RESOLUTION NO. 2015-1

A RESOLUTION OF THE NOVATO FIRE PROTECTION DISTRICT IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DISTRICT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT

WHEREAS, the Novato Fire Protection District is a public agency located in the County of Marin, State of California, and

WHEREAS, it is the Novato Fire Protection District’s desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the Novato Fire Protection District has in its employ fire response personnel including: Fire Chief, Deputy Fire Chief, Division Chief, Battalion Chief, Captain, Engineer, Firefighter/Paramedic, Firefighter, Fire Prevention Specialist, and Fire Mechanic; and

WHEREAS, the Novato Fire Protection District will compensate its employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, the Novato Fire Protection District will compensate its employees overtime in accordance with their current Memorandum of Understating while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

Now, Therefore, Be It Hereby resolved by the Novato Fire Protection District that:

1. Personnel shall be compensated according to Memorandum of Understanding (MOU), Personnel Rules and Regulations, and/or other directive that identifies personnel compensation in the workplace.

2. In the event a personnel classification does not have an assigned compensation rate, a “Base Rate” as set forth in an organizational policy, administrative directive or similar document will to compensate such personnel.

3. The Novato Fire Protection District will maintain a current salary survey or acknowledgement of acceptance of the “base rate” on file with the California Governor’s Office of Emergency Services, Fire Rescue Division.

4. Personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.
5. Novato Fire Protection District response personnel include: Fire Chief, Deputy Fire Chief, Division Chief, Battalion Chief, Captain, Engineer, Firefighter/Paramedic, Firefighter, Fire Prevention Specialist, and Fire Mechanic.

PASSED, APPROVED AND ADOPTED this 4th day of February 2015.

[Signature]
Bradford Beedle, President
Novato Fire Protection District Board of Directors

ATTEST:

[Signature]
Denise Wade
Board Secretary

I, Denise Wade, Board Secretary of the Novato Fire Protection District hereby certify that the foregoing resolution was duly passed at a regular meeting of the Novato Fire Protection District Board of Directors held on the 4th day of February, 2015, by the following vote on roll call:

Ayes: Directors Fenner, Jr., Galli, Kaselionis, Silverman, and Beedle
Noes: None
Absent: None

[Signature]
Denise Wade
Board Secretary
RESOLUTION NO. 2015-4

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
AMENDING THE DISTRICT’S EMERGENCY OPERATIONS POLICY

WHEREAS, the Fire Protection District Law of 1987 permits the Novato Fire Protection District ("District") to provide to the citizens of Novato fire protection services, rescue services, emergency medical services, hazardous material emergency response services, ambulance services, and other services relating to the protection of lives and property, all of which are critical to the public peace, health, and safety of the state; and

WHEREAS, the District has and may exercise all rights and powers, expressed or implied, necessary to carry out the purposes and intent of the Fire Protection District Law of 1987; and

WHEREAS, the District has an existing Emergency Operations Policy that simply refers to the District’s Disaster Response Plan;

WHEREAS, the District desires to update its Emergency Operations Policy to delineate the District’s disaster response procedures, lines of authority, response priorities, and means of expedited procurement during a major disaster.

NOW, THEREFORE, the District RESOLVES as follows:

1. The updated Emergency Operations Policy, attached as Exhibit A to this Resolution, is hereby adopted and shall replace the District’s previous policy.

I CERTIFY that the foregoing resolution was duly and regularly adopted by the Governing Board of the Novato Fire Protection District, Marin County, California, at a regular meeting thereof, held on the 6th day of May, 2015.

AYES: Directors Kaselionis, Silverman and Galli

NOES: None

ABSENT: Directors Beedle and Fenner, Jr.

President, Board of Directors

ATTEST:
1.01 PURPOSE

The declared purposes of this section are to provide for the preparation and carrying out of plans for the protection of persons and property within this District in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of this District with all other public agencies, corporations, organizations, and affected private persons.

1.02 DEFINITIONS

As used in this section, the following definitions shall apply:

a. City shall mean the City of Novato.

b. District shall mean the Novato Fire Protection District unless otherwise indicated.

c. Emergency Items shall mean and include, but are not limited to, such goods and products as food or drink for man or animal, bandages and gauze and other medical supplies, batteries, blankets, lumber, plumbing, electrical and masonry supplies and other hardware or building materials, candles, cooking equipment, clothing, diapers, first aid kits, fire extinguishers, flashlights, flares, gasoline, diesel, gloves, ice, isopropyl alcohol, matches, medicines, prescription and nonprescription drugs, paper towels, radios, safety equipment, sanitation supplies, soaps and detergents, tools (shovels, rakes, brooms, screwdrivers, pliers, hammers, rope, wire, tape, knives), trash bags and trash cans, and water.

d. Emergency Plans means those official and approved documents which describe the principles and methods to be applied in carrying out emergency operations or rendering mutual aid during emergencies. These plans include such elements as continuity of government, the emergency services of governmental agencies, mobilization of resources, mutual aid, and public information.
e. State of War Emergency, State of Emergency and Local Emergency shall have the same meanings as provided in Government Code 8558, as it may be amended from time to time.

f. Finance Section Chief and Logistics Chief shall have the same meanings as set forth in the approved Emergency Operations Plan.

g. When used in the text of emergency plans prepared under this chapter, "disaster" is synonymous with "emergency."

1.03 DISASTER COUNCIL MEMBERSHIP

The following Novato Fire District positions are represented on the Novato Local Disaster Council:

a. Fire Chief of the District or designee
b. Fire District Board President or designee

1.04 Emergency Services Management

a. There is hereby created the position of Director of Emergency Services. The Fire Chief of the Novato Fire District is hereby appointed the Director of Emergency Services.

b. There is hereby created the position of Emergency Services Manager, who shall be appointed by the Fire Chief from the Novato Fire District Management personnel or who shall be appointed by contract with the District.

c. The City of Novato and Novato Fire District operate a Joint Emergency Operations Center. The Fire Chief is one of the four primary Emergency Operations Center Directors. Other Fire District staff members are also assigned to a variety of roles within the Joint Emergency Operations Center.

1.05 Succession of Officials During Emergency

APPROVED ___________________________  INITIATOR ___________ Fire Chief Heine
a. Purpose and Applicability. The continuity of local government during a State of War Emergency, State of Emergency or a Local Emergency requires minimum precautions be in place to furnish a means by which the continued functioning of the District can take place in the event of such an emergency. Therefore, in accordance with California Government Code Section 8636 et seq., or its successor statute, the Novato Fire District adopts the following provisions for the succession of officials and officers. The following provisions shall apply only in the event of a State of War Emergency, State of Emergency or State of Local Emergency.

b. Unavailable. Unavailable for the purposes of this section shall have the same meaning as set forth in California Government Code Section 8636.

c. Fire District Board Members. In January of each year, each member of the Board of Directors shall nominate for appointment, by filing with the Board Clerk, the names of one person who such Board Member believes is qualified to fill his or her office as his or her standby officer in the event that such member is unavailable. Such Board Member shall also designate the preferred order of succession as among such individuals. The Board of Directors shall consider such nominations and shall, by resolution, appoint three standby officers for each such Board Member who shall be assigned standby officer status numbers 1, 2 and 3, as the case may be. Such standby officers shall be appointed to fill the position of the unavailable Board Member for whom they have been designated in the order designated by such resolution.

d. Fire Chief. The Board of Directors shall, by resolution, appoint three standby officers for the Fire Chief in the event that the Fire Chief is unavailable and shall designate such standby officers 1, 2 and 3 as the case may be. Such standby officers shall be appointed

APPROVED________________________ INITIATOR Fire Chief Heine
to fill the position of the Fire Chief in the event he is unavailable in the order designated by such resolution. This succession list will also apply to the position of Emergency Services Director.

e. Qualifications of Standby Officers; Replacement; Removal. Each person so appointed as standby officer as set forth above shall be determined by the Board of Directors to be qualified to serve in such capacity. Each such appointment shall require the consent of the person appointed as standby officer. Consideration shall be given to places of residence and work, so that for each office for which a standby officer is appointed there shall be the greatest probability of survivorship. Standby officers may be residents or officers of jurisdiction other than the Novato Fire District. In the event that a standby office becomes vacant because of removal, death, resignation or other cause, the Board of Directors shall have the power to appoint another person to fill said standby office. Standby officers shall serve in their respective positions as standby officers at the pleasure of the Board of Directors and may be removed and replaced at any time, with or without cause.

f. Oath of Office. Each standby officer shall take the oath of office and shall deliver to the Board Clerk within thirty days after his or her appointment a written declaration under oath that he or she accepts the appointment and will faithfully perform the obligations imposed upon him or her thereby.

g. Duties. The duties of the standby officer shall be as set forth in California Government Code Section 8641 and 8643, or its successor statute.

1.06 Powers and Duties of the Emergency Services Director, Emergency Services Manager

a. The Emergency Services Director is hereby empowered to:

1) Request the City or Novato and/or County of Marin to proclaim the existence of a Local Emergency

APPROVED

INITIATOR Fire Chief Heine
2) Control and direct the effort of the emergency organization of the District in preparedness, response, and recovery to accomplish the purposes of this chapter.

3) Direct cooperation between and coordination of services and staff of the emergency organization of the District; and resolve questions of authority and responsibility that may arise between them.

4) Represent the District in all dealings with public or private agencies on matters pertaining to emergencies as defined herein.

b. In the event of the proclamation of a Local Emergency by the City of Novato or County of Marin that includes the jurisdiction of the Novato Fire District, the proclamation of a State of Emergency by the Governor or the Director of the State Office of Emergency Services, or the existence of a State of War Emergency, the Emergency Services Director is hereby empowered:

1) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations be confirmed at the earliest practicable time by the Board of Directors;

2) To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the District for the fair value thereof and, if required immediately, to commande the same for public use;

3) To require emergency services of any District officer or employee; and

4) To requisition necessary personnel or materials of the District; and

APPROVED ________________________  INITIATOR  Fire Chief Heine
5) If the Emergency Services Director is the Fire Chief or the Fire Chief's standby officer, to execute all of his or her ordinary power as Fire Chief, all of the special powers conferred upon him or her by this section or by resolution or emergency plan adopted pursuant hereto by the Board of Directors, all powers conferred upon him or her by any other law, statute rule or ordinance or by any agreement approved by the Board of Directors, and any power designated by any other lawful authority.

6) Advise the Board of Directors on the needs of the District;

7) Delegate duties as necessary.

c. During an emergency operations center activation, the Emergency Services Director may delegate his/her responsibilities under this section to the authorized Emergency Operations Center Director for designated operational periods. Such delegation shall include a written limitation if any on the authority of such delegate to exercise the authority of the Emergency Services Director, including, but not necessarily limited to fiscal spending authority on behalf of the District.

d. The Emergency Services Manager shall, under the supervision of the Emergency Service Director, oversee development of mitigation, emergency operations and emergency operations center and annexes, recovery and other plans, development and implementation of operating procedures and such other rules and regulations necessary to manage the emergency programs of the District and the emergency operations centers; and shall have such other powers and duties as may be assigned by the Emergency Services Director. In formulating emergency plans, consideration shall be given to the special needs of those persons with access and functional needs.
1.07 Emergency Organization

To the extent practical, the District's organization during any response will follow the Incident Command System, Standardized Emergency Management System, and the National Incident Management System and comply with the California Emergency Services Act. All officers and employees of the District, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations and persons who may by agreement or operation of law, including persons ordered into service under the provisions of Section 6 of this POLICY, shall be charged with duties to protect life and property in the District during such emergency and shall constitute the emergency organization of the District. Formalized volunteer resources from an organized affiliate volunteer program such as the American Red Cross and Citizen Corps Council Community Emergency Response Team will be integrated into the emergency organization.

1.08 Emergency Operations Plan

The Emergency Services Manager shall be responsible to oversee development of an all hazard Emergency Operations Plan, which plan shall provide for the effective mobilization of all of the resources of this district, both public and private, to meet any condition constituting a Local Emergency, State of Emergency, or State of War Emergency; and shall provide for the organization, powers and duties, services, and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the Board of Directors. The Emergency Services Manager shall also be responsible for the development of other plans or documents that implement an emergency preparedness program in the District. These plans shall meet Federal Emergency Management Agency and Governor’s Office of Emergency Services’ planning, response and recovery guidance and requirements.

1.09 Emergency Response

All emergency response agencies shall use the Incident Command System, Standardized Emergency Management System and National Incident Management System in responding to, managing, and
coordinating multiple agency or multiple jurisdiction incidents, whether
single or multiple discipline. Shelter operations during declared
emergencies shall be coordinated with the American Red Cross giving
consideration to those with special access and functional needs, and
those evacuated with domestic animals, according to federal
requirements. The District does hereby approve and agree to abide by the
California Disaster and Civil Defense Mutual-Aid Agreement and the
California Emergency Services Act.

1.10 Mutual Aid and Assistance

As conditions arise that exceed, or may exceed, District personnel and
resources, the Emergency Services Director or Emergency Operations
Center Director may request mutual aid and/or mutual assistance as
required. When other jurisdictions require and request assistance, the
Emergency Services Director or Emergency Operations Center Director
may render assistance.

1.11 Expenditures

Any expenditures made in connection with emergency activities,
including mutual aid activities, shall be deemed conclusively to be for the
direct protection and benefit of the inhabitants and property of the
Novato Fire District.

1.12 Emergency Procurement Procedures

a. Applicability: In a proclaimed State of War Emergency, State of
Emergency or Local Emergency when there is an immediate threat to
health, safety, welfare or property, the District's normal purchasing
procedures shall be modified as set forth in this section to deal with the
exigent circumstances while still maintaining an effective purchasing
process and comply with applicable local and state purchasing laws.

b. In addition to the provisions set forth in section 11, the Emergency
Services Director is hereby authorized to enter into and execute
agreements, for and on behalf of the District for the purposes of
emergency purchases of supplies, materials, equipment, services,
contractors and personnel, in an emergency in order to protect the health, safety or welfare of the people of the District or the property of the District.

c. For purposes of meeting such emergency, the Emergency Services Director may authorize the expenditure of any unencumbered moneys in the Emergency and Disaster Response Reserve Fund, notwithstanding the fact that such moneys may not have been appropriated for such purpose, to the extent that other moneys have not been appropriated or are otherwise unavailable therefore. The Emergency Services Director shall notify the Board of Directors of any expenditure under this provision.

1) Delegation of Purchasing Authority to the Emergency Services Director: Upon the declaration of a State of War Emergency, State of Emergency, or Local Emergency, when the Board of Directors cannot be assembled in a timely manner and exigent circumstances require the immediate rental or purchase of equipment, supplies, services or other items necessary to respond to an immediate threat to public health, safety or welfare all authority vested in the Board of Directors including, but not limited to, that set forth in California Public Contract Code Section 22050, regarding purchasing are delegated to the Emergency Services Director as set forth herein. During an Emergency Operations Center activation, the Emergency Services Director may delegate all of part of his/her authority, to the assigned on-duty Emergency Operations Center Director for specific operational periods. Such delegations shall be in writing, setting forth any specific limitations and the applicable time period, and shall be signed by the Emergency Services Director and the assigned, on-duty Emergency Operations Center Director.

2) Limits of Single Purchase Authority- Emergency Services Director: The Emergency Services Director has the authority
to make individual purchases up to thirty five thousand dollars ($35,000). The Emergency Services Director shall have the authority to make aggregate purchases up to one hundred and fifty thousand dollars ($150,000)

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<tr>
<td>Aggregate Purchases</td>
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3) Delegation of Purchasing Authority to the Finance Section Chief: Upon the declaration of a State of War Emergency, State of Emergency, or Local Emergency, when the Board of Directors cannot be assembled in a timely manner and exigent circumstances require the immediate rental or purchase of equipment, supplies, services or other items necessary to respond to an immediate threat to public health, safety or welfare all authority vested in the Board of Directors including, but not limited to, that set forth in California Public Contract Code Section 22050, regarding purchasing are delegated to the Finance Section Chief as set forth herein.

4) Limits of Single Purchase Authority- Finance Section Chief: The Emergency Operations Center Finance Section Chief or Logistics Chief, has the authority to make individual purchases up to thirty five thousand dollars ($35,000.00). The using department or division shall deliver a requisition to the Finance Section Chief who will obtain the Emergency Services Director approval prior to the expenditure if the amount is more than thirty five thousand dollars ($35,000.00). If the Finance Section Chief is not available,
the Logistics Section Chief, as defined in the Emergency Operations Plan, shall have the authority otherwise delegated to the Finance Section Chief in this section. The Emergency Operations Center Finance Section Chief will expedite the verification of funds available and complete the preparation of the purchase order.

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<td>Up to $35,000</td>
<td>Finance Section Chief (or Logistics Chief if Finance unavailable)</td>
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**d. Bidding Requirements.**

1) The following provisions shall not be construed as requiring bidding for public works projects otherwise exempt pursuant to the provisions of California Public Contract Code Section 22050.

2) Exempt Purchases: When conditions exist, as described in subsection a) above, purchases shall be exempt from the purchasing provisions of Section.

3) Provision for Alternate Bid Solicitation Procedures: Notwithstanding Section 12 d. 2) above, the Fire Chief may adopt an administrative policy setting forth the purchasing procedures to be followed in the event of a condition described in subsection a) above.

4) Authority to Cancel Emergency Procurements: As a provision of subsection b.1., the District has the absolute authority to rescind a contract for non-performance within twenty-four hours when a contractor or vendor, once awarded a contract, is unable to perform under the terms of the contract and the resulting delay or non-performance presents an immediate threat to life, safety or improved property.

APPROVED ___________________  INITIATOR Fire Chief Heine
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Board Notification of Emergency Purchases: For any purchase in excess of one hundred fifty thousand dollars ($150,000.00), the Emergency Services Director shall report all such purchases to the Board of Directors within thirty days of the onset of the emergency.
RESOLUTION NO. 2015-5

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NOVATO FIRE PROTECTION DISTRICT
ADOPTING THE JOINT EMERGENCY OPERATIONS PLAN
BETWEEN THE DISTRICT AND THE CITY OF NOVATO

WHEREAS, the Fire Protection District Law of 1987 requires the Novato Fire Protection District (“District”) to provide to the citizens of Novato fire protection services, rescue services, emergency medical services, hazardous material emergency response services, ambulance services, and other services relating to the protection of lives and property, all of which are critical to the public peace, health, and safety of the state; and

WHEREAS, the occurrence of large-scale natural or manmade disasters and/or emergencies generate unique situations that require unusual multi-agency, and multi-jurisdictional responses; and

WHEREAS, the District has and may exercise all rights and powers, expressed or implied, necessary to carry out the purposes and intent of the Fire Protection District Law of 1987; and

WHEREAS, the District finds that a Joint Emergency Operations Plan is necessary to ensure effective cooperation of the District and the City of Novato during a State of Emergency, State of War Emergency, and/or Local Emergency; and

WHEREAS, the District finds that a Joint Emergency Operations Plan is necessary to provide effective life safety measures and reduce property loss and damage to the environment; and

WHEREAS, the District finds that a Joint Emergency Operations Plan is necessary to provide accurate documentation and records required for cost recovery efforts; and

WHEREAS, the District finds that a Joint Emergency Operations Plan is necessary to provide for the rapid resumption of impacted businesses and community services following a major disaster; and

WHEREAS, on April 15, 2015, the Novato City Council adopted the proposed Joint Emergency Operations Plan, attached as Exhibit A to this Resolution, which outlines the effective management of response forces and resources in preparing for and responding to situations associated with natural disasters, technological incidents and national security emergencies; and

WHEREAS, the District seeks now to adopt the proposed Joint Emergency Operations Plan; and
NOW, THEREFORE, the District RESOLVES as follows:

1. The Joint Emergency Operations Plan, attached as Exhibit A to this Resolution, is hereby adopted.

I CERTIFY that the foregoing resolution was duly and regularly adopted by the Governing Board of the Novato Fire Protection District, Marin County, California, at a regular meeting thereof, held on the 3rd day of June, 2015.

