Personnel/Deputies assigned to the District and for monitoring the status of contractual obligations under this Agreement for the County.
- K. "Watershed Protection Supervisor" is defined as the supervisor of District personnel assigned to the Watershed Protection section. Communication by the County regarding day-to-day operational issues will normally be made to the District's Watershed Protection Supervisor or his/her designee.

Section 3. TERMINATION:

This Agreement shall commence on July 1, 2005, and continue until either Party wishes to terminate it. Either Party may terminate this Agreement by giving 30 days written notice to the other Party at the Address set forth below.

Section 4. LAW ENFORCEMENT SERVICES:

- A. At all times during the term of this Agreement, the MCSO shall provide fully sworn peace officers (Deputies) who have been trained and certified in strict accord with the standards mandated by the California State Commission on Peace Officer Standards and Training (POST). MCSO shall be responsible for maintaining the certification and training of those Deputies in compliance with POST standards.
- B. In addition to the Basic Service Level MCSO currently provides the District, the MCSO shall provide the services of two (2) duly qualified and certified Deputy Sheriffs, or the full time equivalent (FTE) as set forth in Exhibit A, attached hereto and by this reference incorporated herein.
- C. The Parties agree that the Deputies provided by the MCSO under the terms of the Agreement are at all times employees solely of the County and are under the direction and control of the Sheriff of the County; as County employees, the County is solely responsible for all training and certifying said sworn personnel, for processing and investigating all citizen complaints made against the MCSO Deputies while providing additional patrol under the terms of this Agreement, for supplying the Deputies with workers' compensation insurance, insuring compliance with rules governing the Deputies' salaries working conditions, and terms and conditions of employment. The Parties agree that the District shall not be responsible for salary, retirement benefits or working conditions of the Deputies.
- D. In return for the services provided by the MCSO, the District will pay the County according to rates established in Exhibit A.
- E. The Parties agree that the Marin County Sheriff shall have sole discretion to order the Deputies and units to another location other than the District's watershed, should, in the Sheriff's opinion, such a re-assignment be necessary to protect the health, safety and welfare of the citizens of Marin. Should an extended re-assignment occur, beyond a "routine" assistance, the District shall be reimbursed (by an adjustment to the billed amount on the next billing) by the County for hours lost as a result of the re-assignment. Every effort will be made by the County to maintain the level of service described in Section 4B of this Agreement.
- F. In the event the District wishes additional services from the County above those mentioned in Section 4B, the Sheriff will provide that additional service at a rate

for straight time and overtime, per Deputy based on availability at the rates set forth in Exhibit A. These additional charges shall be billed monthly following the date such additional service was provided.

- G. The parties agree that the sums to be paid hereunder will not include Sheriff's overhead, but are the actual costs to the County for providing the additional service contemplated under this agreement. The District's costs under this Agreement shall include the actual costs of salaries, benefits and overtime for the two Deputy Sheriffs in addition to a 5% Administrative Fee.
- H. The Parties agree that in the event the direct costs to the County for providing the services hereunder should increase by reason of memorandum of understanding entered into between the County and any bargaining agent for the peace officers to be provided hereunder, the amount payable in Section 4 will be correspondingly increased and shall be reflected accordingly in to Exhibit A.
- I. The Sheriff, or his designee, shall meet with the District's representatives regarding the selection process for the Deputies assigned to the District. The County and the District shall collaborate to select Deputies who are a good fit for the assignment, compatible with District staff and understand and respect the District's mission. The Parties shall mutually agree upon the Deputies assigned to the District.
- J. The Parties agree that initially, the District shall assign the Deputies to Primary Areas of Responsibility on District lands. However, supervision of the Deputies shall always be the responsibility of the Sheriff. If District management is unhappy with any of the services being provided by either Deputy and wishes to have that Deputy transferred from the Watershed assignment, then any such request for reassignment shall be addressed, in writing, to the Sheriff. The Sheriff agrees to carefully consider any such request and, if reasonable make such an assignment.

