

EXHIBIT – B

FINANCIAL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE COUNTY OF MARIN AND THE MARIN COUNTY OPEN SPACE DISTRICT REGARDING THE DELIVERY OF LAW ENFORCEMENT SERVICES

The Board of Directors of the Marin County Open Space District (hereinafter referred to as "DISTRICT") and the Marin County Board of Supervisors (hereinafter referred to as "COUNTY") acting by and through its Sheriff's Office (hereinafter referred to as "SHERIFF") have entered into a contract for the delivery of law enforcement services to DISTRICT by SHERIFF. This exhibit to the Agreement fully describes the financial terms and conditions agreed to by COUNTY and DISTRICT.

A. COST RECOVERY MANDATE

1. COUNTY is required by policy to recover costs for providing services to other local government agencies. This Exhibit describes how COUNTY determines its costs for providing law enforcement services on a contract basis.

B. DETERMINATION OF COST OF SERVICES

1. DISTRICT shall pay COUNTY for the full cost of salary and benefits of one (1) full-time Deputy Sheriff FTE, as well as any uniform allowance, P.O.S.T. Incentive Pay and/or Bilingual Pay required by the Memorandum of Understanding entered into between COUNTY and the Marin County Deputy Sheriff's Association, (hereinafter referred to as "MCDSA").
 - a) Appendix A, Section 1 of this Exhibit B displays the costs associated with providing law enforcement services to DISTRICT as described above.
2. A quarterly charge will be made to DISTRICT by COUNTY for providing the services described in Exhibit A of this agreement.
 - a) The actual cost to SHERIFF of providing the services described in Exhibit A of this Agreement shall be determined in January 2010, and again during each successive January until the termination of this agreement. Such costs shall not include overhead.
 - c) SHERIFF shall prepare an invoice detailing those costs as soon after the date of initial contract execution as practical, and again during each successive Fiscal Year Quarter, until the termination of this Agreement. SHERIFF shall transmit one (1) copy of said billing invoice to DISTRICT. Upon receipt of said invoice, DISTRICT shall transfer all monies due under this Agreement from DISTRICT to SHERIFF.

C. ADMINISTRATIVE FEE

1. SHERIFF normally assesses an annual five percent (5%) administrative fee based on the total charge to DISTRICT for law enforcement services. In consideration of certain long standing benefits to COUNTY of having SHERIFF provide law enforcement services to DISTRICT under this agreement, COUNTY agrees to waive said administrative fee for the life of this Agreement.

D. SPECIAL CIRCUMSTANCES

1. DISTRICT may request COUNTY to perform certain services outside of the scope of this Agreement. SHERIFF will issue an estimation of the cost for providing those services or changes, in writing, to the designated DISTRICT representative. DISTRICT must authorize the work to be performed on their behalf, and agree in writing to authorize reimbursement to SHERIFF from DISTRICT for all costs associated with those changes before SHERIFF will commence the work.

EXHIBIT B – Financial Terms and Conditions for Law Enforcement Services

F. BILLING

1. SHERIFF shall submit all requests for payment to DISTRICT on a quarterly basis, as described in Paragraph B, Section 2 of this Exhibit B. Internal transfer of funds by DISTRICT to SHERIFF is due upon receipt of said invoice by DISTRICT.

APPENDIX A

SECTION 1 – FY 2010-2011 PERSONNEL COST

Annual DISTRICT Personnel Costs	Amount
Deputy Sheriff FTE; (full salary / benefits as of January 1 st 2010)	\$126,921
Deputy Sheriff Overtime Pay (cost per hour)	\$68.46
Uniform Allowance; (Paid to all Deputy Sheriff FTE)	\$920
P.O.S.T. Incentive Pay; (Paid to eligible Deputy Sheriff FTE)	\$4,500
Bilingual Pay; (Paid to eligible Deputy Sheriff FTE)	\$2,159