AYES: Directors Galli, Fenner, Jr., Silverman, and Beedle

NOES: Director Kaselionis

ABSENT: None

[Signature]
President, Board of Directors

ATTEST:

[Signature]
CITY OF NOVATO AND NOVATO FIRE DISTRICT

2015
Emergency Operations Plan (EOP)

04/06/2015
Insert here: Local Plan Concurrence/Letter of Approval/ Resolution

Novato Fire District
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**RECORD OF CHANGES**

The City of Novato Emergency Services Manager or designee will review the EOP every three years and will make changes as necessary for any updates.

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## RECORD OF DISTRIBUTION (Parts One to Three)

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<td>37</td>
<td>Emergency Services Coordinator</td>
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<td>Superintendent, NUSD</td>
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<td>39</td>
<td>Captain, Marin Humane</td>
<td>Marin Humane Society</td>
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<td>40</td>
<td>Police Chief</td>
<td>Marin Community College District</td>
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**NOTE:** These copies will be updated as necessary by the City Emergency Services Manager or designee.
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PART ONE: GENERAL INFORMATION

THE PLAN

The Novato Emergency Operations Plan (EOP) is a joint plan developed by and for the City of Novato and the Novato Fire District that addresses the planned response to extraordinary emergency situations associated with disasters affecting Novato. The plan also addresses integration and coordination with other governmental agencies when required and as guided by applying the Whole Community approach. This plan is not intended to address the normal day-to-day emergency or well-established emergency procedures.

This plan accomplishes the following:

- Establishes the emergency management organization required to mitigate any significant emergency or disaster affecting Novato.

- Establishes the overall operational concepts associated with Novato’s Emergency Operations Center (EOC) activities and the recovery process.

This EOP is based on the functions and principles of the California Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and the Incident Command System (ICS). It identifies how the Novato Emergency Operations system fits into the overall Marin County, California and National risk-based, all-hazard emergency response and recovery operations plan. This plan will serve as a tool to facilitate response and short-term recovery activities, and will be flexible enough to use in all emergencies.

This document serves as a planning reference and as a basis for effective response to any hazard that threatens Novato. Departments within Novato and other agencies that have roles and responsibilities identified by this plan are encouraged to develop plans, detailed Standard Operating Procedures (SOPs), and emergency response checklists based on the provisions of this plan.

This document serves as the legal and conceptual framework for emergency management in Novato and is divided into the following parts:

Part 1 – General Information

The "basic plan" which describes the emergency management organization, its roles, responsibilities, and operational concepts.

Part 2 – Threat Summaries and Assessments

A general description of Novato and a brief analysis of how hazards might affect the City of Novato and the Novato Fire District.

Part 3 – References

EOP Annex Summaries, Emergency Support Functions, Authorities and References, Acronyms.

Part 4 – Annexes and Plans

Full copies of Annexes and Plans (Published separately).
Emergency Operations Plan Requirements

The Novato EOP requires approval by Novato City Council and the Novato Fire District Board of Directors. The City of Novato Emergency Services Manager is responsible for coordinating its periodic review, updates, re-publishing and re-distribution. Records of revision to this plan will be maintained by the City of Novato’s Emergency Services Manager. The plan may be modified as a result of post-incident analyses and/or post-exercise critiques. It may be modified if responsibilities, procedures, laws, rules, or regulation pertaining to emergency management and operations change. Those agencies or departments having assigned responsibilities under this plan are obligated to inform the City of Novato Emergency Services Manager when changes need to be made.

Emergency Operations Plans Requirements

Novato agencies and organizations, as well as the Marin OA separately publish documents that support this EOP. These supporting references further describe the operation or functional response to specific threats or specific emergency response disciplines. Additionally, they contain checklists and other resource material designed to provide users with the basic considerations and actions necessary for effective emergency response for the specific hazard or function. The City of Novato and Novato Fire District Emergency Managers are responsible for managing plans and documents that support and carry out the concepts and policies outlined in the EOP. This ensures compatibility with the EOP and supports enhanced coordination among the jurisdictions.¹ These documents fall into three categories:

• **Operational Area EOP Annexes**
  Functional annexes to the EOP which provide detailed guidance on managing response and recovery operations in relation to specific threats or critical activities, such as Care and Shelter, Post-Disaster Housing, Spontaneous Volunteers, Bioterrorism, and Medical Health. These, unless stated otherwise, are plans developed by or for the Marin Operational Area that also provide guidance for Novato area responses.

• **Supporting Plans**
  Other supporting plans addressing response procedures that may impact our county, such as the Local Hazard Mitigation Plan, Emergency Operations Center Manual, and Hazardous Material Response Plan.

• **Strategic Guidance Documents**
  Additional supporting documents that outline specific procedures or serve as resources to individual agencies or organizations, such as the animal Services Protocol and the Access and Functional Needs (AFN) Planning Guidance.

Documents used to guide response to major emergencies and disasters are categorized by audience and scope. The following diagram illustrates how many such documents may be organized. This is not an all-inclusive list. In some cases, these documents are developed and maintained by other agencies, but support Novato response and planning.

¹ This EOP and all newly revised plans integrate and reference the Marin Operational Area Access and Functional Needs Planning Guidance to ensure that functional needs are addressed during disasters and that equal access to services are provided to all Novato residents.

Version Date: 04/06/2015
City of Novato and Novato Fire District
Emergency Operations Plan

Plans and Supporting Documents

**Emergency Operations Plan (EOP)**
This is the document that provides the overall concept, organizational framework, and policies for responding to a major disaster within the jurisdiction.

**Emergency Recovery Plan (ERP)**
This is the document that provides the overall concept of the organizational framework of operations during the recovery phase following a major emergency or disaster within the jurisdiction for both long term and short term recovery. (Pending)

**ANNEXES/Guides**
These documents provide information or additional detail for hazards or response functions that cannot be included in the Emergency Operations Plan or the Emergency Recovery Plan.

- Care and Shelter
- Donations/Management
- Extreme Temperatures
- Fire and Rescue
- Law Enforcement/Coroner
- Mass Fatality
- Medical/Health
- Oil Spill
- Spontaneous Volunteers
- Tsunami

**SUPPORTING PLANS**
These documents are responsible for supporting overall activities described in the EOP and ERP at the jurisdictional government level and specific to their related Concept of Operations.

- Debris Management Plan
- Emergency Operations Center (EOC) Manual
- Hazardous Materials Plan
- Local Assistance Centers (LAC)
- Logistics Response Plan
- Medical Countermeasures Mutual Threat Zone Response

**STRATEGIC GUIDANCE DOCUMENTS**
These documents provide strategic guidance for a coordinated response for effective management to a major incident or incidents and to manage response and recovery at the local level as it relates to regional, state or national level functions and policies.

- Damage Assessment Concept of Operations
- Hazardous Materials Response Plan
- Local Hazard Mitigation Plan

**ANNEXES**
- Audience: Jurisdiction
- Scope: Concepts and Policies

**SUPPORTING PLANS**
- Audience: Jurisdiction
- Scope: Multi-jurisdiction and Multi-discipline procedures

**STRATEGIC GUIDANCE DOCUMENTS**
- Audience: Stakeholders, Public
- Scope: Multi-jurisdiction and local communities guidance procedures
PURPOSE / OBJECTIVES / GOALS / ASSUMPTIONS

Purpose

This EOP establishes policies and procedures and assigns responsibilities to ensure the effective management of emergency operations within Novato. It provides information on Novato emergency management structure and how and when the EOC staff is activated.

Objectives

The overall objective of emergency management is to ensure the effective management of response forces and resources in preparing for and responding to situations associated with natural disasters, technological incidents and national security emergencies. To carry out its responsibilities, the emergency management organization will accomplish the following objectives during a disaster/emergency using the Whole Community approach.  

- Maintain overall coordination of emergency response and recovery operations, including on-scene incident management as required.
- Coordinate and liaise with appropriate local government agencies, as well as applicable segments of private sector entities and volunteer agencies.
- Establish priorities and resolve conflicting demands for support.
- Prepare and disseminate emergency public information to alert, warn, and inform the public.
- Disseminate damage information and other essential data.

Goals

- Provide effective life safety measures and reduce property loss and damage to the environment.
- Provide for the rapid resumption of impacted businesses and community services.
- Provide accurate documentation and records required for cost recovery efforts.

Assumptions

- The City of Novato, in partnership with the Novato Fire District, is primarily responsible for emergency actions and will commit all available resources to save lives, minimize injury to persons, and minimize damage to property and the environment and will coordinate with the Marin OA and other agencies.
- The City of Novato and Novato Fire District will utilize ICS, SEMS, and NIMS in emergency response and management operations.
- The City of Novato Emergency Services Director will coordinate Novato disaster response in conformance with its Emergency Organization and Functions as per Novato Municipal Code 2-13.

2 Whole Community Approach (FEMA) meeting needs, regardless of demographics such as age, economics, or accessibility requirements.
City of Novato and Novato Fire District
Emergency Operations Plan

- The Novato Fire District Emergency Services Director will coordinate Novato Fire District response in conformance with its Emergency Organization and Functions as per Novato Fire District Resolution 2015-3.

- The resources of Novato will be made available to local agencies and citizens to cope with disasters affecting this area.

- The City of Novato and Novato Fire District will commit their resources to a reasonable degree before requesting mutual aid assistance.

- Mutual aid assistance will be requested when disaster relief requirements exceed the City of Novato and Novato Fire District abilities to meet them.
CONCEPT OF OPERATIONS

The emergency management organization in Novato will identify potential threats to life, property and the environment, and develop plans and procedures to protect those assets. Local leadership must ensure an inclusive planning process that ensures special consideration to Access and Functional Needs (AFN) populations. These plans and procedures will direct emergency response and recovery activities and will be validated by the conduct of actual response or exercising. The goal is to maintain a robust emergency management organization with strong collaborative ties with other local government, community-based organizations and volunteers, public service agencies, and the private sector under the SEMS/NIMS.

Actions are often categorized by four emergency management phases indicated below. However, not every disaster necessarily includes all indicated phases.

1. Preparedness Phase

The preparedness phase involves activities taken in advance of an emergency. These activities develop operational capabilities and effective responses to a disaster. Preventative actions might include mitigation activities, emergency/disaster planning, training, exercises and public education. Members of the emergency management organization should prepare Standard Operating Procedures (SOPs), Emergency Operating Procedures (EOPs), and checklists detailing personnel assignments, policies, notification rosters, and resource lists. Personnel should be acquainted with these SOPs, EOPs and checklists through periodic training in the activation and execution procedures.

Training and Exercising
The City of Novato and Novato Fire District will inform its departments of training opportunities associated with emergency management. Those with responsibilities under this plan must ensure their personnel are properly trained to carry out these responsibilities.

The best method of training emergency responders is through exercises. Exercises allow emergency responders to become familiar with the procedures, facilities and systems that they will actually use in emergency situations. Training and Exercise Programs are established with consistent consideration for people with Disabilities and Access and Functional Needs (AFN).

Exercises will be conducted on a regular basis to maintain readiness. Exercises should include all levels of City and District staff, from elected officials to line and field staff. Novato will document exercises by conducting a critique, and using the information obtained from the critique to complete an After Action Report (AAR) and to develop an Improvement Plan (IP) plan, revising standard operating procedures as necessary.

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4 Section 12132 of the Americans with Disabilities Act.

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## Emergency Management Exercise Continuum

Exercises are focused practice activity that places participants in a simulated situation requiring them to function in the capacity that would be expected of them in a real event. They are conducted to evaluate an organization's capacity to execute one or more portions of its response plan or contingency plan.

<table>
<thead>
<tr>
<th>Complexity</th>
<th>Discussion Based</th>
<th>Operation Based</th>
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<tr>
<td><strong>Table-Top</strong></td>
<td>Simulation of operations using rules, data, and procedures.</td>
<td>Involves deployment of resources and requires execution of plans, policies, agreements, and procedures.</td>
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<tr>
<td><strong>Workshop</strong></td>
<td>Formal discussion based exercise, used to build or achieve a product.</td>
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<tr>
<td><strong>Seminar</strong></td>
<td>Informal discussion based exercise, used to teach or orientate participants.</td>
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<tr>
<td><strong>Drills</strong></td>
<td>Supervised activity designed to evaluate capabilities and multiple functions.</td>
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<tr>
<td><strong>Games</strong></td>
<td>Activity that tests a specific operation or function of a single agency.</td>
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<tr>
<td><strong>Functional</strong></td>
<td>Single or multi-agency activity involving actual deployment of resources.</td>
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<tr>
<td><strong>Full-Scale</strong></td>
<td>High-stress multi-agency, multi-jurisdictional activity involving actual deployment of resources.</td>
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*Provides a forum for discussing or developing plans, agreements, training and procedures.*
2. Response Phase

Pre-Emergency
When a disaster is inevitable, actions are precautionary and emphasize protection of life. Typical responses might be:

- Alerting necessary agencies, placing critical resources and personnel on stand-by.
- Evacuation of threatened populations to safe areas.
- Advising threatened populations of the emergency and apprising them of safety measures.
- Identifying the need for mutual aid.
- Proclamation of a Local Emergency by local authorities.

Emergency Response
During this phase, emphasis is placed on saving lives and property, control of the situation and minimizing effects of the disaster. Immediate response is accomplished within the affected area by local government agencies and segments of the private sector.

Sustained Emergency
In addition to continuing life and property protection operations, mass care, relocation, public information, situation analysis, status and damage assessment operations will be initiated.

3. Recovery Phase

At the onset of an emergency, actions are taken to enhance the effectiveness of recovery operations. Recovery is both short-term activities intended to return vital life-support systems to operation, and long-term activities designed to return infrastructure systems to pre-disaster conditions. Recovery also includes cost recovery activities. The recovery period has major objectives including:

- Reinstatement of family and individuals’ autonomy.
- Provision of essential public services.
- Permanent restoration of private and public property.
- Identification of residual hazards.
- Plans to mitigate future hazards.
- Recovery of costs associated with response and recovery efforts.
- Coordination of state and federal, private and public assistance.

As the immediate threat to life, property and the environment subsides, the rebuilding of Novato will begin through various recovery activities. Recovery activities involve the restoration of services to the public and rebuilding the affected area(s). Examples of recovery activities include:

- Restoring all utilities.
- Establishing and staffing Local Assistance Centers and Disaster Assistance Center.
- Applying for appropriate assistance programs.
• Conducting hazard mitigation analysis.
• Identifying residual hazards.
• Determining recovery costs associated with response and recovery.

4. Prevention/Mitigation Phase

Preventing disaster damage and losses includes those efforts known as mitigation activities. Mitigation efforts occur both before and following disastrous events. Post-disaster mitigation is part of the recovery process. Preventing, eliminating or reducing the impact of hazards that exist within Novato and are a threat to life and property are part of the mitigation efforts. Mitigation tools include:

• Local ordinances and statutes (zoning ordinance, building codes and enforcement, etc.).
• Structural measures.
• Tax levy.
• Public information and community relations.
• Land use planning.

Emergency Management Planning makes it possible to manage the entire life cycle of a potential crisis. Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles.

The Novato Local Hazard Mitigation Plan 5 describes strategies for sustaining and building on current mitigation activities to ensure the future safety of lives, preservation of property, and protection of the environment during times of disaster. Mitigation planning improves the ability to recover after disaster.

Example of a Local Disaster Lifecycle:

San Anselmo Flood

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5 Novato Local Hazard Mitigation Plan 2012 meets the requirements of the Disaster Mitigation Act of 2000 (DMA)- Public Law 106-3900 – FEMA.

Version Date: 04/06/2015
The Federal Emergency Management Agency (FEMA) has designed a National Response Framework with guiding principles that enable all response partners to prepare for and provide a unified response to disasters and emergencies – from the smallest incident to the largest catastrophe.
EMERGENCY MANAGEMENT ORGANIZATION & RESPONSIBILITIES

NOVATO Disaster Council

The Novato Disaster Council serves as an advisory group to City of Novato and Novato Fire District Board of Directors. The Novato Disaster Council is defined and described in Novato Municipal Ordinance 2-13.3 and includes the following members:

1) Mayor or designated city council member, who shall serve as chairperson
2) City Manager, serving as the City Emergency Services Director and Disaster Council vice-chairperson
3) Fire District Board President or designee
4) City Police Chief or designee
5) Fire Chief of the Novato Fire District or designee
6) Assistant City Manager or designee
7) City Community Development Director or designee
8) City Public Works Director or designee
9) City Parks, Recreation and Community Services Director or designee
10) Superintendent of the Novato Unified School District or designee
11) General Manager of the Novato Sanitary District or designee
12) General Manager of the North Marin Water District or designee
13) Chief Administrative Officer of the Sutter – Novato Community Hospital or designee
14) Chief Executive Officer of the Novato Chamber of Commerce or designee
15) The Disaster Council may also include Ex-Officio representatives of civic, business, labor, professional, or other organizations having an official emergency responsibility, as well as emergency management specialists as may be appointed by the emergency services director with notification to the city council.

The City Emergency Services Manager, who shall be a police captain or other designee, including an outside contractor as designated by the Emergency Services Director, shall serve as staff liaison for the Disaster Council.

The Novato Disaster Council is responsible for the following:

- Review and recommend for adoption by the City Council and Fire District Board of Directors emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements.

- The Disaster Council shall meet upon call of the Director of Emergency Services at any time, but no less than annually.

- The Disaster Council shall encourage coordinated emergency planning between and amongst the City, District, the County of Marin, the Novato Sanitary District, the North Marin Water District, the Novato Unified School District, and other local partners in the Novato area.

- Promote individual, family and neighborhood disaster preparedness and post-disaster self-reliance programs.

- Review and evaluate disaster preparedness progress in public and private sectors.

- Review an annual report summarizing the efforts and progress of overall emergency operations planning which will thereafter be presented by the Director of Emergency Services or his/her designee to the City Council and District board.
Novato Emergency Operations Center

The Emergency Operations Center Director

The Emergency Operations Center Director is supported by Emergency Operations Center staff from the City of Novato and Novato Fire District. The EOC Directors are pre-assigned as the Novato City Manager, Novato Assistant City Manager, Novato Police Chief and Novato Fire Chief. The Novato EOC Director has overall responsibility for the following:

- Organizing, staffing and operating the EOC.
- Operating communications and warning systems.
- Providing information and guidance to the public and elected officials.
- Maintaining information on the status of resources, services, and operations.
- Directing overall operations.
- Identifying and analyzing potential hazards and recommending appropriate counter-measures.
- Collecting, evaluating and disseminating damage assessment and other essential information.

Positions in the organizational structure will be made by the EOC Director dependent on the scope and nature of the incident and resources available.

The City and District maintain a list of specific employees that are pre-assigned to the various EOC positions. In general, the EOC Directors and Section Chiefs are staffed with three to four employees each, to facilitate 24 hour per day coverage and to accommodate vacancies caused by the disaster or for other reasons.

The functional matrix on the following page will assist in assigning responsibilities.
# City of Novato and Novato Fire District
## Emergency Operations Plan

### Department Functional Matrix

- **P** = Primary Responsibilities
- **S** = Support Responsibilities

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<th>Fire Chief’s Office</th>
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<th>Fire / EMS</th>
<th>Police</th>
<th>Public Works</th>
<th>Community Development</th>
<th>Parks, Rec. &amp; Comm. Svcs</th>
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*Version Date: 04/06/2015*
Marin County Operational Area Emergency Management

When a disaster occurs and two or more of the county’s local jurisdictions’ EOCs (or at the request of one local jurisdiction) within the Marin County Operational Area (OA) are activated, the Marin Operational Area EOC serves as the focal point for information transfer and supports requests by cities/towns such as Novato.