As part of the services provided by the Deputies, the County agrees to provide defensive tactics training to District personnel, consistent with training for the District's Watershed Protection Program as defined in its Administrative Operations Manual (AOM). In addition, and at no additional cost, the County shall continue to offer relevant in-service legal update training to District personnel to maintain the training standard set forth by the District.

Section 5. RECORDS:

- A. The Deputies shall be required to complete incident reports for law enforcement contacts on District lands consistent with MCSO procedures. The County shall maintain complete computerized records of law enforcement activity on District lands and will provide such records to the District upon request.

- B. At the end of each month that services are provided, the County shall furnish the District with a monthly record and summary of the County's law enforcement activities on District lands. An annual report of law enforcement activities shall be provided the District on or before January 1 of each year this Agreement is in effect.

Deputies performing work in accordance with this Agreement shall complete time cards according to County procedures. The District has the right to review the time cards of County personnel who are providing law enforcement services to the District and the County shall, upon written request, make those time cards available for review by the District.

- C. The County agrees to provide monthly and year-to-date direct costs summaries and supporting detail to the District upon delivery of the quarterly billing statement while this Agreement is in effect.

Section 6. LAW ENFORCEMENT AUTHORITY AND PRIORITIES:

- A. Pursuant to District Code Section 9.01.04, all Deputies assigned by the Sheriff shall have authority to enforce District ordinances and regulations.
- B. The Parties agree to the Law Enforcement Priorities on District lands set forth in Exhibit B ("Patrol Areas and Law Enforcement Priorities") attached and incorporated herein by reference. The District reserves the right to establish or modify the Law Enforcement Priorities upon notice to the County.

Section 7. EQUIPMENT:

- A. District shall supply suitable patrol vehicles identified in Exhibit C ("Patrol Vehicles"). Those vehicles shall be subject to an initial inspection and periodic inspections throughout the term of this Agreement. The District shall also pay for those inspections and the normal upkeep and maintenance of the patrol vehicles. The vehicles supplied by the District shall only be used by the Deputies to carry out their responsibilities under the terms of this Agreement. Any damage to District vehicles/equipment that is caused by the Deputies shall be the County's responsibility to repair at its expense. All accidents involving District vehicles shall be immediately reported to the Watershed Protection Supervisor. A written report of the incident shall be completed within one workday of the accident.
- B. The County agrees to use District vehicles/Equipment only for law enforcement and related services covered under this Agreement.

Section 8. COMMUNICATIONS AND MANAGEMENT OF THE AGREEMENT:

- A. The County and the District shall establish a Staff Review Committee consisting of staff from each agency that have the authority to make decisions on administrative, operational and financial implementation of the provisions of this Agreement.
- B. The Review Committee shall meet annually in January of each year to assess and recommend modifications, as necessary, to any and all aspects of this Agreement.
- C. The Sheriff or his/her designee is responsible for the overall direction, command and control of the County personnel who provide law enforcement services pursuant to this Agreement. The Watershed Manager is the District counterpart of the Sheriff or his designee for all purposes of this Agreement.
- D. The MCSO Sergeant on Duty is responsible for the day-to-day assignments and performance of Deputies providing law enforcement services under this Agreement. The Watershed Protection Supervisor is the District's counterpart to the Sergeant on Duty for all purposes of this Agreement.
- E. The MCSO Sergeant and the Watershed Protection Supervisor shall meet upon request of either agency but not less than once per month within the first year of this Agreement, and at least quarterly thereafter, for the purpose of reviewing patrol priorities and enforcement activities, and discussing any operational modifications. Minutes of these meetings shall be produced and distributed to the Sheriff or his/her designee and to the Watershed Manager.
- F. The County and the District agree that special reviews of personnel issues for Deputies working under this Agreement are appropriate and shall be conducted upon the request of either agency.