Novato is within California Office of Emergency Services Mutual Aid Region II and the CalOES Coastal Administrative Region.

The Marin Operational Area coordinates regular meetings of the Marin Area Emergency Managers to ensure the scope of emergency management functions that are coordinated and provided by the county meet the expectations of the cities/towns.
SEMS/NIMS

Standardized Emergency Management System (SEMS)

After the 1991 Oakland East Bay Hills Fire, State Senator Nicholas Petris introduced Senate Bill 1841 (SB1841) introducing the Standardized Emergency Management System (SEMS). Since 1994 SEMS has been required by Government Code Section 8607(a) for managing response to multi-agency and multi-jurisdiction emergencies in California. SEMS consists of five organizational levels that are activated as necessary: field response, local government, operational area, regional and state.

SEMS has been used throughout the State of California to manage and coordinate any emergency response involving more than one agency or jurisdiction. Local governments must use SEMS to be eligible for reimbursement of their personnel-related costs under state disaster assistance programs.

A local government under SEMS is a county, city/town, or special district. Special districts under SEMS are units of local government with authority or responsibility to own, operate or maintain a project (as defined in California Code of Regulations 2900(s) for purposes of natural disaster assistance). This may include joint powers authority established under Section 6500 et seq. of the Code.

Cities/towns are responsible for emergency response within their boundaries, although some cities contract for some municipal services from other agencies.

Special districts are primarily responsible during emergencies for restoration of services that they normally provide. They may also be responsible for safety of people at their facilities or on their property and for warning of hazards from their facilities or operations.

All local governments are responsible for coordinating with other local governments, the field response level and the operational area. Local governments are also responsible for providing mutual aid within their capabilities.

National Incident Management System (NIMS)

In response to the September 11, 2001 attacks on the World Trade Center in New York City, the Pentagon and Flight 93, President Bush issued Homeland Security Presidential Directive-5 (HSPD-5). Released on February 28, 2003, HSPD-5 directed the Secretary of the Office of Homeland Security (OHS) to develop and administer a National Incident Management System (NIMS). NIMS includes the following components:

- Command and Management, including the Incident Command System (ICS)
- Communications and Information Management
- Preparedness
- Resource Management
- Supporting Technologies
- Joint Information System (JIS)
- NIMS Management and Maintenance
Relationship to SEMS and NIMS:

The City of Novato is responsible for emergency response within its geographical boundaries. The Novato Fire District is responsible for fire and emergency medical response within the district’s geographical boundaries.

Under SEMS and NIMS, the City of Novato and Novato Fire District have responsibilities at two levels: The Field Response and the Local Government level.

- At the field response level, all agencies will use the Incident Command System (ICS) to standardize the emergency response.

- At the Novato Local Level, the Novato EOC is used as the central location for gathering and disseminating information, coordinating all jurisdictional emergency operations, and coordinating with the Marin County Office of Emergency Services (OES) and the Marin County Operational Area EOC level during events outside the scope of Novato. SEMS and NIMS are based on the ICS system at all levels of government.

Incident Coordination from Field to Federal Assistance:

Organization Flexibility – Modular Organization

The five essential ICS functions in SEMS and NIMS are identified as “sections” in the EOC. All other functions are organized as branches, groups or units within these sections. Only functional elements that are required to meet current objectives will be activated.

Management of Personnel - Hierarchy of Command and Span-Of-Control

Management of personnel within the EOC will be accomplished through the assignment of Section Chiefs for Operations, Planning/Intelligence, Logistics, and Finance/Administration functions. Section Chiefs will report to the EOC Director. (see page 43 for EOC Organizational Chart).
Multi-Agency or Inter-Agency Coordination / MAC and MACC

- The Multi Agency Coordination (MAC) concept is compatible with the Incident Command System (ICS) whereby agency representatives working together address a common goal. A MAC can take place at several levels of an incident (Scene of Incident, Area or Unified Area Command, EOC, Regional, State and Federal).

- A Mutual Aid Coordinating Center (MACC) is established for large-scale disasters and will represent the local affected area while working with the Region, State and Federal government to line up needed assistance with the incident.

Multi-agency or inter-agency coordination (MAC) (IMAC) is important for establishing priorities for response and allocating critical resources. Strategies for handling multi-agency response problems need to be developed while jurisdictional and agencies' objectives are not compromised. County departments, agencies and possibly affiliated special districts, volunteer agencies, and private organizations coordinate emergency response at the EOC.

EOC Action Plans

At local, operational area, regional and state levels, the use of EOC action plans provide designated personnel with knowledge of the objectives to be attained and the steps required for achievement. Action plans give direction and provide a basis for measuring achievement of objectives and overall system performance.

Special District Involvement

Special districts are defined as local governments in SEMS/NIMS. Their emergency response role is generally focused on the return to normal services. During disasters, some types of special districts may be more extensively involved in the emergency response by assisting other local governments when the disaster extends beyond Novato. While the City of Novato and the Novato Fire District operate a joint emergency operations center, it is expected and anticipated that the joint emergency operations center and field units will coordinate with the Emergency Operations Centers operated by the North Marin Water District, Novato Sanitary District, and the Novato Unified School District.

Coordination and communications should be established among special districts that are involved in emergency response, other local governments and the operational area. This may be accomplished in various ways, depending on the local situation. Relationships among special districts, cities/towns, county government and the OA are complicated by overlapping boundaries and by the multiplicity of special districts. Special districts need to work with the local governments, as in Novato, in their service areas to determine how best to establish coordination and communication in emergencies.

As there are many special districts that have various jurisdictions within Novato, it may not be feasible for the joint EOC to accommodate representatives from all special districts during area-wide disasters. In such cases, the city/town should work with the special districts to develop alternate ways of establishing coordination and communication. As each of the Novato area special districts has the capability of opening their own emergency operations centers, communications by phone, email, WebEOC, or radio in the absence of liaison officers will support coordination between the joint emergency operations center and the special districts. It is anticipated that the Marin Open Space District and Marin Flood Control District would coordinate primarily with the Marin Operational Area EOC and coordinate with the joint EOC primarily though the Marin Operational Area EOC.
MUTUAL AID

Introduction
The foundation of California's emergency planning and response is a statewide mutual aid system which is designed to ensure adequate resources, facilities and other support is provided to jurisdictions whenever their own resources prove to be inadequate to cope with given situation(s). The basis for the system is the California Disaster and Civil Defense Master Mutual Aid Agreement, as provided in the California Emergency Services Act. This Agreement was developed in 1950 and has been adopted by the state, all 58 counties and most incorporated cities in the State of California.

The Master Mutual Aid Agreement creates a formal structure wherein each jurisdiction retains control of its own facilities, personnel and resources, but may also receive or render assistance to other jurisdictions within the state. State government is obligated to provide available resources to assist local jurisdictions in emergencies. It is the responsibility of the local jurisdiction to negotiate, coordinate and prepare mutual aid agreements.

During an emergency operations center activation, law enforcement, fire and emergency medical resources are requested, if not available locally, as mutual aid with a request from the joint EOC Operations Section branches to their counterparts at the Marin Operational EOC. All other requests for mutual aid are processed by the Resources Unit in the joint EOC Logistics Section, and if not available locally, are requested from the Logistics Section at the Marin Operational Area EOC. In addition to these Mutual Aid Agreements, the State sponsors a Post-Disaster Safety Assessment Program that provides building inspection and engineering assistance.

State Mutual aid agreements exist in:
- Law Enforcement / Coroners
- Emergency Management
- Medical
- Fire Services
- Hazardous Materials
- Public Utilities
- Engineers
- Public Health

Mutual Aid System

A statewide mutual aid system, operating within the framework of the Master Mutual Aid Agreement, allows for the progressive mobilization of resources to and from emergency response agencies, local governments, operational areas, regions and the state with the intent to provide requesting agencies with adequate resources.

The statewide mutual aid system includes several discipline-specific mutual aid systems, such as fire and rescue, law, medical and public works. The adoption of SEMS does not alter existing mutual aid systems. These systems work through local government, operational area, regional and state levels consistent with SEMS/NIMS and the Incident Command System (ICS) (see page 28). Mutual aid may also be obtained from other states. Interstate mutual aid may be obtained through direct state-to-state contacts, pursuant to interstate agreements and compacts, or may be coordinated through federal agencies.

Mutual Aid Regions

Mutual aid regions are established under the Emergency Services Act. Six mutual aid regions numbered I-VI have been established within California. The Novato and the Marin Op Area are located within Region II. Each mutual aid region consists of designated counties. Region II is located in the OES Coastal Administrative Region (see page 29).
Mutual Aid Coordinators

To facilitate mutual aid, discipline-specific mutual aid systems work through designated mutual aid coordinators at the operational area, regional and state levels. The basic role of a mutual aid coordinator is to receive mutual aid requests, coordinate the provision of resources from within the coordinator's geographic area of responsibility and pass on unfilled requests to the next level.

Mutual aid requests that do not fall into one of the discipline-specific mutual aid systems are handled through the emergency services mutual aid system by emergency management staff at the local government, operational area, regional and state levels.

Mutual aid coordinators may function from an EOC, their normal departmental location or other locations depending on the circumstances. Some incidents require mutual aid but do not necessitate activation of the affected local government or operational area EOCs because of the incident's limited impacts. In such cases, mutual aid coordinators typically handle requests from their normal work location. When EOCs are activated, all activated discipline-specific mutual aid systems should establish coordination and communications with the EOCs as follows:

Mutual Aid / Flow of Resource Requests (SEMS Model):

The Mutual Aid system exists in California to help jurisdictions ensure they have adequate resources to respond to an event.
Volunteer and Private Agencies in Mutual Aid

Volunteer and private agencies may participate in the mutual aid system along with governmental agencies. For example, the disaster medical mutual aid system relies heavily on private sector involvement for medical/health resources. Some volunteer agencies such as the American Red Cross (ARC), The Salvation Army (TSA) and others are an essential element of the statewide emergency response to meet the needs of disaster victims. Volunteer agencies mobilize volunteers and other resources through their own systems. They also may identify resource needs that are not met within their own systems that would be requested through the mutual aid system. Volunteer agencies with extensive involvement in the emergency response should be represented in EOCs.

Some private agencies have established mutual aid arrangements to assist other private agencies within their functional area. For example, electric and gas utilities have mutual aid agreements within their industry and established procedures for coordinating with governmental EOCs. In some functional areas, services are provided by a mix of special district, municipal and private agencies. Mutual aid arrangements may include both governmental and private agencies.

A liaison should be established between activated EOCs and private agencies involved in a response. Where there is a need for extensive coordination and information exchange, private agencies should be represented in activated EOCs at the appropriate SEMS level.

Emergency Facilities Used For Mutual Aid

Incoming mutual aid resources may be received and processed at several types of facilities including marshaling areas, mobilization centers and incident facilities. Each type of facility is described briefly below.

Marshaling Area - Defined in the Federal Response Plan as an area used for the complete assemblage of personnel and other resources prior to their being sent directly to the disaster affected area. Marshaling areas may be established in other states for a catastrophic California earthquake.

Mobilization Center - Off-incident location at which emergency service personnel and equipment are temporarily located pending assignment, release or reassignment. For major area-wide disasters, mobilization centers may be located in or on the periphery of the disaster area.

Incident Facilities/Staging Areas - Incoming resources may be sent to staging areas, other incident facilities or directly to an incident, depending on the circumstances. Staging areas are temporary locations at an incident where personnel and equipment are kept while awaiting tactical assignments.

Policies and Procedures

Mutual aid resources will be provided and utilized in accordance with the California Master Mutual Aid Agreement. During a proclaimed emergency, inter-jurisdictional mutual aid will be coordinated at the county, operational area or mutual aid regional level.

Cities/towns and special districts will make mutual aid requests through the Marin County OA EOC. Requests should specify, at a minimum:

- Number and type of personnel needed
- Reporting time and location
- Access routes
- Risks and hazards
- Type and amount of equipment needed
- Whom forces should report to
- Estimated duration of operations

Following a major disaster, the Marin County Sheriff's OES, as well as private contractors, can assist local governments with reimbursement procedures for response-related costs.

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MUTUAL AID AUTHORITIES AND REFERENCES

Mutual aid assistance may be provided under one or more of the following authorities:

• California Master Mutual Aid Agreement.
• California Fire and Rescue Emergency Plan.
• California Law Enforcement Mutual Aid Plan.
• Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended) provides federal support to state and local disaster activities.
VOLUNTEER RESOURCES

In response to disaster, management of resources requires integration of material, as well as personnel, into the existing Emergency Management System of Novato. Volunteer groups trained in emergency response can greatly enhance and supplement emergency response personnel. Jobs for all personnel assigned to emergency response must be trained, equipped, and aligned with a qualified organization.\(^6\) Spontaneous volunteers, when trained and managed appropriately, can provide valuable resources to the community.

Center for Volunteer and Nonprofit Leadership (CVNL):

CVNL contracts with the City of Novato and Novato Fire District to provide a volunteer center during a disaster. This would provide a central point for volunteers to be identified, registered and evaluated for special skills. This also provides a staging area for volunteers pending their deployment to locations in need of volunteers. CVNL also provides training to City and District staff on volunteer operations.

Radio Amateur Civil Emergency Service (RACES/ACS)

RACES is coordinated by the Marin County Office of Emergency Services and has established radio rooms at the Novato Emergency Operations Center (Novato Fire District Administration Office), Novato Police Department and the Novato Community Hospital. RACES also has communications sites at the Marin EOC and other Marin sites. RACES provides a redundant communications link to phone and MERA communications between supported sites and can support some field to EOC communications. In this same manner, they can provide an alternative communications link to those same sites, thereby reducing the load of routine communications from the MERA system.

Marin Medical Reserve Corps (MMRC)

Marin County’s Health and Human Services Division has created the Marin Medical Reserve Corps (MMRC) which enlists citizen volunteers to assist in the establishment of an organized pool of resources capable of being deployed to support Emergency Management Systems already in place in the event of a major disaster. MMRC has developed a partnership within the Marin County medical profession (active and retired) that aid in the education, training and deployment of citizen volunteers and resources in the event of a large scale, local emergency. MMRC will serve as a support role in providing volunteer medical professionals and resources to augment those services in the community that are engaged in the health and welfare of the citizenry.

Community Emergency Response Team (CERT)

Following a major disaster, first responders who provide emergency services will not be able to meet the demands. Factors as number of victims, communication failures, and road blockages will prevent people from accessing emergency services they have come to expect at a moment’s notice through 911. The CERT program in Novato presents citizens training with the facts about what to expect following a major disaster and also in life saving skills with emphasis on decision-making skills and rescuer safety. It organizes teams with certified CERT members that are an extension of first responder services offering immediate help to victims until professional services arrive. CERT training is consistent throughout Marin County and CERT teams can be assigned into Novato from outside jurisdictions as well as from Novato to other local jurisdictions.

CERT includes education topics such as earthquake survival, fire prevention and suppression, search and rescue, disaster first aid, and general emergency preparedness. CERT courses and information on organizing neighborhood teams is available at Novato Fire stations.

\(^6\) The Center for Volunteer and Non-Profit Leadership (CVNL) is contracted by the City of Novato and Novato Fire District to develop and sustain Emergency Volunteer Center (EVC) capability to support disaster volunteer management.
Get Ready Disaster Preparedness Program

The Get Ready Program was developed by the Tiburon Peninsula Disaster Preparedness Taskforce and is now available for all residents of Marin County. This two hour program is outlined by the Federal Emergency Management Agency to teach citizens what to do when help is unavailable during emergencies and disasters.

The Get Ready program is offered throughout the year and is coordinated and scheduled through the Novato Police Department. A Get Ready 5 program is also available for 5th grade students.

Functional Assessment Service Teams (FAST)

FAST is a team of 2-8 trained members that will deploy to general population shelters to conduct functional assessments of People with Access and Functional Needs (PAFN) as they arrive at the shelters. FAST members would also determine what resources are needed to accommodate the PAFN so they can remain at the shelter. FASTs will be deployed as requested to shelters and remain at the shelters until it is determined that they are no longer needed. FASTs may transfer to other shelters and will return to shelters as needed or requested.

FAST consist of members with experience in the following areas:
- Aging (services/supports, including dietary needs).
- Chronic health conditions.
- Developmental / cognitive/intellectual disabilities.
- Deaf/Hard of hearing.
- Mental health disabilities.
- Physical disabilities.
- Substance abuse.
- Blind/Vision loss.
NOVATO EMERGENCY OPERATIONS CENTER (EOC)

Introduction

Day-to-day operations are conducted from departments and agencies that are widely dispersed throughout the City and District. An EOC is a location from which centralized emergency management can be performed during a major emergency or disaster. This facilitates a coordinated response by the Directors of Emergency Services, Emergency Management Staff and representatives from organizations who are assigned emergency management responsibilities. The level of EOC staffing will vary with the specific emergency situation.

The purpose of an EOC is to support field level response and coordinate activities through a single strategic MACRO Management center/facility through effective:

1) COMMUNICATION
2) COORDINATION
3) Strategic POLICY Guidance
4) Determination of PRIORITIES
5) Comprehensive INFORMATION Management
6) Comprehensive RESOURCE Management
7) DOCUMENTATION for later financial recovery

An EOC provides a central location of authority and information. It allows for face-to-face coordination among personnel who must make emergency decisions. The following functions are performed in the Novato EOC:

- Managing and coordinating emergency operations.
- Receiving and disseminating warning information.
- Developing emergency policies and procedures.
- Collecting intelligence from, and disseminating information to, the various EOC representatives, and, as appropriate, to county, other cities/towns, special districts, and political representatives.
- Preparing intelligence/information summaries, situation reports, operational reports, and other reports as required.
- Maintaining general and specific maps, information display boards, and other data pertaining to emergency operations.
- Continuing analysis and evaluation of all data pertaining to emergency operations.
- Directing, controlling and coordinating, within established policy, the operational and logistical support of Novato resources committed to the emergency.
- Maintaining contact and coordination with support to Disaster Operations Centers, other local government EOCs, and the Marin County Operational Area EOC.
- Providing emergency information and instructions to the public, making official releases to the news media and the scheduling of press conferences as necessary.
EOC Location and Description

The Novato EOC is located at 95 Rowland Way, Novato (Novato Fire District Administration Offices). The EOC is well supplied with EOC supplies, communications and supporting technologies, and serves as a place for the collection and dissemination of information. Staffing pattern is SEMS based, and operational periods are determined during the initial stages of an event.

Alternate EOC Location and Description

The Alternate Novato EOC is located in the Training Room of the Novato Police Department at 909 Machin Avenue, Novato. This location also maintains EOC supplies, communications and supporting technologies.

When to Activate the EOC:

A matrix has been developed for Novato showing four levels of events/situations that could impact the city. A guide has been developed indicating who on the Emergency Management Team should be notified and who should respond to the EOC during incidents at each of these levels. This is meant to be used only as a guideline. Information available at the time of an incident may dictate the need to adjust the notification and response. As an example, with a Standby Activation, it may be beneficial to assign a 3 to 4 person team to partially activate the EOC and monitor events in anticipation of a Level One, Two or Three activation. That matrix and associated staffing information follows:

ACTIVATION LEVELS: (Descriptions are illustrative)

<table>
<thead>
<tr>
<th>Standby</th>
<th>Level Two – Partial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severe Weather Watch/Advisory</td>
<td>Major Wind or Rain Storm with Damage</td>
</tr>
<tr>
<td>Flood Watch/Advisory</td>
<td>Moderate Earthquake with Reports of Damage</td>
</tr>
<tr>
<td>Earthquake resulting in activation of the Earthquake related Joint Response Protocol</td>
<td>Two or More Large Incidents Involving Two or More Local Response Agencies</td>
</tr>
<tr>
<td>(Note – In Standby Mode, EOC is set up and turned on, but not staffed)</td>
<td>Major Scheduled Event</td>
</tr>
</tbody>
</table>
### Staffing Matrix: (N = Notification Required; R = Respond to EOC)

<table>
<thead>
<tr>
<th>EOC Position</th>
<th>Standby</th>
<th>Level Two</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Management Section</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EOC Director</td>
<td>N</td>
<td>R</td>
</tr>
<tr>
<td>EOC Coordinator</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>Public Information Officer</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>Liaison Officer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety &amp; Security Unit Officer</td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>Access and Functional Needs Officer</td>
<td>N</td>
<td>R</td>
</tr>
<tr>
<td>Legal Advisor</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Planning Section</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning Section Chief</td>
<td>N</td>
<td>R</td>
</tr>
<tr>
<td>Situation Analysis Unit Leader</td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>Documentation Unit Leader</td>
<td></td>
<td>N</td>
</tr>
<tr>
<td>Damage Assessment Unit Leader</td>
<td></td>
<td>N</td>
</tr>
<tr>
<td>Advanced Planning Unit Leader</td>
<td></td>
<td>N</td>
</tr>
<tr>
<td>Demobilization Unit Leader</td>
<td></td>
<td>N</td>
</tr>
<tr>
<td><strong>Operations Section</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations Section Chief</td>
<td>N</td>
<td>R</td>
</tr>
<tr>
<td>Law Branch Director</td>
<td>N</td>
<td>R</td>
</tr>
<tr>
<td>Fire/Rescue Branch Director</td>
<td>N</td>
<td>R</td>
</tr>
<tr>
<td>Public Works Branch Director</td>
<td>N</td>
<td>R</td>
</tr>
<tr>
<td>EMS Branch Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communications Unit Leader</td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>Dispatchers (One or Two, may include MCSO)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RACES Operators (One or Two)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Logistics Section</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Logistics Section Chief</td>
<td>N</td>
<td>R</td>
</tr>
<tr>
<td>Care &amp; Shelter Unit Leader</td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>Resource &amp; Personnel Unit Leader</td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>Information Technology Support Unit Leader</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation Unit Leader</td>
<td>N</td>
<td>R</td>
</tr>
<tr>
<td>Facilities Unit Leader</td>
<td>N</td>
<td>R</td>
</tr>
<tr>
<td>EOC Support Staff (Two to Four)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Finance Section</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finance Section Chief</td>
<td>N</td>
<td>R</td>
</tr>
<tr>
<td>Payables Unit Leader</td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>Time-Keeping Unit Leader</td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>Procurement Unit Leader</td>
<td></td>
<td>R</td>
</tr>
</tbody>
</table>

**Total Activated Staff:** 0 8 18 32 - 37

Agency Representatives and Technical Specialists can be called in as appropriate.
Who Can Activate the EOC:

The following City of Novato and Novato Fire District employees (or their designees) are authorized to activate the EOC:

- City Manager/Emergency Services Director.
- Assistant City Manager.
- Police Chief.
- Fire Chief.
- Police Captains or Watch Commander.
- Deputy Fire Chief or Battalion Chiefs.
- Emergency Services Manager with concurrence of any of the above.

How to Activate the EOC:

- Contact the Novato Emergency Services Manager. If unable to contact them, contact the Novato Police Dispatch Center at 415-897-1123.
- Identify yourself, briefly describe the situation causing the request and provide a call back number.
- Describe Activation Level Requested.

Deactivating the EOC

Deactivation of the Novato EOC will occur when the incident, emergency, or disaster is concluded when the Management Section has assessed the need to deactivate and receives approval from the authorized City/District personnel who activated the EOC. All resources and personnel will be accounted for prior to deactivation.

Status Boards and Electronic Display Devices:

Because the EOC’s major purpose is accumulating and sharing information to ensure coordinated and timely emergency response, status boards for tracking emergency activities will be made available for use in both the primary and alternate EOCs. All EOC sections must maintain display devices so that other sections can quickly comprehend what actions have been taken, what resources are available, and to track damage in the Novato area. The Planning/Intelligence Section is responsible for coordinating the display of information.

At the onset of any disaster, a log will also be compiled for the duration of the emergency situation. Key disaster related information will be recorded in the log: e.g., casualty information, health concerns, property damage, fire status, size of risk area, scope of the hazard to the public, number of evacuees, etc. The posting of the log is the responsibility of the Planning/Intelligence Section staff.

Web EOC Application

WebEOC provides real-time information to authorized users anywhere Internet access is available by automating the paper processes already in place to effectively manage incident information. The Menus developed by Marin OES for application on the WebEOC system are reflective of the traditional Status Boards and information display devices. WebEOC is integrated with the California OES for event reporting, resource request process, and the mutual aid system. Marin County's WebEOC is locally configured and tailored to our city/district operations. A primary value of WebEOC is the ability to bring secure real-time crisis information management to the Novato EOC with information shared amongst Marin County agencies and jurisdictions.

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Notification, Mobilization and Communication:

The State, the County and other Marin local governments have established essential communications support procedures to provide the information links between the Federal, State Operations Center (SOC), Regional Emergency Operations Center (REOC), Operational Area (OA) EOC, and the OA’s local jurisdiction EOCs.

Novato EOC maintains several contact lists of agencies and personnel critical to emergency operations. Those contact lists include: EOC participants, agencies/jurisdictions/Cal EMA and other emergency organizations.

The following communication and information systems are available:

FEDERAL

- Emergency Alert System (EAS):
  EAS serves the OA by transmitting public emergency messages from both the Sheriff’s Communication Center and the OA-EOC. Television and radio broadcasters then re-broadcast these messages to the public. It is also used to receive important emergency information from the State and Federal Government.

- California Integrated Seismic Network (CISN):
  CISN is the product of a cooperative effort between the California Institute of Technology, Berkeley Seismic Lab and the United States Geological Survey. Earthquake data is collected simultaneously by each of the seismic partners and then rapidly shared via the Internet. This allows viewers to see earthquake time, location and magnitude within minutes of the earthquake. The website is www.cisn.org.

STATE/REGION

- California State Warning Center (CSWC):
  CSWC is operated by the Cal OES and is the designated dissemination agency of alerts to notify potentially impacted jurisdictions through the OA Coordinator.

- Emergency Digital Information Service (EDIS):
  EDIS is a service provided by Cal OES delivering official information about emergencies and disasters to subscribers (including the OA, public, and media) via satellite data cast technology.

- Operational Area Satellite Information System (OASIS)
  OASIS is provided by Cal OES. This satellite-based system has stationery and mobile earth stations that communicate on microwave frequencies with satellite telephones and related devices, providing Wide Area communications capability between the State and Operational Areas. A video Teleconferencing and Video feature is also available for the OA.

- California Law Enforcement Telecommunications System (CLETS):
  CLETS is the telecommunications system that links all law enforcement agencies of all counties. CLETS provides California law enforcement agencies with the capability of obtaining information directly from Federal, State, and local computerized information files.

- CalEOC:
  CalEOC is an electronic data management system that links the OA with the Region and the State. CalEOC is the same basic product as WebEOC that is used by the Marin OA and local Marin agencies.
LOCAL NOTIFICATION, MOBILIZATION AND COMMUNICATION – EOC COMMUNICATIONS OPTIONS

- MERA - Marin Emergency Radio Authority voice radio system.
- TENS - Telephone Emergency Notification System (Alertmarin.org).
- RACES/ACS - Countywide organization of over 120 amateur radio operators with facilities at the primary and secondary EOC sites.
- CAD - Computer Aided Dispatch for Novato Police Department and Novato Fire District running on the Marin County Sheriff’s System.
- SAT Phones – Satellite Phones.
- Nixle – A free service to provide email and text messages to the public from Novato Fire and Police.
- Facebook – The City and District each maintain Facebook pages that can also provide information.
- Agency Websites – www.novato.org and www.novatofire.org can also be used to distribute information.

Incident Command System (ICS)

The ICS is a nationally used standardized emergency management system specifically designed to allow the user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS addresses both organization and process. ICS is used to manage facilities, equipment, personnel, procedures, and communications through the use of a common organizational structure and standardized procedures.

The Novato EOC uses ICS as the primary organizational structure in accordance with both the National Incident Management System (NIMS) and Standardized Emergency Management System (SEMS).

National Incident Management System (NIMS)

NIMS provides a comprehensive national framework for incident management, applicable at all jurisdictional levels and across all functional disciplines. NIMS establishes standardized incident management processes, protocols, and procedures that all responders – Federal, State, Tribal, and Local – will use to coordinate and conduct response actions.

The Novato EOC and field responders conform to NIMS standards.

Standardized Emergency Management System (SEMS)

SEMS is the statewide system for managing response to multi-agency or multi-jurisdiction emergencies in California. SEMS is intended to facilitate communication and coordination between all levels of the system and among all responding agencies. SEMS provides the structure and foundation for the OA’s emergency organization. SEMS is required by the California Emergency Services Act (ESA) 11 for managing multi-agency and multi-jurisdictional responses to emergencies in California. The system unifies all elements of California’s emergency management community into a single integrated system and standardizes key elements. SEMS incorporates the use of the Incident Command System (ICS), California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), the OA concept and multi-agency and inter-agency coordination.

SEMS integrates the concepts and principles of NIMS into the existing SEMS structure. The Novato EOC and field responders conform to SEMS standards.
SEMS Coordination Levels

Catastrophic events are described in terms of the involvement and interaction of the five organizational levels. (See Table below)

- **STATE**
  The State Operations Center (SOC) is activated to coordinate State agency response; mobilization of mutual aid resources from unaffected regions; and, initiate Federal assistance. The SOC also serves as the liaison with the National Operations Center (NOC). The State is comprised of three regions: Inland, Coastal, and Southern.

- **REGION**
  Novato, as well as the Marin County OA is in the Coastal Region. The Coastal Regional Emergency Operations Center (REOC) responds to resource request for the OA, including the tasking of State agencies, tracking of State resources, and coordinating regional mutual aid resources.

- **COUNTY**
  The Marin County OA EOC is utilized during a county-wide, multi-jurisdictional, multi-agency response for coordination of emergency activities within the geographic area of the County. The OA EOC serves as a link in the system of communication between the REOC and the political subdivisions within the OA.

- **OTHER LOCAL GOVERNMENT** (cities/towns/districts/agencies)
  Other local governments, like Novato, within the County retain responsibility for managing the response within its jurisdictions. Local EOCs shall: establish priorities; mobilize and allocate available resources to support field units; and to provide situation reports and resource request to the OA.

- **FIELD RESPONSE**
  Affected jurisdictions will respond as feasible. Multiple Incident Command Posts (ICPs) may be established at various sites throughout the disaster area. Resource requests are made to agencies/jurisdiction’s EOC and DOC.
## Incident Response Matrix:

<table>
<thead>
<tr>
<th></th>
<th>Local Incident, No Additional Resources Required</th>
<th>Single Jurisdiction Incident, Some Additional Resources Required</th>
<th>Multiple Jurisdiction Incident, Some Additional Resources Required</th>
<th>Area Wide Disaster, Damage in Multiple Operational Areas</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State</strong></td>
<td></td>
<td></td>
<td></td>
<td>Sociology Command Center (SOC) activated. SOC may direct activation of other REOCs to assist with resource requests. State agency DOCs are activated. The SOC will coordinate with the NOC if Federal assistance is requested, if needed.</td>
</tr>
<tr>
<td><strong>Regional</strong></td>
<td></td>
<td></td>
<td></td>
<td>REOC activated. Coordinate resource requests. Resources requested through the SOC.</td>
</tr>
<tr>
<td><strong>Operational Area</strong></td>
<td></td>
<td>OAEOC may be activated; REOC notified. Coordinate resource requests.</td>
<td>OAEOC activated; REOC notified. Coordinate resource requests. Resources requested through the REOC and regional mutual aid coordinators.</td>
<td>OAEOC activated; REOC notified. Coordinate resource requests. Resources requested through the REOC and regional mutual aid coordinators.</td>
</tr>
<tr>
<td><strong>Local Government</strong></td>
<td>Supports field response as needed. Local EOCs may be activated, and will notify the OA. Retains responsibility for response management.</td>
<td>Supports field response as needed with available resources. Local EOCs are activated. When local government exhausts its resources, it submits a request to the OA. Retains responsibility for response management.</td>
<td>Supports field response as needed with available resources. Local EOCs are activated; OA notified. Resources requested through OA emergency management and mutual aid coordinators. Retains responsibility for response management.</td>
<td>Supports field response as needed with available resources. Local EOCs are activated; OA notified. Resources requested through OA and mutual aid coordinators. Retains responsibility for response management.</td>
</tr>
<tr>
<td><strong>Field Response</strong></td>
<td>Field units respond; resources requested through local government dispatch centers.</td>
<td>Field units respond; resources requested through dispatch centers, EOC/DOCs.</td>
<td>Field units respond; resources requested through dispatch centers, EOC/DOCs.</td>
<td>Field units respond; resources requested through dispatch centers, EOC/DOCs.</td>
</tr>
</tbody>
</table>
Information and Resource Coordination Flowchart:

<table>
<thead>
<tr>
<th>Field Level Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information and Requests</td>
</tr>
<tr>
<td>Novato EOC (Cities/Towns and Special Districts)</td>
</tr>
<tr>
<td>Marin Operational Area EOC</td>
</tr>
<tr>
<td>Governor’s Office of Emergency Services Coastal Region/Mutual Aid Region II</td>
</tr>
<tr>
<td>Governor’s Office of Emergency Services</td>
</tr>
</tbody>
</table>

EOC Coordination with Volunteer and Private Agencies

Local jurisdictions’ EOCs will generally be a focal point for coordination of response activities with many non-governmental agencies and should establish communication with private and volunteer agencies providing services within their jurisdiction. In the Novato EOC, coordination with these entities will typically be remotely using various communications paths rather than having staff located in the Novato EOC.

However, agencies that play key roles in the response should have representatives in the EOC. If an agency supports several functions and has only one representative in the EOC, the agency representative should be located in the liaison area. If an agency is supporting one function only, its representative may be located with that functional element. Some agencies may have several personnel participating in functional elements in the EOC. For example, American Red Cross (ARC) personnel may be part of the staffing for the Care and Shelter element of the EOC.

During large or regional events, agencies that have countywide response roles and cannot respond to numerous local jurisdictions’ EOCs should be represented at the OA level.

Coordination with volunteer and private agencies that do not have representatives at either the Novato or Operational Area EOC may be accomplished through telecommunications, liaison with community councils that represent several agencies or involvement of agencies in special multi-agency groups on specific issues.

Emergency Operations Center (EOC) Management Structure

SEMS regulations require local governments to provide five functions: management, operations, planning/intelligence, logistics and finance/administration. These functions are the basis for structuring the EOC organization.
**Management** - Responsible for overall emergency policy and coordination through the joint efforts of governmental agencies and private organizations.

**Operations** - Responsible for coordinating all jurisdictional operations in support of emergency response through implementation of the local government's EOC Action Plan.

**Planning/Intelligence** - Responsible for collecting, evaluating and disseminating information; assist in developing the Novato EOC Action Plan, After Action Report, and Corrective Action Report, in coordination with the EOC Coordinator.

**Logistics** - Responsible for supporting operations, providing facilities, services, personnel, equipment and materials.

**Finance/Administration** - Responsible for financial activities and other administrative aspects.

The EOC organization may include representatives from special districts, volunteer agencies, and private agencies with significant response roles.

**Novato Emergency Operations Center Staffing**
EOC POSITION DESCRIPTIONS AND RESPONSIBILITIES

The following describes the basic function and responsibilities for position assignments within the Novato Emergency Operations Center.

Management Section

The Management Section is responsible for overall management and administration of the incident. Management also includes certain support staff functions required to support the EOC Management function and the field command function.

1. Emergency Operations Center Director: Typically staffed by the City Manager, Assistant City Manager, Police Chief or Fire Chief, this position is responsible for directing Novato’s response and recovery for any disaster or emergency.

2. Legal Officer: An attorney normally representing either the City or District that provides advice to the EOC Director in all legal matters relating to the emergency. The Legal Officer assists the Director of Emergency Services and the EOC Director in declaring a local emergency and implementation of emergency powers.

3. Access and Functional Needs Officer: The Access and Functional Needs Officer evaluates operations in the context of people with disabilities and Access and Functional Needs (AFN), ensures that they receive adequate attention in planning and communications functions, and ensures that language and disability program access and physical accessibility issues are addressed at all levels of emergency response. If this position is not staffed, these responsibilities are assigned to the Logistics Section Chief.

4. Public Information Officer: The Public Information Officer (PIO) acts under the direction of the EOC Director and coordinates city/town and county public information activities. The PIO ensures that the media and citizens are fully informed on all aspects of the emergency. During regional events, the PIO will be the point of contact for the designated regional Joint Information Center (JIC).

5. Liaison Officer: When an incident has a multi-agency or multi-jurisdictional response, the Liaison Officer provides and maintains coordination with outside agency representatives, other Operational Area jurisdictions, local businesses and employers, and other political representatives.

6. Safety and Security Officer: The Safety and Security Officer acts as an advisor to the EOC Director. He or she watches over all aspects of the emergency organization to ensure the safety of all personnel. The Safety Officer is responsible for correcting unsafe operations and for working with all sections to protect the safety of all emergency services workers in the EOC. This position will also conduct check-in/check-out at the EOC entrance.

7. EOC Coordinator: The EOC Coordinator serves as a resource and assists the EOC Director in the administration of the emergency response. In addition, the EOC Coordinator provides guidance to all other EOC staff in performing their responsibilities.

Operations Section

The Operations Section is under the supervision of the Operations Section Chief who is in charge of all functions within the Operations Section. The Operations Section directs the Novato operational resources and coordinates mutual aid resources. In addition, the Operations Section is responsible for coordinating with the local field incident commanders. The following positions are in the Operations Section:
1. Operations Section Chief: The Operations Section Chief is in charge of all branches/units in the Operations Section and reports directly to the EOC Director. The Operations Section Chief assists in the development and execution of the Action Plan. The Operations Section Chief shall be advised of all requests for Mutual Aid and other resources.

2. Law Branch Director: The Law Branch directs the response activities of Novato Police units, reserves, and volunteers. It also coordinates Coroner activities with the Marin OA and all law enforcement mutual aid, including resources such as California Highway Patrol and the California National Guard.

3. Fire and Rescue Branch Director: The Fire Branch directs the response activities of district, volunteer, and mutual aid fire. This Branch coordinates rescue operations with the Public Works Branch and other outside agencies as required for heavy rescue. This position is also responsible for coordination of all medical operations in the absence of the EMS Branch Director.

4. EMS Branch Director: Responsible for coordination of all medical response operations.

5. Public Works Branch Director: The Public Works Branch directs and coordinates response to public works problems, maintains surviving utilities and services, and coordinates public works mutual aid. This Branch also assists in evaluating the safety of structures (e.g., buildings and bridges) and roads. Public Works will also assist other units with traffic control, search and rescue, and transportation, as needed.

6. Communications Unit Leader: The Communications Unit coordinates the Radio Amateur Civil Emergency Services (RACES) and the EOC Dispatch Center.