Section 9. INDEMNIFICATION:

- A. County shall indemnify, hold harmless, release and defend the District, its officers, directors, agents, volunteers, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including attorney's and expert fees and witness and litigation costs, that may be asserted by any person or entity, including the County, its officers, agents, employees and/or subcontractors, arising out of the County's, its deputies', officers', agents' and employees' alleged acts or omissions arising under this Agreement including but not limited to claims for negligence, false arrest, unlawful detention, violation of civil rights, unlawful search and seizures, excessive force and similar such claims or in the use of the Patrol Vehicles except as provided in Paragraph B below.
- B. District shall indemnify, hold harmless, release and defend the County, the Sheriff's Department, its deputies, officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expenses,

including attorney's and expert fees and witness and litigation costs, that may be asserted by any person or entity, including the District, its officers, agents, employees and/or subcontractors, arising out of the District's, its officers', agents' and employees' alleged acts or omissions arising under this Agreement and related to the maintenance of the Patrol Vehicles supplied by the District under this agreement and/or the validity of District's ordinances and/or regulations that are enforced by the MCSO. By signing this agreement, the County of Marin, the Marin County Sheriff's Departments, its deputies, officers, agents, and employees do not assert the legal validity of the District's ordinances and/or regulations.

This indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the District or its agents under workers' compensation acts or other employee benefit acts.

Section 10. INSURANCE:

- A. The County shall have and maintain at all times during the life of this Agreement Workers' Compensation Insurance, as required by law, for all County personnel providing law enforcement services to the District.
- B. The County shall have and maintain, during the term of this Agreement, automobile and general liability insurance that provides protection from any and all claims for bodily and personal injury liability and property damage, which may arise, from operations or performance under this Agreement. The amount of insurance shall be coverage of not less than \$2,000,000 per occurrence.
- C. The following coverage or endorsements must be indicated on the certificate of automobile and general liability insurance: District, its Directors, officers and employees are named as Additional Insured in the policy as to work performed under this Agreement;

The County's coverage is Primary to any other applicable insurance carried by the District;

The policy covers contractual liability for assumption of liability of others;

The policy is written on an occurrence basis;

The policy covers Broad Form Property Damage Liability;

The policy covers Personal Injury (libel, slander, trespass) Liability;

The policy covers Watercraft Liability. Policy covers the County's use of District boats on and off District property;

The policy covers use of Non-owned Autos;

The policy covers law enforcement (Police) activities including errors and omissions for peace officers;

The policy must specifically include coverage of civil rights violations.

Section 11. DISPUTE RESOLUTION:

- A. Any dispute or claim in law or equity between District and County arising out of this agreement, if not resolved by informal negotiation between the Parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Each party shall provide the others with a list of four mediators. The Parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the Parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the Parties to a resolution of the case. If the Parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators with substantial experience in mediating claims of the type at issue between the Parties, numbering one more than there are Parties, will be sent to the Parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitration administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.
- B. At the election of either the District or County, any dispute or claim in law or equity between District and County arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. Thus, the Parties, by this provision, waive their right to either a court or jury trial. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The Parties to arbitration may agree in writing to use different rules and/or arbitrators. The Parties each agree that they shall evenly split all costs of the aforementioned mediation and arbitration and each side shall bear their own attorney's fees and other legal costs.

Section 12. REPRESENTATION:

This Agreement is executed voluntarily by each of the Parties hereto, both of whom have had the opportunity to obtain legal advice by independent counsel of their choice as to the content and effect of this Agreement.

Section 13. AUTHORIZATION:

Each signatory to this Agreement warrants that he or she has full authority to execute this Agreement on behalf of and thus bind the individual or entity represented.

Section 14. ENTIRE AGREEMENT:

This Agreement represents the entire understanding between the County and the District as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by amendment in writing signed by both the County and the District.

Section 15. BINDING ON SUCCESSORS:

This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, executors, administrators and estates of each of the Parties.

Section 16. PARAGRAPH HEADINGS:

Paragraph headings are used for reference purposes only and are not intended to describe, interpret, define or limit the scope or extent of this Agreement or any of its provisions.

Section 17. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

Section 18. NOTICES:

Any notice which is required or may be given under this AGREEMENT shall be in writing and shall be provided by telefax and also by prepaid registered mail at the following address:

Marin Municipal Water District
Attention: General Manager
220 Nellen Avenue
Corte Madera, CA 94925-1169

County of Marin
Attention: Marin County Sheriff
Civic Center Drive
San Rafael, CA 94903

Section 19. COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together, shall constitute one instrument.