Planning/Intelligence Section

The Planning/Intelligence Section is under the supervision of the Planning Section Chief. The duties and responsibilities of the Planning Section are to gather and analyze all data regarding the incident and the assigned resources. The Planning Section maintains an incident log, EOC display maps, and charts. The Planning Section is also responsible for preparing situation reports, assessing damage, conducting planning meetings, documenting all EOC activities, and assisting in the preparation of the EOC Action Plan. The following positions are in the Planning Section:

1. Plans Section Chief: The Planning Section Chief manages the Planning Section. The Planning Section Chief is responsible for the collection, evaluation, and dissemination of incident information. This position is primarily responsible for the planning process and development of an EOC Action Plan.

2. Situation Status Unit Leader: The Situation Status Unit's primary role is to collect, collate and process all information and intelligence including Road Conditions and Damage Assessment. Situation Analysis is also responsible for maintaining the Master Incident Log and map displays.

3. Damage Assessment Unit Leader: Oversees damage assessment efforts in the development of an Initial Damage Estimate (IDE) and updates to document community losses. Provides damage assessment information to the Situation Status Unit Leader.

4. Documentation/Display Unit Leader: The Documentation/Display Branch maintains and files all EOC messages, maintains official history of the emergency to insure complete documentation for the purpose of recovery of funds and advance planning. Also maintains various display boards and supports the Plans Section Chief with the duplication and distribution of EOC documents.
5. Demobilization Unit Leader: Develops and implements the demobilization plan that will provide guidance of release of all resources assigned to community response.

6. Advanced Planning Unit: This unit focuses on developing situational awareness from 24 hours out and further. This unit is also involved in developing a recovery strategy, in conjunction with the finance section, for larger events.

**Logistics Section**

The Logistics Section is under the supervision of the Logistics Section Chief and provides all emergency support needs. The Logistics Section orders all resources, manages volunteer personnel, and provides communications, facilities, transportation, supplies, equipment, fuel, and food. The Logistics Section is made up of the following positions:

1. Logistics Section Chief: The Logistics Section Chief ensures the logistics function is carried out in support of the Novato EOC and is in charge of all functions within the Logistics Section.

2. Care and Shelter Unit Leader: The Care and Shelter (C&S) Unit directs and coordinates response activities in cooperation with the American Red Cross (ARC), the Salvation Army (TSA), the Marin OA and other organizations active in disaster and with local government jurisdictions to aid in providing C&S services to all those impacted by an emergency or disaster.  

3. IT Support Unit Leader: This position provides equipment and on site trouble shooting for EOC technologies. This position may also check out EOC technologies, such as laptops, cell phones and thumb drives, as needed.

4. Transportation Unit Leader: Oversees transportation resources and coordinates delivery and pick up of resources and supports movement of evacuees. Develops a transportation plan and aids in determining status of transportation routes.

5. Resources Unit Leader: Tracks and maintains current status of all personnel assigned to the EOC and field response. Coordinates volunteer resources through the Center for Volunteer and Nonprofit Leadership (CVNL).

6. Facilities Unit Leader: Supports maintenance and coordinates repair of City, District and other facilities involved in the emergency response. Also oversees the procurement and allocation of supplies and material not normally provided through mutual aid channels. It coordinates delivery of supplies, manages donated good programs, establishes and maintains staging areas, and coordinates procurement actions with the Finance/Administration Section.

**Finance/Administration Section**

The Finance/Administration Section provides for the tracking of the time worked by all emergency personnel involved in the incident, provides cost analysis and projections, and records any and all injury claims for compensation. The Finance Section is managed by the Finance Section Chief (County Auditor-Controller).

1. Finance Section Chief: The Finance Section Chief provides supervision to members of the Finance Section and manages all financial aspects of the emergency. In addition, he/she manages the receipt of claims for compensation against the county.

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7 While it is expected that all emergency response plans will incorporate functional needs as appropriate, The Care and Shelter Annex is especially critical.

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2. Procurement Unit Leader: Fulfills all non-personnel supply and resource requests in coordination with the Logistics Section.

3. Payables Unit Leader: The Payables Unit provides the projected cost of supplies and materials to support the emergency. In addition, it collects all cost data and records, performs cost effectiveness analysis, and provides cost estimates and cost savings recommendations. This unit also manages claims for worker's compensation.

4. Time-Keeping Unit Leader: The Time Keeping Branch maintains records of all personnel time worked at the emergency which includes all volunteers that may or may not be previously registered as Disaster Service Workers.

Unassigned City and District Staff

All City and District staff are Disaster Service Workers. Those employees not assigned to field response activities or to the Emergency Operations Center staff may be assigned to support field or EOC functions, or may also be assigned to functions such as Local Assistance Centers, Care and Shelter or Volunteer Center staffing.

Volunteers

Volunteers that are either pre-designated by the City or District or formally register through an Emergency Volunteer Center will normally be sworn in as additional Disaster Service Workers. These volunteers may be assigned to support the EOC, Emergency Volunteer Center, Local Assistance Centers, Care and Shelter Operations, Field Operations or similar roles in response to and in support of emergency operations in Novato.
EMERGENCY PROCLAMATIONS

Local Emergency

At the local government level an emergency may be proclaimed by City Council or in their absence the City Manager or his/her designee. Proclamations made by the City Manager or designee must be ratified by the City/Town Council within seven (7) days of issuance. The City Council must review, at least every 14 days, the need for continuing the local emergency, and make a proclamation of termination at the earliest possible date. The City of Novato shall advise the Marin County Sheriff’s Office of Emergency Services (OES) of the declaration. The proclamation of a Local Emergency provides the governing body with the legal authority to:

- Request that the Governor declare a State of Emergency, if necessary.
- Promulgate or suspend orders and regulations necessary to provide for the protection of life and property, including issuing orders or regulations imposing a curfew within designated boundaries.
- Exercise full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements.
- Request state agencies and other jurisdictions to provide mutual aid.
- Require the emergency services of any local official or employee.
- Requisition necessary personnel and materials from any local department or agency.
- Obtain vital supplies and equipment and, if required, immediately commandeer the same for public use.
- Impose penalties for violation of lawful orders.
- Activates local Disaster Procurement procedures.
- Conduct emergency operations without incurring legal liability for performance, or failure of performance.  
  
  (Note: Article 17 of the Emergency Services Act provides for certain privileges and immunities).

County Emergency

Similar to the process used by the City, the County can also proclaim an emergency with similar authorities.

State Of Emergency

The Governor may declare a State of Emergency when:

- Conditions of disaster or extreme peril exist which threaten the safety of persons and property within the state caused by natural or man-made incidents.
- The Governor is requested to do so by local authorities.
- The Governor finds that local authority is inadequate to cope with the emergency.

Whenever the Governor declares a State of Emergency:

- Mutual aid shall be rendered in accordance with approved emergency plans when the need arises in any county, city and county, or city for outside assistance.
- The Governor shall, to the extent he deems necessary, have the right to exercise all police power vested in the State by the Constitution and the laws of the State of California within the designated area.
- Jurisdictions may command the aid of citizens as deemed necessary to cope with an emergency.
- The Governor may suspend the provisions of orders, rules or regulations of any state agency; and any
regulatory statute or statute prescribing the procedure for conducting state business.

- The Governor may commandeer or make use of any private property or personnel (other than the media) in carrying out the responsibilities of his office.
- The Governor may promulgate, issue, and enforce orders and regulations deemed necessary.
- The Governor can request additional assistance by asking for a Presidential declaration.

State of War Emergency

Whenever the Governor declares a State of War Emergency, or if a State of War Emergency exists, all provisions associated with a State of Emergency apply. In addition, all state agencies and political subdivisions are required to comply with the lawful orders and regulations of the Governor which are made or given within the limits of his authority as provided in the Emergency Services Act.
CONTINUITY OF GOVERNMENT

Purpose

A major disaster or an enemy attack could result in great loss of life and property, including the death or injury of key government officials. At the same time, there could be partial or complete destruction of established seats of government, and the destruction of public and private records essential to continued operations of government and industry.

In the aftermath of a major disaster, law and order must be preserved and essential government services must be maintained. Civil government accomplishes this best. To this end, it is particularly essential that local units of government continue to function.

Applicable portions of the California Government Code and the State Constitution (cited in the next paragraphs) provide authority for the continuity and preservation of state and local government.

Responsibilities

Government at all levels is responsible for providing continuous, effective leadership and authority under all aspects of emergency services operations (preparedness, response, recovery, and mitigation). Under California's concept of mutual aid, local officials remain in control of their jurisdiction's emergency operations while others may provide additional resources upon request. A key aspect of this control is the ability to communicate official requests, situation reports, and emergency information throughout any disaster.

Preservation of Local Government

Article 15 of the California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code) provides the authority, as well as the procedures to be employed, to ensure continued functioning of political subdivisions within the State of California. Article 15 provides for the succession of officers who head departments responsible for maintaining law and order, or in furnishing public services relating to health and safety.

Article 15 also outlines procedures to ensure continued functioning of political subdivisions in the event the governing body, including standby officers, is unavailable to serve.

Lines of Succession for Officials Charged with Discharging Emergency Responsibilities

The first step in ensuring continuity of government is to have personnel who are authorized and prepared to carry out emergency actions for government in the event of a natural, technological, or national security disaster.

Article 15, Section 8637 of the Emergency Services Act authorizes political subdivisions such as Novato to provide for the succession of officers (department heads) having duties related to law and order and/or health and safety.

Article 15, Section 8643 Emergency Services Act describes the duties of a governing body during emergencies as follows:

- Ascertain the damage to the jurisdiction and its personnel and property.
- Reconstitute itself and any subdivisions.
- Perform functions in preserving law and order and furnishing local service.
Novato City Council Lines of Succession:

As described in Municipal Ordinance 2-13 each member of the City Council shall designate with the City Clerk the names of three persons and their succession order as their standby officer in the event that the Council Member is unavailable as defined in California Government Code Section 8636 et seq., or its successor. The list of all successors shall be appointed by the City Council in January of each year. Also see Article 15, Section 8638 of the California Emergency Services Act for additional authorities.

Novato Fire District Board Succession:

As described in Novato Fire District Resolution 2015-3 each member of the Fire District Board of Directors shall designate with the Board Clerk, the names of three persons and their succession order as their standby officer in the event that the Board Member is unavailable as defined in California Government Code Section 8636 et seq., or its successor. The list of all successors shall be appointed by the Board of Directors in January of each year. Also see Article 15, Section 8638 of the California Emergency Services Act for additional authorities.

City of Novato Staff Succession:

<table>
<thead>
<tr>
<th>Position</th>
<th>Successor #1</th>
<th>Successor #2</th>
<th>Successor #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Manager</td>
<td>Asst. City Manager</td>
<td>Police Chief</td>
<td>Public Works Director</td>
</tr>
<tr>
<td>Emergency Services Director (City Manager Role)</td>
<td>Asst. City Manager</td>
<td>Police Chief</td>
<td>Fire Chief (Novato Fire District)</td>
</tr>
<tr>
<td>Police Chief</td>
<td>Operations Commander</td>
<td>Services Commander</td>
<td>Senior Watch Commander</td>
</tr>
<tr>
<td>Public Works Director</td>
<td>Superintendent</td>
<td>Engineering Manager</td>
<td>Administrative Manager</td>
</tr>
<tr>
<td>Community Development Director</td>
<td>Planning Manager</td>
<td>Principal Planner</td>
<td>Chief Building Official</td>
</tr>
<tr>
<td>Parks, Recreation and Community Services Director</td>
<td>Recreation Operations Manager</td>
<td>Division Manager/Recreation</td>
<td>Senior Management Analyst</td>
</tr>
</tbody>
</table>

Novato Fire District Staff Succession:

<table>
<thead>
<tr>
<th>Position</th>
<th>Successor #1</th>
<th>Successor #2</th>
<th>Successor #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Chief</td>
<td>Deputy Fire Chief</td>
<td>On Duty Chief Officer</td>
<td>Next Senior Chief Officer</td>
</tr>
</tbody>
</table>

Alternative facilities/Seat of Government:

In the event that an emergency occurrence causes the normal meeting places for the elected City Council and Fire District Board to become unusable the following locations may serve as the temporary seat of government:

Normal: City of Novato – Novato City Council Chambers

Normal: Novato Fire District – Novato Fire Station #61

Alternative 1: Novato Police Training Room, 909 Machin Avenue, Novato

Alternative 2: Novato City Hall, 922 Machin Avenue, Novato

Version Date: 04/06/2015
Alternative 3: Novato Fire District Administration Building, 95 Rowland Way, Novato

Preservation of Vital Records:

- For the City of Novato, the City Clerk is responsible for the preservation of vital records.
- For the Novato Fire District, the Executive Assistant is responsible for preservation of vital records.

Vital records are defined as those records that are essential to:

- Protect and preserve the rights and interests of individuals, governments, corporations and other entities. Examples include vital statistics, land and tax records, license registers, and articles of incorporation.

- Conduct emergency response and recovery operations. Records of this type include utility system maps, locations of emergency supplies and equipment, emergency operations plans and procedures, personnel rosters, etc.

- Re-establish normal governmental functions and protect the rights and interests of government, constitutions and charters, statutes and ordinances, court records, official proceedings, and financial records.

Each department within the City of Novato and Novato Fire District should identify, maintain and protect its own essential records.
PART TWO: THREAT SUMMARIES AND ASSESSMENTS

GENERAL

This section of the Novato EOP consists of a series of threat summaries based on the results of the City of Novato and Novato Fire District’s Hazard Analysis. Within Novato, not all threats are considered to be a critical concern. However, threats that may seem unlikely to affect Novato directly, will indirectly impact our community.

It is important to note that a disaster could include more than one event. For instance, a major earthquake could cause major structure loss, inundation by dam collapse, fires, extensive hazardous materials spills from vehicles on the roadway and ruptured underground pipelines. In general, those agencies assigned roles under this plan should be prepared for the worst and expect minimal help from outside the city.

Especially threatening are acts of terrorism. Many of the hazards could be a deliberate act which would increase the danger due to the targeted nature of the event. For example, a hazardous materials release would be much more dangerous if it were timed to coincide with commuter periods, a large public event or were located in an especially sensitive area.

Location, Major Jurisdictions, and Population

The City of Novato is the northern most city in Marin County, California. Novato covers twenty-eight square miles and has a population of approximately 51,000. The Novato Fire District provides fire and emergency medical services to incorporated and unincorporated areas of Novato. The Novato Fire District covers 71 square miles and a population of approximately 63,000. The city and county are part of the Marin Operational Area and the California Office of Emergency Services’ Coastal Region.

Novato is divided by U.S. Highway 101. San Pablo Bay lies to the southeast and hills with open space lie to the immediate west. Sonoma County borders Novato to the north and east with the City of San Rafael bordering it to the south.

Marin County is surrounded by water on three sides and is connected to surrounding cities and counties by the following bridges: The Golden Gate Bridge to the south; the Richmond/San Rafael Bridge to the east; State Route 37 and the Petaluma River Bridge to the east (along a northern part of San Pablo Bay on landfill); and U.S. Highway 101 to the north (which narrows to a 4-lane uncontrolled road that traverses San Antonio Creek.

A major concern for emergency responders is the access to services by people with disabilities. Instead of defining need in terms of disabilities, it more effective to take a functional approach to disaster needs. Using a functional-based approach with acknowledges that any citizen may at some time have a disaster-generated need. Defining disaster needs by function helps us to ensure equal access to services for all citizens of Marin County, and responders are sensitive to both existing and emerging needs. Access and Functional Needs (AFN) is the whole community approach applied during all phases of disasters.

One of the major problems the city and county face during an emergency is the possibility of being isolated from the surrounding communities and any resources or help.

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8 Section 12132 of the Americans with Disabilities Act provides that... “no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of public entity, or be subjected to discrimination by any such entity.”

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City of Novato and Novato Fire District
Emergency Operations Plan

City of Novato Jurisdiction
Novato Fire District Jurisdiction
Transportation and Infrastructure

Transportation – The primary travel corridor through Novato and all of Marin County is U.S. Highway 101 (running north and south) along which 70 percent of the population lives. This is the main economic and transportation corridor for the county and the entire North Bay, as well as the main tourist route through Northern California. Other means of transportation in Novato and Marin County include:

- A regional general aviation airport at Gnoss Field – staffed and maintained by the County Department of Public Works (DPW) for the benefit of the flying public.
- Golden Gate Transit - bus service to other counties as well as local county service.
- The Marin Airporter and Charter Service Marin Transit – responsible for local transit and para-transit services within Marin County.
- Whistlestop Wheels – provides people with disabilities and AFN transportation services through Marin Access.\(^9\)
- The future-operational Sonoma Marin Area Rail Transit line running through the county parallel to Highway 101 which is also used by the North Coast Rail Authority.

\(^9\) Marin Access provides transportation services in partnership with Whistlestop, Marin Transit and Golden Gate Transit to Seniors and people with disabilities (ADA) and Access and Functional Needs (AFN).
POTENTIAL HAZARDS AND THREATS SUMMARY

The Novato area is vulnerable to a wide range of threats. In recent years we have experienced several events such as earthquakes, floods, hazardous materials spills and storms in our region. The threat picture is further complicated by the increased use, storage and transportation of numerous hazardous materials in various locations of our communities.

There are three broad categories of hazards: natural, technological and man-made threats.

<table>
<thead>
<tr>
<th>NATURAL</th>
<th>TECHNOLOGICAL</th>
<th>MANMADE</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Earthquake</td>
<td>• Public Health Crisis</td>
<td>• Transportation Accidents</td>
</tr>
<tr>
<td>• Flood</td>
<td>• Hazardous Materials Incident</td>
<td>• Terrorism</td>
</tr>
<tr>
<td>• Wildland Fire</td>
<td>• Dam Failure</td>
<td>• Civil Disturbance</td>
</tr>
<tr>
<td>• Winter Storm</td>
<td>• Energy Disruption</td>
<td>• National Security</td>
</tr>
<tr>
<td>• Tsunami</td>
<td>• Radiological Incident</td>
<td>• Emergency</td>
</tr>
<tr>
<td>• Landslide</td>
<td>• Cyber Attacks</td>
<td>• Security Related Threats</td>
</tr>
<tr>
<td>• Drought</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Climate Change/Sea Level Rise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Extreme Temperature Event</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Version Date: 04/06/2015
Hazard Frequency and Severity

The following hazard matrix outlines each of these hazards and identifies their likelihood of occurrence and severity:

<table>
<thead>
<tr>
<th>THREATS</th>
<th>FREQUENCY</th>
<th>SEVERITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Infrequent</td>
<td>Sometimes</td>
</tr>
<tr>
<td>1. Earthquake M&lt;5</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Earthquake M&gt;5</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>2. Flood</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>3. Wildland Fire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Winter Storm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Tsunami</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>6. Landslide</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>7. Drought</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>8. Climate Change/Sea Level Rise</td>
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</tr>
<tr>
<td>10. Extreme Temperature Event</td>
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</tr>
<tr>
<td>11. Hazardous Materials Incident</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>12. Transportation Accidents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Aircraft Crash</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>- Major Vehicle/Trucking Accident</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Train Crash</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>13. Cyber Attacks</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>14. Dam Failure</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>15. Energy Disruption</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>16. Radiological Incident</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>17. Terrorism</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>18. Civil Disturbance</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>20. Security Related Threats</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
ASSESSMENT 1: EARTHQUAKE

General Situation

Varying in type and intensity, earthquakes are perhaps the least predictable of any of the potential hazards. They may cause no real damage or the area could be heavily impacted. Often, the main earthquake is followed by a series of aftershocks. Aftershocks can be larger than the original quake and pose a significant threat to those responding to the first event.

Located within and next to Marin County are several known active and potentially active earthquake faults, including the San Andreas and the Rogers Creek/Healdsburg.
• The San Andreas Fault enters the county on the southwestern corner and continues north along the coast. The fault lies close to many smaller coastal communities which host many tourists in the summer months. This fault is also capable of generating a near-shore Tsunami (see Tsunami Hazard). During the 1906 earthquake, portions of fences and roads were offset by up to sixteen feet in Tomales - even though the epicenter was in South San Francisco.

• The Rogers Creek / Healdsburg Fault runs just east of the county with the northern part of Marin County located less than ten miles apart.

A major earthquake occurring in or near these areas could result in deaths, casualties, property and environmental damage, and disruption of normal government and community services and activities. The effects could be aggravated by collateral emergencies such as fires, flooding, hazardous material spills, utility disruptions, landslides, dam failures, and transportation emergencies. The location of the epicenter, as well as the time of day and season of the year, would significantly influence the number of casualties and the amount of damage.

Such an event would exceed the response capability of Novato’s emergency management organization, requiring assistance from volunteer and private agencies, the Marin County Sheriff’s OES, the Governor’s Office of Emergency Services and the federal government. Response efforts will be significantly hampered by the loss of communications and transportation systems.

A major effort would be needed to remove debris and clear roadways, demolish unsafe structures, assist in reestablishing public services and utilities and provide continuing care and temporary housing for affected citizens.

The economic impact of a major earthquake may also be significant. Employment may decline, businesses may suffer or even fail, tourism will drop, and a corresponding reduction in tax revenues will strain the basic financial systems in local communities. Additionally, costs for basic services and supplies can be expected to increase along with additional infrastructure maintenance, replacement, or repair expenses. Effects can last for months and years unless addressed quickly and aggressively.

Specific Situation

Freeways and Major Highways

Freeways and critical highways pass through key parts of Marin County. Alternate routes need to be identified. Should overpasses or bridges collapse or become unsafe, or roads close due to landslides, communities could be isolated for days. The opening of crossings and traffic control will be a major factor for emergency services personnel. A significant concern, specific to Novato, is that the community is served by only four roadways access points: US 101 from the north; US 101 from the south; SR 37; and Novato Boulevard.

Railroads

Many railroad bridges are susceptible to seismic damage because of age, design and construction. Large lengths of line are vulnerable to landslide. This is partially mitigated by the current efforts by SMART to replace and upgrade its rail through the Novato area, including the rail bridge across Novato Creek.

Dam and Flood Control Channels

Based upon current design, construction practices and ongoing programs of review and modification, catastrophic dam failure is considered unlikely, but still possible. Strong shaking could cause some dams
to overflow and cause localized flooding. Agricultural dams are at risk for failure due to liquefaction - especially after large rainfall. Flood control channels are expected to suffer minor damage. The North Marin Water District (NMWD) provides current information on dam inundation flood threats for Stafford Lake. Current dam inundation maps are integrated in our Telephone Notification System (TENS) that will allow for rapid notification to flood threat areas critical facilities.

**Hazardous Sites**

Underground fuel pipelines, chemical storage tanks, and manufacturing locations may be damaged or destroyed and the resulting leaks may constitute a considerable threat to individual areas. Additionally, the area is crossed with many high voltage lines which supply power to the majority of the area. Should they fall, roadways will be blocked and the potential for fire and shock hazards will be significant until Pacific Gas and Electric can shut them off.

**Seasonal Fluctuation in Population**

In addition to caring for their own citizens, the county and cities/towns may also have to support seasonal visitors in the area at the time of the event or evacuees from other Bay Area jurisdictions. Local agencies may have to restrict access and dedicate large numbers of resources to traffic management and transportation. Such populations may place excessive demands upon any established mass care facilities or shelters.

**Damage to Vital Public Services, Systems and Facilities**

**Medical Facilities**

Approximately half of the beds in the county’s medical facilities could be lost during a major earthquake due to the age and type of construction of some of the hospitals and rehabilitation centers in Marin. These hospitals will have services limited by damages, staff shortages, and lack of supplies. Local clinics, surgical facilities, and field treatment sites may be needed to handle the initial demand. Marin County’s Mass Casualty Incident (MCI) plan will be implemented but may be overwhelmed by the number of victims. The most common injuries will be glass cuts on hands and feet. The most serious injuries will be crush or burn. It may be necessary to transport many injured to out-of-county facilities.

**Fire Operations**

Although total collapse of fire stations is not expected, possible disruption of utilities, damaged doors and loss of power can create major problems. Numerous fires due to disruption of power and natural gas networks can be expected. Many connections to major water sources may be damaged and storage facilities would have to be relied upon. Water supplies could be inadequate or non-existent. Rescuers should expect loss of power and water, jammed doors, restricted mobility due to debris, possible loss of communications capability and delays in reaching maximum effectiveness due to personnel shortages.

**Communications**

The use of telephones will be limited. Traditional and cellular systems will be affected by infrastructure failure, overloads, and loss of electrical power. Immediately following an event, numerous failures will occur, compounded by system use overloads. 80% of the telephone system is likely to be disabled for the first 24 hours.

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10 The EOC’s Care and Shelter Branch maintains current shelter sites and types with AFN considerations in the event of an evacuation.
Radio systems are expected to operate at 40% effectiveness the first 12 hours following an earthquake, increase to 50% for the second 12 hours, then decline to approximately 40% within 36 hours. The Marin Emergency Radio Authority (MERA) conventional channels and VHF frequencies used by Novato Fire units will continue to operate irrespective of MERA system operations, albeit with more limited range than the MERA trunked system. A major issue will be batteries for portable radios. For Novato, the Police Department (Secondary EOC), Margaret Todd Senior Center and all five Novato Fire District Stations and the Novato Fire Administrative Building (Primary EOC) are supported by generator’s mitigating this risk.

Equipment reliant on microwave will experience loss of power. Damage to antennas and loss of alignment will reduce the equipment effectiveness to 30% or less.

*Electrical Power*

Extra-high-voltage transmission equipment is generally the most susceptible component of the electrical system. Transmission lines are especially vulnerable in Marin due to the rugged and remote terrain. Generating plants usually fare better but could also fail. Up to 60% of the system load may be interrupted immediately.

Repairs may require physically clearing roadways, bringing in special equipment, and safeguarding against aftershocks and other hazards. Close coordination is required with regional and local utility representatives. Power restoration may take days or even weeks.

*Natural Gas*

Damage to natural gas facilities serving Marin’s communities will consist primarily of isolated breaks in major transmission lines. Breaks in mains and individual service connections within the distribution system will be significant. Leaks pose a fire threat in these susceptible areas of intense ground shaking and/or poor ground near the shoreline. Breaks in the system will affect the most developed portions of the county and restoration could be significantly delayed. Specific to Novato is the location of major supply lines that enter the City near US 101 and San Marin Drive.

*Propane Gas*

Some residents and businesses rely upon propane or bottled gas. Many of these tanks are not secured and will likely tip over or become disconnected. The leaking tanks will pose a fire/explosion hazard and many households will be without cooking and heating capabilities. Re-supply and repair of this service will be delayed until roads can be cleared and outside assistance is brought into the area by the vendors. Priority for repair and re-supply will be given to critical facilities such as medical sites, shelters, and emergency generators at remote radio repeater sites.

*Water*

Primary water sources may be incapacitated due to damage to the chlorine treatment stations and/or the pipelines that distribute potable water. It is also possible that the water line to the Sonoma County Water Agency could be damaged or severed. Those relying on wells could find their wells damaged or rendered inoperable by sheer forces that could cut the shafts.

Priority for water distribution will go to fire suppression, life support, medical facilities, decontamination, and shelter operations. This may result in significant rationing. The use of surface-laid pipes and water tanker trucks to maintain a minimal supply to some areas will be almost certainly required.

The major reservoir in the Novato area is Stafford Lake, which is operated by the North Marin Water District. There are also a host of other reservoirs that supply the county. The supply lines are easily affected.
during winter storms and should be considered likely to fail during a major earthquake.

Sanitation Systems

These systems will be generally affected in the same manner and degree as potable water. However, there is limited storage capacity in the wastewater plants. This could result in releases of minimally treated or even untreated sewage. Damaged or un-powered pumping stations and sewer line breaks may result in small spills of untreated sewage. Household sewer connections may break and plug.
ASSESSMENT 2: FLOOD

General Situation

Floods are generally classed as either slow-rise or flash floods. Slow-rise floods may be preceded by a warning time measured in hours or days. Evacuation and sandbagging for a slow-rise flood may lessen flood-related damage. Conversely, flash floods are the most difficult to prepare for, due to the extremely short warning time, if any is given at all. Flash flood warnings usually require immediate evacuation within the hour.

The National Weather Service issues flash flood watches and warnings. A flash flood “Watch” is issued when flash flooding is possible within the designated watch area -- all persons should be alert. A flash flood “Warning” is issued when a flash flood has been reported or is imminent -- all persons should take necessary precautions.

No area is immune to flash floods. In small streams, especially near the headwaters of river basins, water levels may rise quickly in heavy rainstorms, and flash floods can begin before the rains stop. There is little time between the detection of flood conditions and the arrival of the flood crest. Swift action is essential to protect life and property.

All low lying areas, both coastal and inland, are subject to flood conditions. Urban development in flood plain areas are often subject to seasonal inundation. The flood plain is a natural extension of any waterway, although infrequently used. Storm water runoff, when exceeding the capabilities of the physical channel characteristics of a stream, results in the natural flooding of a localized area, inundating vehicles and causing considerable damage to residential and industrial properties located near stream and drainage channels.

Once flooding begins, personnel will be needed to assist in rescuing persons trapped by flood water, securing utilities, evacuating residents, moving equipment, cordonning off flooded areas and controlling traffic. These actions may overtax local agencies, and additional personnel and resources may be required.

Specific Situation

Key areas of Marin County are subject to flash flooding, urban flooding (storm drain failure/infrastructure breakdown), and river channel overflow. The Marin Flood control and Water Conservation District manages eight Flood Control Zones:

- Novato
- Mill Valley
- Bel Aire
- Stinson Beach
- San Rafael Meadows
- Santa Venetia
- Ross Valley
- Inverness

Winter storms can generate heavy wave action along the coast which, either by itself, or when combined with high tides and/or high winds, can cause localized flooding in low-lying coastal areas.
Overall Novato Flood Potential Map

Source: Association of Bay Area Governments, Earthquake and Hazards Program.
Bahia Flood Potential Map

West Novato Flood Potential Map

Version Date: 04/06/2015
Downtown Novato Flood Potential Map
ASSESSMENT 3: WILDLAND FIRE

General Situation

The fire problem in Novato resides in the Wildland-Urban Interface (WUI), where houses and businesses meet or intermingle with wildland vegetation. This is where wildfire poses the greatest risk to human life and property. A countywide assessment of the wildland fire threat undertaken by the California Department of Forestry and Fire Protection (CAL FIRE) revealed that nearly 80,000 acres are ranked as having moderate to very high fire hazard ratings. Similarly, an analysis of the WUI by Marin County Fire Department and Novato Fire District revealed that there are 73,311 structures on 57,572 developed parcels totaling 59,498 acres in Marin County, with an assessed value of $56.5 billion. Over 10,000 of those WUI parcels are located within the Novato Fire Protection District’s area of responsibility. The fire season generally lasts from five to six months. The wildland fire hazard is caused by a combination of factors including rugged terrain, highly combustible, fire prone vegetation and forest, long dry summers, and human activity.

There are several areas in the county which contain heavy fuel loads. Many homes have been built on slopes with vegetation in close proximity. These slopes are often steep, located in rugged terrain and have very few access routes. The onset of Sudden Oak Death has significantly increased the number of dead or weakened trees in most areas.

In several areas, an “Urban Interface” fire hazard is created as older neighborhoods directly border wild lands, parks, or forests. These areas often have mature vegetation and large tree canopies which could cause the fire to spread quickly.

Lengthy cul-de-sacs generally service new developments. Cul-de-sacs and dead-end roads serve most of the smaller canyons and valleys, and hillsides, as well. Some planned unit developments are served by private roads, which create access problems (i.e., narrow paved widths and limited on-street parking). Roadways with a width of less than 20 feet of unobstructed paved surface, with a dead-ends longer than 150 feet, with a cul-de-sac longer than 800 feet, or with a cul-de-sac diameter less than 68 feet are considered hazardous in terms of fire access and protection. A large number of roadways within Marin County fall into one or more of the above four categories.

Weather and Fire History

Winds

The predominant summer weather pattern includes a strong coastal influence with coastal low clouds and fog in the evening and morning hours, clearing to sunshine and mild temperatures in the afternoon. The potential for large, wind driven fires is great in Marin, especially under Diablo (Foehn wind) wind conditions that occur in autumn. Under these conditions, fire operations are limited by high fire intensities that create extreme fire behavior conditions: long-range spotting, high rates of spread, and long flame lengths. Indirect attack is the most likely control method under these conditions. Historically the largest and most destructive fires have occurred during these Diablo wind events. Two to three weeks of “off-shore” wind events occur each summer and fall, where even the coastal areas become an extreme fire hazard.

In addition, here in Novato, the large inland valleys create their own heat-generated wind systems and more closely match the climates of California’s Central Valley.

In Marin County, most recently the Angel Island Fire (in October of 2008) consumed over 300 acres (although no structures were affected). The most recent Marin County fire with significant structure loss was the Vision
Fire of 1995, which destroyed 48 structures in the community of Inverness. The base of Mt Tamalpais, specifically the community of Mill Valley, also suffered a significant fire loss in 1929; that fire footprint is now developed with more than 2,000 homes. In 1923, Novato experienced a 40,000 acre vegetation fire that began near what is now HWY 37 at US 101 and burned through the Ignacio area to Tomales and the sea.

Topography

The topography in the county is typical of the mountains in the Coastal Range where they abruptly rise upward from the rugged shoreline to elevations of more than 2000 feet.

This creates an opportunity for a wildland fire to spread uphill in many directions making it extremely difficult for the firefighters to control a fire in these areas. This is made more difficult when trying to protect structures.

The topography in the inland areas can also cause significant firefighting challenges due to hotter, drier climates. The higher density of homes and population further complicates fire-fighting efforts.

Vegetation

Marin County’s semi-arid climate produces vegetation with specific growth as a result of local topography, proximity to the coast and prevailing wind. In the central and eastern portions of our service area, the south facing exposure is primarily perennial rye grass with occasional clumps of California bay and coast live oak trees in the more sheltered pockets. The north facing slopes are heavily wooded from lower elevations to ridge with oak and bay trees and minor shrubs of the general chaparral class. Many areas in the western portion of our district are heavily forested with Bishop’s pine, Douglas-fir and coast redwood. Expansion of the residential community into areas of heavier vegetation has resulted in homes existing in close proximity to dense natural foliage. Often such dwellings are completely surrounded by highly combustible vegetation compounding the fire problem from a conflagration point of view.

Values

Values at risk are important resources that can be damaged or destroyed by wildland fire. In addition to protecting citizen and firefighter safety, the California Fire Plan identifies the following assets warranting consideration in pre-fire planning: watersheds and water, wildlife, habitat, special status plants and animals, scenic-cultural and historic areas, recreation, rangeland, structures, and air quality.

There are 73,311 structures in the County’s identified Wildland-Urban Interface, with an assessed value of $56.5 billion. The impact of a major wildland fire on Marin County’s property tax base, and hence the County’s budget would be catastrophic. As such, we have focused on the most highly valued asset - structures - with the greatest at-risk structures within the wildland-urban interface.

Fire Causes

People, and their activities, cause many wildland fires. Since the heaviest concentrations of people are found along Highway 101, most fires start there. Use of equipment, people playing with fire, arson, off-road vehicles, mowing, and debris burning are among the most common causes of wildland fires. Trees growing into power lines have been a frequent cause of large and damaging fires. Lightning strikes can spark many fires simultaneously in widely separated areas. Many of these fires may smolder for days before becoming very active.
Level of Fire Protection Services

The Novato area is served by the Novato Fire District, with five fire stations providing prevention, suppression and emergency medical services. Marin’s fire agencies have signed a county-wide mutual aid agreement to insure that firefighting resources and personnel will be available to combat a Wildland-Urban Interface fire. If these resources are not enough to meet the threat, fire resources from throughout California can be summoned under the State’s Master Mutual Aid Agreement which is administered by the State OES.

Wildland Fire in Combination with Other Threats

The fire hazard can be significantly affected by other hazards such as earthquake, drought or Sudden Oak Death. One worst-case scenario could involve a major earthquake during fire season. Broken gas lines or downed electrical wires could spark multiple fires. Firefighters would be hampered by disrupted communications, impassible roads, and the need to perform rescue/medical operations.

Assets at Risk

Numerous factors affect how vulnerable a structure is to a wildland fire ignition. Roof composition, siding material, construction type and materials, slope, fire-resistant vegetation, and defensible space are some general variables that affect structure survivability. Marin County includes densely populated urban cities and towns along the eastern Highway 101 corridor from the Golden Gate Bridge northward to Novato. Many of the county’s communities are situated within or adjacent to the Wildland-Urban Interface with dense to moderate concentrations of structures.

Response times present significant challenges to keeping fires from directly impacting communities and subdivisions. Emergency fire access to single road access residential areas is limited where narrow, winding roads are lines with dense vegetation.

In the aftermath of the Oakland Hills Fires in 1991, several public agencies and private interests wanted to reduce the likelihood that a similar tragedy would be repeated in Marin County. FIRESafe MARIN was formed to promote fire safety and stimulate communities to collaborate when solving problems related to wildland fire protection.
Fire Hazards/Wildland Urban Interface:
ASSESSMENT 4: WINTER STORM

General Situation

Flash floods, mudslides, high coastal surf, coastal erosion, stream and creek flooding, snowstorms, and avalanches have all occurred in California. Especially noteworthy are the tropical storms that are blown into California on a wind current called the "Pineapple Express." From the central Pacific, warm storm fronts move quickly and directly northwest picking up energy and pulling moisture from the ocean as they travel. Once they come ashore and are forced to rise over the coastal mountains, they cool and begin to drop their moisture.

Specific Situation

In Marin County, winter storms frequently drop large amounts of rain onto the coastal mountains. This often causes flash flooding and landslides. Common areas of Novato that have been affected in the past include: The Nave Gardens area between South Novato Boulevard and Novato Creek; Rowland Boulevard, west of US 101; the South Novato Boulevard exit from S/B US 101; Center Road between South Novato Boulevard and Diablo Avenue.

Another frequent storm behavior is high winds. High winds are most common and dramatic along the coast and in the coastal mountains. The high winds result in damage to structures, downed trees, broken phone lines, as well as arcing and downed power lines. Due to the rugged nature of the area, it can take days or weeks to make full repairs to electrical transmission and distribution lines. Power outages are a major issue almost every winter.

History

In recent history, the winter storms of 1970, 1973, 1982, 1983, 1986, 1998, 2005 and 2006 caused significant damage. Novato Creek, in the northern part of the county, historically caused damage to large numbers of homes in the 1960s until the Novato Flood Control Project was completed in the 1980s.

Regionally, flooding in Corte Madera Creek has caused severe damage to the surrounding communities. The largest recorded flow occurred in the winter of 1982 and more recently in December 2005 and January 2006. Widespread localized flooding occurred in almost all areas of the County during these periods. San Anselmo, Ross, Fairfax, and Mill Valley were the most heavily impacted. Power outages peaked at 10,000 customers in January. Nine schools closed due to mud, water and road damages and over 20 major roads were closed during the early part of the storm. Two levies in the Novato area were damaged. Over a thousand homes, apartments, and businesses were damaged or destroyed.