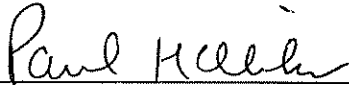
Section 20. FACSMILE SIGNATURES:

The Parties agree that this Agreement, documents ancillary to this Agreement and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

Section 21. NO PRESUMPTION RE: DRAFTER:

The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereto, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

IN WITNESS WHEREOF the Parties hereto have entered into this agreement the day and year first above written.



Paul Helliker, General Manager
Marin Municipal Water District

6/16, 2005
Date

President, Board of Supervisors
Marin County

_____, 2005
Date

13865

EXHIBIT A

MMWD's Annual Salary Costs for two Deputy Sheriffs

	Deputy Sheriff	No. of Positions	Total Costs
Regular Salary	\$ 72,696.00	2	\$145,392.00
Retirement	\$ 15,418.00	2	\$ 30,836.00
Social Security	\$ 1,066.00	2	\$ 2,132.00
Other Fringe Benefits	\$ 10,712.00	2	\$ 21,424.00
Workers Compensation	\$ 8,528.00	2	\$ 17,056.00
	\$108,420.00		\$216,840.00

Administrative (Indirect) Cost - Marin County Sheriff (5%) \$ 10,842.00

TOTAL COST **\$227,682.00**

Extra Hire (FTE) \$ 34.95 per hour
Overtime rate \$ \$53.19 per hour
(All costs good through June 30, 2005)

Actual Work Days 167

Maximum Hours of Work:	2080
Vacation: 4 Weeks	<u>-160</u>
	1920
Training: 9 days @ 8 hrs. per day	<u>-72</u>
	1848
Average Sick Leave: 7 Days	<u>-70</u>
	1778
Holidays: 13 @ 8 hours per day	<u>-104</u>
	1674

1674 Hours Equals 167 days

EXHIBIT B

PATROL AREAS and LAW ENFORCEMENT PRIORITIES

AREA ONE: PHOENIX, LAGUNITAS AND BON TEMPE RESERVOIRS AND DEER PARK AREA	
1. Public Safety	7. Fish and Game enforcement
2. High Enforcement Presence to insure water quality and resource protection. MMWD Priority violations: dog off leash, bike speed, bike on trail, swimming, illegal trail building, camping, after hours use	8. Miscellaneous Penal Code Violations
3. Public Interaction/Interpretation	
4. Parking Control	
5. Sky Oaks Road vehicle speed control	
6. Littering	

AREA TWO: SOUTHSIDE AND UPPER NORTHSIDE MOUNT TAMALPAIS	
1. Public Safety	
2. High Enforcement Presence to insure water quality and resource protection. MMWD Priority violations: dog off leash, bike speed, bike on trail, after hours use, swimming, camping, illegal trail building	
3. Public Interaction/Interpretation	
4. After Hours Use	
5. Miscellaneous Penal Code	

AREA THREE: KENT, NICASIO AND SOULAJULE RESERVOIRS, BOLINAS-FAIRFAX ROAD, BOLINAS RIDGE AND KEYES CREEK FISHING ACCESS	
1. Public Safety	6. Penal Code Violations (Marijuana cultivation)
2. High Enforcement Presence to insure water quality and resource protection. MMWD Priority violations: dog off leash, bike speed, bike on trail, camping, swimming, illegal trail building	7. Boundary discrepancies with private landowners
3. High Police Visibility on Bolinas Road to control juvenile gatherings	
4. Public Interaction/Interpretation	
5. Fish and Game Code Violations	
6. Trash Dumping/Vandalism	

MOTOR VEHICLE FLEET
(as of January 31, 2005)

EXHIBIT C

MMWD Vehicle Make	Model Year	Vehicle Number	License
Ford F-250 Pick Up	1997	291	E046449
GMC 2500 Pick Up	1995	221	E353340
Jetcraft 16' 40hp Boat	2005	N/A	N/A
Klamath 14' 15hp Boat	1980	262	
Suzuki ATV	1995	240	N/A
Suzuki ATV	1995	244	N/A
Kawasaki 300 ATV	2003	350	N/A
Kawasaki 300 ATV	2003	351	N/A