Over 1000 buildings in Marin were damaged or destroyed during the Dec 05 / Jan 06 floods.
ASSESSMENT 5: TSUNAMI

General Situation

A distant-source tsunami is a series of traveling ocean waves generated by earthquake or underwater landslides. As a tsunami crosses the deep ocean, its length from crest to crest may be one hundred miles or more, and its height from the bottom of the wave to the crest only a few feet. It cannot be felt aboard ships in deep water and cannot be seen from the air, but in deep water, tsunami waves may reach forward speeds exceeding 600 miles per hour.

As the tsunami enters the shallow water of coastlines in its path, the velocity of its waves diminishes and wave height increases. It is in these shallow waters that tsunamis become a threat to life and property, as they can crest to heights of more than 100 feet, and strike with devastating force. This danger is not over until the entire wave-series has passed. All tsunamis, like hurricanes, are potentially dangerous, even though they may not damage every coastline they strike. At present, there is no way to determine, in advance, the amplitude or size of tsunamis in specific locations. A small tsunami at one beach can be a giant one a few miles away.

Local source tsunamis may also be generated by earthquakes or underwater landslides just off shore. These “near-shore tsunamis” can also be very large but may arrive with little or no warning. In addition to the initial event, additional - and even larger - waves may continue to arrive for hours.\(^{11}\)

Damage

The great waves of a tsunami may crush buildings, smash vehicles and boats, uproot trees, and disrupt vital public services, systems and facilities. The effects may be aggravated by the secondary effects of fire. Efforts may be required to remove debris and clear roadways, reestablish public services and utilities and provide temporary housing for displaced persons.

Evacuation

It is essential to evacuate persons in low-lying coastal areas and around the rims of bays and harbors, for these areas consistently sustain the greatest damage by tsunamis. Potential danger exists for all areas within one mile of the coast and less than 50 feet above sea level for tsunamis of distant origin, and for all areas within one mile of the coast and less than 100 feet above sea level for tsunamis of local origin.

Tsunami Warning System

The National Oceanic and Atmospheric Administration (NOAA) maintains the International Tsunami Warning System. The occurrence of a major earthquake anywhere in the Pacific Ocean area brings an immediate response from the system.

Tsunami Watch

When an earthquake of sufficient magnitude to generate a tsunami occurs, Tsunami Warning System staff determines the location of the earthquake epicenter. If the epicenter is under or near the ocean, a tsunami is possible. The Warning System issues a TSUNAMI WATCH, which tells recipients that an earthquake has occurred, its location, and that the possibility of a tsunami exists. A TSUNAMI WATCH constitutes the System’s first alerting action.

\(^{11}\) The Tsunami Annex to the Marin EOP provides details about tsunami threats and concepts of response operations.
Specific Situation

While Marin County, due to its long exposure to the Pacific Ocean, has an exposure to Tsunamis, Novato’s location along the northwest corner of the San Francisco Bay minimizes impact in our area. While there might be some impacts in the areas indicated in the maps, especially should the impact be during a high tide period or heavy runoff, Novato is likely to be a resource for others impacted by the tsunami event.

Source: Tsunami Inundation Map for Emergency Planning, Cal OES, Cal Geographic Survey and the University of Southern California, 07/01/2009.
City of Novato and Novato Fire District
Emergency Operations Plan

MAP EXPLANATION

- Tsunami Inundation Line
- Tsunami Inundation Area
- Mean High Tide Line

Source: Tsunami Inundation Map for Emergency Planning, Cal OES, Cal Geographic Survey and the University of Southern California, 07/01/2009.

Version Date: 04/06/2015
ASSESSMENT 6: LANDSLIDE

General Situation

Landslides include all movements of soil, rock or debris as a result of falling, sliding or flowing. Landslides are categorized according to the types of motion and material involved. They can be directly caused by earthquakes or be completely independent of them.

Falls describe the sudden movement of material from vertical or near-vertical slopes, and are generally labeled by the type or material displaced (e.g., soil fall, rock fall).

Slides refer to movements in which the material moves more or less as a unit along recognizable shear surfaces. If the shear surface is concave, the slide movement will be rotational, and is denoted by the term "slump." If the shear surface is flat, the term "slide" is used alone.

Flows describe the movement of material in which small-scale movements, rather than massive sliding, is the dominant mechanism of transport. Flows are described by the type of material involved and the rate at which it moves (e.g., debris flow, mudflow).

Landslides can occur due to both natural and human factors. Natural factors include the cohesive strength and characteristics of the affected minerals, the orientation of joints and planes of weakness between slide material and bedrock, the steepness of slopes, seismic activity, the degree of saturation of ground materials (highly affected by rainfall), and the density of vegetation. Human factors include the creation of excessively steep and overloaded slopes, the removal of natural vegetation, and the addition of water to the soil by watering lawns and septic system drain fields, and onsite creations of ponds for storm runoff.

Landslides will usually be associated with earthquakes or heavy rainfall. There are many identified sites within the county. Many threaten key highways. Some jurisdictions may be directly affected or simply isolated. Landslides will normally be associated with some other incident such as winter storm or earthquake.

Landslides and debris flowing can damage or destroy buildings, block roads, sever utilities, disrupt water supplies, and injure or kill people. Damage control and emergency response operations may be seriously hampered by road closures and loss of communications. Evacuation of dangerous areas may become necessary. Extensive efforts may be needed to rescue trapped people, recover bodies, remove debris, and restore utilities and services.

Specific Situation

Landslides in Marin County tend to occur with the greatest frequency on steep slopes adjacent to foothill roads. With nearly every winter storm in the county, some landslide damage is incurred. Due to the 1998 storms, over $2.5M damages were caused due to landslide damages. One resident was killed in 2006 as a result of a slide in Mill Valley.

MAP UNITS

- Mostly Landslide - consists of mapped landslides, intervening areas typically narrower than 1600 feet, and narrow borders around landslides; defined drawing envelopes around groups of mapped landslides.

- Many Landslides - consists of mapped landslides and more extensive intervening areas than in "Mostly Landslide," defined by excluding areas free of mapped landslides; outer boundaries are quadrangle and County limits to the areas in which this unit was defined.

- Few Landslides - contains few, if any, large mapped landslides, but locally contains scattered small landslides and questionably identified larger landslides; defined in most of the region by excluding groups of mapped landslides but defined directly in areas containing the "Many Landslides" unit by drawing envelopes around areas free of mapped landslides.

- Flat Land - areas of gentle slope at low elevation that have little or no potential for the formation of slumps, translational slides, or earth flows except along stream banks and terrace margins; defined by the distribution of surficial deposits (Wentworth, 1997).
Red areas are predicted debris-flow source areas.

ASSESSMENT 7: DROUGHT

General Situation


Drought produces a variety of impacts that spans many sectors of the economy and reaches well beyond the area experiencing physical drought. Impacts are commonly referred to as direct or indirect. Reduced crop, rangeland, and forest productivity; increased fire hazard; reduced water levels; increased livestock and wildlife mortality rates; and rationing are a few examples of direct impacts. These problems can, in turn, produce others. For example, a reduction in crop, rangeland, and forest productivity may result in reduced income for farmers and agribusiness, increased prices for food and timber, unemployment, reduced tax revenues, increased crime, and foreclosures on bank loans to farmers and businesses.

Specific Situation

Marin County is very sensitive to the impacts of drought due to dependence on limited local water sources, agricultural economic base and environmental concerns, especially those to protect threatened and endangered fisheries of local and imported water supplies.

2013 was the lowest average rainfall for the North Coast in recorded history at 22.7" followed by 1946 at 32.3" and 1985 at 37.6." 2014 is on track to be another record setting year as well. In 2014, the State of California declared a drought emergency that is continuing into 2015.

Drought of 1976-77

The drought of 1976-77 was the worst in the state’s recent history due to the driest (1977) and fourth driest (1976) years on record. Statewide, California’s average annual rainfall is 200,000,000 acre-feet. In 1977, precipitation totaled only 90,000,000 acre-feet, or 45 percent of average. This drought left California with dangerously low reservoir and ground water levels. Forty-seven (47) of the state’s fifty-eight (58) counties declared emergencies, and economic losses totaled $2.4 billion.

Drought of 2014

On January 17, 2014, With California facing water shortfalls in the driest year in recorded state history, Governor Edmond G. Brown Jr. proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for these drought conditions. In the State of Emergency declaration, Governor Brown directed state officials to assist farmers and communities that are economically impacted by dry conditions and to ensure the state can respond if Californians face drinking water shortages. The Governor also directed state agencies to use less water and hire more firefighters and initiated a greatly expanded water conservation public awareness campaign.

In Marin County, past and current drought response measures have included rationing or eliminating water allocations for industry, agriculture, landscaping, and fish flows. Water had to be hauled into several communities whose wells ran dry. Public education campaigns were undertaken to convince the public to use less water.

Water sources

Marin County has two principal sources of water for domestic, commercial and industrial use: the Mt. Tamalpais watershed and water imported from the Russian River. Agriculture and some small coastal communities make use of limited groundwater sources. Additional water sources include diversions from small
streams and reservoirs. Water for Novato is supplied by the North Marin Water District relying primarily on Stafford Lake and water imported from the Sonoma County Water Agency from the Russian River.
ASSESSMENT 8: CLIMATE CHANGE/SEA LEVEL RISE

General Situation

Climate disasters are on the rise. Around 70 percent of disasters are now climate related – up from around 50 percent from two decades ago. These disasters take a heavier human toll and come with a higher price tag. Over the next twenty years, we can expect more and intense climatic hazards everywhere. Particularly at risk are our communities located in areas prone to floods. Anthropogenic climate change is projected to result in at least a 2 degrees Celsius increase in temperature by 2100. Coastal ecosystems, including salt marshes, will be impacted by climate change through accelerating sea-level rise. Emergency management must consider the implications of climate change and the impact rising temperatures, increased storm intensity and frequency, rising sea levels, changing drought and fire risk along with impacting threats to human health and disease patterns.

This is an area that needs to be developed in future plans as local impacts become better known. In general, for the life of this version of the Emergency Operations Plan, impacts are likely to be experienced through aggravations of other hazards described herein, such as drought and winter storm.

Current Sea Level Rise and Coastal Flooding Impacts (NOAA)

Note: Levels represent inundation at high tide. Areas that are hydrologically connected are shown in shades of blue (darker blue = greater depth). Low-lying areas, displayed in green, are hydrologically "unconnected" areas that may flood. They are determined solely by how well the elevation data captures the area's hydraulics. A more detailed analysis of these areas is required to determine the susceptibility to flooding.
With 2 foot Sea Level Rise

With 4 foot Sea Level Rise
ASSESSMENT 9: PUBLIC HEALTH CRISIS

General Situation

One of the gravest threats to the life safety of Marin County residents and visitors is posed by biological agents that occur naturally. Bacteria and viruses continue to evolve and spread. Drug-resistant strains of these pathogens also pose serious challenges to modern medicine. A public health crisis will immediately impact the width and breadth of emergency medical services.

In order to reduce costs, the medical community has worked to increase its efficiency by reducing or closing facilities, reducing staff, and relying on just-in-time inventory systems for medical supplies. This has resulted in an indirect reduction in the capacity to handle large-scale health events and an increased reliability on crisis response systems.

Public Health events are likely to impact whole regions and nations. Resources from outside Marin County may not be available. American society has not had to respond to a major health crisis in modern times. Existing concepts and response systems may be overwhelmed. Novato has worked with Marin Health and Human Services to develop response plans for first responders and agency staff, while supporting H&HS in public response efforts.
ASSESSMENT 10: EXTREME TEMPERATURE EVENT

General Situation

While Marin County enjoys a moderate climate year-round, the unexpected extremes of temperatures can be dangerous to segments of the population unable to take adequate measures to protect themselves. Extreme temperature increases the number of heat and cold-related injuries and can cause death. Marin County’s Extreme Temperature Annex/Guide serves as a standard to help reduce the effects of extreme temperature events. 12 Novato has an agreement in place to support this annex.

Version Date: 04/06/2015
ASSESSMENT 11: HAZARDOUS MATERIALS INCIDENT

General Situation

A hazardous material is any substance that may be explosive, flammable, poisonous, corrosive, reactive, radioactive, or any combination thereof, because of its quantity, concentration or characteristics. Hazardous materials require special care and handling because of the threats they pose to public health, safety and the environment. The production, transportation, and use of hazardous materials have become a normal part of society.

Accidental releases of hazardous materials can be especially damaging when they occur in highly populated areas or along transportation routes used simultaneously by commuters and hazardous materials transports. Incidents are more likely to occur along highways and railways. Fixed facilities, such as manufacturing and light industrial facilities release hazardous materials incidents; however stringent safety requirements help to limit these.

Hazardous materials incidents in the urban areas of the county may require precautionary evacuations, or may have residents do shelter-in-place. Such an event may produce many victims suffering from exposure to the agent or burns and require implementation of the county’s Mass Casualty Incident (MCI) Plan.

Specific Situation

Novato is not home to the large industrial complexes normally associated with a high incidence of hazardous material emergencies. Marin County is served by one Hazardous Materials team. Due to traffic congestion, it is estimated that significant out-of-county assistance may be unavailable for a period of one to three hours - especially if the incident occurs at a peak traffic time.

Transportation Routes or Fixed Hazardous Materials Facilities

Hazardous materials incidents in Marin County would most likely occur on the transportation routes or at fixed hazardous materials sites within the various cities. Hazardous materials are often moved through the area on U.S. Highway 101 and State Route 37. Surface streets are used for the local transportation of hazardous materials. Rail traffic provides another potential route through our community. The three hospitals located in Marin County use a variety of hazardous materials, radioactive materials and solvents. They maintain current lists of the materials in their facilities.

Community Colleges and high schools have hazardous materials on-site, primarily flammable materials, corrosives, and poisonous materials. They are in smaller quantities, but could pose a threat to rescue efforts. Water treatment sites sometimes contain tanks of chlorine gas.

Agriculture

The large agriculture industry is one potential source of hazardous materials incidents. Accidental release of pesticides, fertilizers and other agricultural chemicals may pose short and long-term threats to public health and the environment. These materials are generally stored in remote rural areas but are often transported from one site to another. That said, Novato supports a smaller agricultural industry than does Marin County as a whole.

Oil Spill

An oil spill can be a significant hazard to Marin County’s ecosystems including wildlife and environmentally sensitive sites (resources at risk).
Sewage Spills

Sewage spills into the county's waterways or the San Francisco Bay may cause significant contamination causing sickness in people who come in contact with those waters as well as causing distressed and sick wildlife.

Sewage spill is often caused by waste treatment facilities pump and alarm failures as well as human errors. Sanitary services in Novato are provided by the Novato Sanitary District with facilities located at 500 Davidson Street and 445 Bel Marin Keys Boulevard.

Other Sources

Another source of hazardous materials incidents is the illegal manufacturing of drugs in clandestine laboratories. The residue and hazardous waste from these laboratories are usually dumped illegally, posing a public health and safety hazard and a threat to the environment. In many cases, criminals will conduct their activities in the midst of residential or commercial neighborhoods to remain hidden.
ASSESSMENT 12: TRANSPORTATION ACCIDENTS

A major incident involving an airplane, truck, or train could result in numerous casualties and could significantly impact Marin County’s transportation systems. The ability of emergency response teams to respond and transport victims to hospitals will be affected by the time of day and traffic congestion.

A major incident on any of the primary routes will produce road closures of at least four or more hours. Extensive search and rescue operations may be required to assist trapped and injured persons. Emergency medical care and temporary shelter would be required for injured or displaced persons. Identification, movement and temporary storage of any significant number of dead will be difficult. Families may be separated, particularly if the incident should occur during working hours. In some instances, the loss of communications and disruption of other essential services may hamper emergency operations.

Specific to Novato roadway incidents, Novato is particularly susceptible to the potential of significantly reduced ingress and egress to other areas as the community’s access is limited to US 101 from the north and south, SR 37 and Novato Boulevard. Current commute traffic impacts provide a glimpse into the potential effects of these roads becoming unusable.

Under certain circumstances, government effort will be required to remove debris and clear roadways, demolish unsafe structures, and assist in re-establishing public services. It may be necessary to provide continuing care and welfare for the affected population.

Each of these hazards could produce several secondary threats, such as a hazardous materials incident, fire, severe damage to nearby buildings or vehicles, loss of life in either adjacent buildings or vehicles and pedestrians.

Major accidents could involve an airplane crash, trucking incident or a train crash. The following assessments provide additional details unique to each type of incident:

Aircraft Crash

General Situation

Often the impact of a disabled aircraft as it strikes the ground creates the potential for multiple explosions, resulting in an intense fire. Wherever the crash occurs, the resulting explosion and fires have the potential to cause injuries, fatalities and the destruction of property. The time of day when the crash occurs may have a profound effect on the number of dead and injured. As well, an airplane crash produces profound mental health issues for survivors, surrounding residents, and emergency responders.

Specific Situation

Novato has no commercial service airports with regularly scheduled air carrier passenger service. The Marin County Airport at Gnoss Field is a Regional General Aviation airport which is home to several charter companies with two airfields. The San Rafael Airport on Smith Ranch Road is a private general aviation airport with limited membership. The county lies along the West Coast air corridor and traffic patterns for Bay Area and Sacramento airports traverse the area. The crash of a small (light) aircraft would result in obvious issues if the incident took place near heavily-populated areas. In remote areas, the rugged terrain could make access and communications difficult.

A far more significant event would be the crash of an airliner. A large area could be affected with falling parts,
burning fuel and destroyed buildings. Many state and federal agencies would respond to the scene in a very short period and media attention would be intense.

**Major Vehicle/Trucking Accident**

**General Situation**

A major truck incident that occurs in a heavily-populated industrial area or residential area can result in considerable loss of life and property. Potential hazards could be overturned tank trailers, direct impact either into a residence or industrial building, or cutting into the normal flow of traffic.

**Specific Situation**

The main transportation arteries through Marin are U.S. Highway 101 and State Route 37. These routes are heavily used most hours of the day and the control of vehicular traffic in and around the affected area of a multi-casualty or hazardous materials incident will be the primary problem at any time.

In many areas there are few, if any, good alternate routes. During commute hours, the problem will be severely compounded. It will be essential to expedite the flow of essential emergency response vehicles through the area and divert nonessential traffic. In a major accident, it is not uncommon for these roads to close for most of a day to support rescue, recovery and accident investigation activities.

In a major disaster, increased reliance on goods and equipment being trucked into the county and into Novato combined with restricted or damaged roads could result in a greater chance for a major accident.

**Train Crash**

**General Situation**

A major train derailment that occurs in a heavily populated industrial area can result in considerable loss of life and property. As a train leaves its track, there is no longer any control as to the direction it will travel. Potential hazards could include overturned rail cars, hazardous materials incidents, and impact to an industrial building or entering into normal street traffic.

Train accidents could be caused by derailment, an accident with a vehicle at a crossing, an accident with a pedestrian at a crossing, a collision with another train, or an explosion or fire in or near the train. Any hazardous materials carried as freight or in another impacted vehicle could substantially complicate response actions and require that the situation be monitored until all debris is removed.

There would be a great number of agencies responding to the scene. Traffic control and resource management will be difficult but essential to maintain. Schools near the site may be isolated or called upon to evacuate immediately. Media attention can be expected to be significant.

**Specific Situation**

Marin County is served by the North Coast Rail Authority (NCRA). Rail passenger service was largely discontinued in mid-1950 including rail freight service. However, the Sonoma-Marin Area Rail Transit (SMART) passenger train will provide rail service along 70 miles of the Northwestern Pacific Railroad Alignment with about a third of the rail within Marin County running parallel to Highway 101. Phase One of the SMART train is anticipated to be completed by 2015. Since the repairs to the rail line, freight is once again running along these tracks.
ASSESSMENT 13: CYBER ATTACK

The area of cyber-attack has been a growing threat as our reliance on technology continues to increase. The FBI describes its top three cyber priorities as:

- Computer and Network Intrusions
- Identity Theft
- Fraud

For the purposes of this plan, the Computer and Network Intrusions are our primary concern due to the breadth and scope that these attacks can have.

Preventative measures for government agencies and private sector computers includes maintaining current software and virus protection software for individual computers as well as more sophisticated hardware and software protections for networks to protect data and to maintain operations.

Both the City of Novato and the Novato Fire District utilize a variety of technologies in their day to day and emergency response efforts, from phones and desktop software to the MERA radio system, Mobile data computers and the new WebEOC product.
ASSESSMENT 14: DAM FAILURE

General Situation

Dam failure is the collapse or failure of an impoundment that causes significant downstream flooding. The most common cause of dam failure is overtopping where the water behind the dam flows over the face of the dam and erodes the structure. This is most common during heavy rainstorms.

The collapse and structural failure of a dam may be caused by a severe storm, earthquakes, internal erosion of piping and foundation leakage. Seismic activity may also cause inundation by the action of a seismically-induced wave that overtops the dam without causing failure of the dam, but still floods downstream. Landslides flowing into a lake may also cause a dam to fail or overflow. The principle consequences of dam failure are injury, loss of life, and significant downstream property damage.

Specific Situation

Dam inundation, or flooding which occurs as a result of structural failure of a dam, poses a serious threat to specific areas within Marin County. Although there is no history of major dam failure in the area, any failure could have serious impacts. The dam most likely to impact Novato is the dam at Stafford Lake, operated and maintained by the North Marin Water District (NMWD). NMWD has taken steps to study the seismic stability of Stafford Dam and annually inspects the structure to confirm safe operation nevertheless. NMWD is currently working to update and revise the inundation mapping that may occur due to Stafford Dam failure.

Failure of area dams even during a catastrophic event, such as a severe earthquake, is considered very unlikely. Owing to the method of construction of these dams, they have performed well in earthquakes and failure is not expected to occur. Detailed dam maps are available at the County Planning and Building Department and, in the case of Stafford Lake Dam, at the North Marin Water District.

Additionally there are numerous “agricultural” ponds in the county, which can be considered as threats. If these ponds break, they could damage homes or roads, but not on as large a scale. The State of California Office of Emergency Services is currently in the process of identifying all ponds and dams and evaluating their risk to all residents not just to owners.

The vast majority of these dams and ponds are not constantly monitored. Therefore, detection of any problems such as leaking or overflowing will depend upon the owner and local residents.

Stafford Lake and Dam
ASSESSMENT 15: ENERGY DISRUPTION

General Situation

Modern society has increasingly grown dependent on technologies which use various sources of energy. Events in the last 30 years have underscored the major impacts that a disruption in the energy supply can have:

- The major Arab Oil Embargo in 1973 led to significant economic and political changes including increased domestic oil production, additional investment in alternative energy sources, inflation, and a marked reduction in the Gross National Product.
- The California electrical shortages of 2001 resulted in the use of rotating electrical outages, also known as rolling blackouts. This crisis created a great deal of confusion, loss of power, increased utility rates, and negatively impacted the state budget.

Fossil Fuels

This includes natural gas, oil, and gasoline. Disruptions in the supply of these resources would immediately cause serious problems in transportation, electrical generation, business, communications, and would cause prices for most goods and services to rise dramatically.

Electrical Power

A power failure is any interruption or loss of electrical service due to disruption of power generation or transmission caused by an accident, sabotage, natural hazard, equipment failure, or fuel shortage. These interruptions can last anywhere from a few seconds to several days. Power failures are considered significant problems only if the local emergency management organization is required to coordinate the provision of food, water, heating, etc. as a result. Power failures are common when severe weather and winter storm activity occur. Critical systems including telecommunications will fail unless provided with alternate or redundant power sources.

Specific Situation

Marin County does not manufacture any petroleum products. The majority of these products are imported from Bay Area refineries. Two natural gas pipelines feed the majority of the population along the U.S. Highway 101 corridor, through Novato.
ASSESSMENT 16: RADIOLOGICAL INCIDENT

General Situation

Depending upon the type, location, and quantity released, nuclear (radiological) materials can damage human health, the environment, and property. Such an accidental release is extremely rare. Commercial nuclear plants began generating power in 1957. The United States has had only one major incident that occurred at the Three Mile Island facility near Harrisburg, Pennsylvania in 1979. Other minor incidents have occurred, but these have been infrequent and have caused few off-site consequences.

Common sources of radiological materials include those used in medical procedures, research, industrial production, and construction.

It is important to note that a radiological event differs from a regular Hazardous Materials spill in that the affected area could be large; radioactivity is difficult to detect; specialized equipment is required to pinpoint sources; and clean-up may require tremendous resources. Long-term effects may be difficult to determine. Public perception will play a critical role in the incident. Media coverage of such an event will be massive. Federal agencies will play a key role in managing response and recovery efforts.

Generally, shielding, limited exposure time, and increased distance from the source are the keys to effective mitigation and response.

Specific Situation

Marin County is a combination suburban/rural area, removed from the multiple risks of nuclear (radiological) materials emergencies normally associated with a more urban environment. Only a few sites (medical facilities and hospitals) use such materials - and these are considered a relatively low-level threat. As U.S. Highway 101 is the primary north/south corridor for California’s North Coast, some industrial and medical grade radiological materials are transported on this route.
ASSESSMENT 17: TERRORISM

General Situation

The Federal Bureau of Investigation (FBI) defines terrorism as “the unlawful use of force against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in the furtherance of political or social objectives.” Since the events of September 11, 2001, a significant increase in the assessment and preparation for terrorism has been a national priority.

Terrorism can be state-sponsored or the outgrowth of a frustrated, extremist fringe of polarized and/or minority groups of people. Extremists have a different concept of morality than does mainstream society. Terrorist groups include:

- Ethnic separatists and political refugees.
- Leftwing radical organizations.
- Rightwing racists, anti-authority survivalist groups.
- Extremist issue-oriented groups such as animal rights, the environmentalists, religion, abortion rights, etc.

Terrorist events could typically be expected to strike in urban areas near public gatherings, government facilities, or highly visible areas, but no one area is less likely to be a target than any other. Communities are vulnerable to terrorist incidents and many have high visibility and vulnerable targets. These facilities, sites, systems, and special events in the community are usually located near routes with high transportation access. Examples include:

- Government office buildings, courthouses, schools, hospitals, and shopping centers.
- Dams, water supplies, and power distribution systems.
- Military installations.
- Railheads, interstate highways, tunnels, airports, ferries, bridges, seaports, pipelines.
- Recreational facilities such as stadiums, theaters, parks, casinos, concert halls.
- Financial institutions and banks.
- Sites of historical and symbolic significance.
- Scientific research facilities, academic institutions, museums.
- Telecommunications, newspapers, radio and television stations.
- Chemical, industrial, and petroleum plants, business offices, and convention centers.
- Law, fire, emergency medical services facilities, and operations centers.
- Special events, parades, religious services, festivals, celebrations.
- Family planning facilities.

Weapons of Mass Destruction

Experts generally agree that there are five categories of Weapons of Mass Destruction (WMD) which terrorists could use: Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE). It is important to note that developing and properly employing such weapons is very difficult - but not impossible. Each category of weapon is discussed below.

- Chemical agents are compounds with unique chemical properties that produce lethal or damaging effects in humans, animals, and plants. Chemical agents can exist as solids, liquids, or gases. Most chemical agents are in liquid form and can be introduced into the unprotected population relatively easily by using aerosol generators, explosive devices, breaking containers, or other forms of covert dissemination. Dispersed as an aerosol, chemical agents have their greatest potential for inflicting mass casualties.
City of Novato and Novato Fire District
Emergency Operations Plan

- Biological agents pose a serious threat because of their accessible nature and the rapid manner in which they spread. These agents are disseminated by the use of aerosols, contaminated food or water supplies, direct skin contact, or injection. Several biological agents that could be adapted for use by terrorists include anthrax, tularemia (rabbit fever), cholera, the plague, botulism, and pandemic flu. A biological incident will most likely be first recognized in the hospital emergency room, the medical examiner’s office, or within the public health community long after the terrorist attack. The consequences of such an attack will present communities with an unprecedented requirement to provide mass protective treatment to exposed populations, mass patient care, mass fatality management, and environmental health clean-up plans and procedures.

- A radiological Weapon of Mass Destruction either involves the detonation of a large conventional explosive that incorporates nuclear material, or the detonation of an explosive in close proximity to nuclear materials in use, storage, or transit.

- A nuclear threat is the use or threatened detonation of a nuclear bomb or device. At present, there is no known instance of any non-governmental entity having the ability to obtain or produce nuclear weapons.

- Explosive incidents account for 70 percent of all terrorist attacks worldwide. Bombs are the terrorist's weapon of choice. The Internet and local libraries provide ample information on the design and construction of explosive devices. The FBI reported that 3,163 bombing incidents occurred in the United States in 1994, 77 percent were due to explosives. Residential properties are the bombers' most common targets.

Cyber Terrorism

In addition to WMD attacks, cyber terrorism is a relatively new phenomenon used to potentially disrupt our society and exploit our increasing reliance on computers and telecommunication networks. Cyber terrorism threatens the electronic infrastructure supporting the social, health, and economic well-being of our communities. Interlinked computer networks regulate the flow of power, water, financial services, medical care, telecommunication networks, and transportation systems.

Specific Situation

Some smaller terrorist attacks have occurred in Marin County. The most notable strike occurred in 1970, in the Marin County Courthouse. This murder and kidnapping case was carried out by extremist political extremists who killed four people, including a Marin County Judge. The county and the jurisdictions within its boundaries remain vulnerable to the threat of terrorism. All public facilities are considered subject to a terrorist attack. The San Francisco Bay Area contains many high profile sites and buildings which are considered potential terrorist targets. Therefore, even though Marin County may not suffer such an attack, it is likely that it will be asked to provide support to this major metropolitan area that has been impacted. Another consideration is the potential for large numbers of the public to move from the impacted area due to actual or perceived dangers.

The federal and state response to terrorist activities has been intense since the attack of September 11, 2001. Emergency Management actions have centered on terrorist threat assessment, planning, grant administration, and training. Detailed terrorism threat assessments for the County and the State of California have been completed and are considered confidential.
ASSESSMENT 18: CIVIL DISTURBANCE

Civil disturbance includes incidents that are intended to disrupt a community to the degree that law enforcement intervention is required to maintain public safety. Civil disturbances are generally associated with controversial political, judicial, or economic issues and/or events. The effects of civil disturbances could include traffic congestion or gridlock, illegal assemblies, disruption of utility service, property damage, injuries and potential loss of life.

The County of Marin has experienced minor civil disturbances in several of its cities and in the unincorporated areas as has Novato specifically. In the future, protest events tied to world economic and environmental issues could potentially produce a situation for larger civil disturbances to occur.
THREAT ASSESSMENT 19: NATIONAL SECURITY EMERGENCY

A national defense emergency will normally be announced by the Federal government; however, unless there is a sudden, unprovoked attack, there should be some time available for planning and initiation of evacuation procedures. It is not the duty of civil authorities to fight the war, but rather to control and care for the local population. Local and state authorities under a “State of War” have not been exercised since World War II.

Potential impacts of a national security emergency include:

**Military Call-up and Activity**

A major national defense emergency would require the activation of the Military Reserve Forces and the National Guard. Members of those organizations would be called to duty. Their service in the federal government takes precedence over local authority. There would be no trained replacement personnel immediately available. This would affect government agencies at all levels and organizational restructuring might be necessary. There are very few military installations in the region which would be deploying troops. However, movement through the area could place a great deal of strain on major highways and local resources.

**Civilian Activity**

The civilian population may also be immediately effected by a declaration of a national emergency. Most certainly there will be a significant portion of the population which would try to evacuate the area in advance. This could produce some civil disobedience. Employee safety could become a significant concern.

**Outright War or Attack**

An attack upon the United States (either conventional or nuclear) is extremely unlikely. The potential for such an event, however, does exist. Although the chances of a massive nuclear strike on the U.S. have greatly diminished, several countries throughout the world have developed, or are seeking to develop the capability of deploying nuclear weapons, either on a tactical basis or a strategic one. Additionally, the possibility exists that a terrorist organization might acquire the capability of creating a small nuclear detonation. A single nuclear detonation in the United States would likely produce fallout affecting an area many times greater than that of the blast itself.

In the event of a conflict involving the major world powers, an attack on the Bay Area would be an almost certainty. In most probability, the attack would be from missiles with nuclear warheads. An attack on the coast by amphibious forces is unlikely. This is normally the responsibility of the federal agencies; however, protection of municipal facilities and resources would be an important consideration.

There are several "strategic" targets in the Bay Area which are/would be targeted for a nuclear strike. In addition to the military installations, defense production and communications-related civilian activities may be designated as targets. Destruction would be complete in many areas and all normal sources of power and water will cease to exist. The surviving population would flee the area by any means possible. Areas not directly affected by the blast of weapons will suffer the effects of radioactive particulate dispersed into the atmosphere.

In the event of a massive attack, there would be no help from outside agencies for a prolonged period. It would be the responsibility of law enforcement to restore order and the job of the entire government to re-assert its authority and re-establish any systems possible to aid in the placement and care of refugees as well as local citizens.
ASSESSMENT 20: SECURITY RELATED THREATS

Whether a disaster is the result of natural or manmade circumstances, our communities are vulnerable not only to the destructive effects of those disasters, but to the related threats that may be caused by increased vulnerability to crime, violence, cyber-attacks, toxic environments and general human security (economic, food, health, personal, political).
PART THREE

REFERENCES

EOP SUPPORT ANNEXES

The Novato Emergency Operations Plan (EOP) is supplemented with numerous threat specific annexes. These documents provide information or additional detail for hazards or response functions that cannot be included in the EOP. The list below indicates current EOP Annexes based on Marin Operational Area or Bay Area Regional Emergency Coordination Plan (RECP) planning efforts. As annexes are updated and additional annexes created, the Marin Operational Area Access and Functional Needs Planning Guidance provides guidance to help ensure that functional needs are addressed during disasters and that equal access to services are provided to all Marin County residents.  

As we move forward, some of these annexes will likely be replaced with Novato specific annexes that will use these documents as their foundation.

Summaries of each annex follow. The summaries focus on the impacts to the Novato area of each annex and are designed to provide a brief overview of each plan providing guidance for Novato Area response in the early hours of a significant event. For additional details or for longer term events, the annexes and plans themselves should be reviewed.

The Marin County and Bay Area Regional Plans and Annexes listed below should be considered as part of this Emergency Operations Plan and will be a physical attachment to EOP binders and electronically available to e-versions of this document.

<table>
<thead>
<tr>
<th>Annex Title</th>
<th>Publication Date</th>
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<tbody>
<tr>
<td>Care and Shelter Annex</td>
<td>March, 2005</td>
</tr>
<tr>
<td>o This Summary includes: Catastrophic Earthquake: Mass Care and Shelter Annex</td>
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<tr>
<td>Published: April, 2014</td>
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<tr>
<td>Debris Management Annex (Draft)</td>
<td>July, 2010</td>
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<td>Extreme Temperature Annex</td>
<td>April, 2010</td>
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<tr>
<td>Fire and Rescue Subsidiary Plan (RECP)</td>
<td>March, 2008</td>
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<td>Hazardous Materials Area Plan</td>
<td>August, 2014</td>
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<tr>
<td>Law Enforcement and Coroner/Medical Examiner Subsidiary Plan</td>
<td>March, 2008</td>
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<td>Medical/Health Annex</td>
<td>November, 2006</td>
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<td>Oil Spill Annex</td>
<td>April, 2006</td>
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<td>Recovery Subsidiary Plan</td>
<td>March, 2008</td>
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<td>Spontaneous Volunteer Annex</td>
<td>September, 2005</td>
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<tr>
<td>Tsunami Annex</td>
<td>January, 2007</td>
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Care and Shelter Annex Summary

1. Overview:

The Care and Shelter Annex supports and is designed to be used in conjunction with the Novato Emergency Operations Plan. It outlines concepts and policies that aid in providing care and shelter services in emergencies and disasters. It is not intended to and does not create additional obligations for agencies and organizations involved in providing care and shelter services. It also does not describe specific details of planning and response which are contained in other documents.

Tasks in the Care and Shelter Annex are to be addressed on an 'as-needed basis' and are not dependent on the formal activation of the Novato Emergency Operations Plan. When the Novato EOC is activated, the responsibilities for the Care and Shelter function are assigned to the Logistics Section and further delegated to the Care and Shelter Unit within that section.

This summary addresses the Marin County Care and Shelter Annex as well as the Regional Mass Care and Shelter Annex developed for Marin County. The regional plan was developed based on the scenario of a M 7.9 or greater earthquake along the San Andreas Fault.

2. Definitions:

**Local Jurisdictions**: Cities and towns which have statutory obligations and limitations for providing mass care and shelter for their constituents in an emergency or disaster.

**Mass Care**: The provision of shelter, food, water, sanitary facilities, basic first aid, clothing and other essential services for large numbers of people who have been displaced from their homes or otherwise impacted by an emergency or disaster.

**Shelters**: Short-term congregate housing which may be established before, during and/or immediately after an emergency or disaster. Shelters remain operational until all persons using the shelter are able to return to their homes or make other arrangements for their housing.

**Shelter Populations**: The Disaster Manual for Public Health Nursing in California (1996) defines four categories of shelter populations:

1. Individuals requiring professional medical care, special medical equipment and/or continuous medical surveillance.
2. Individuals requiring some medical surveillance and/or special assistance.
3. Individuals who are independent in the pre-shelter state, but might require limited special assistance or surveillance.
4. Individuals capable of providing for themselves.

**Special Needs Populations**:

Individuals who present with issues such as:

- Hearing impairment
- Visual impairment
- Mobility impairment
- Cognitive impairment
- Language differences
- Developmental disabilities
- Medical conditions
- Medical devices
- Mental illness
- Substance abuse
- Cultural differences
- Non-medical dietary needs

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These individuals may require specialized assistance such as:

- Adapted facilities
- Medical care
- Medical equipment
- Medication management
- Help with activities of daily living
- Care and supervision
- Specialized transport
- Language translation

3. Assumptions:

- Care and Shelter services may be requested with little notice and some immediacy in an emergency or disaster situation. In events that are highly visible or extensively covered in the media, people may spontaneously evacuate prior to an official recommendation to do so.

- During recommended or spontaneous evacuations, some evacuees may opt for friends and relatives or commercial accommodations rather than a mass care shelter.

- Care and Shelter resources may be needed by tourists, visitors and stranded travelers.

- Care and Shelter resources in Novato could be used by evacuees from other cities and counties.

- Agencies and organizations that traditionally respond to emergency situations may assist in mass care and shelter operations.

- A variety of agencies, organizations and groups may independently open shelters and assume full responsibility for them. Some of these agencies, organizations and groups may subsequently request support and resources through the EOC.

- If a major emergency or disaster generates large-scale mass care and shelter operations day-to-day activities at schools, community centers, churches and other facilities used for these operations may have to be curtailed.

- An emergency or disaster could damage government facilities and/or disrupt communication, transportation and utilities. This could result in the loss of or inaccessibility to, customary operating resources, including critical records.

- The Governor may authorize the use of state military forces to support Care and Shelter operations if or when requested.

- Inquiries regarding the welfare of individuals believed to be within the impacted area could begin immediately after the general public is made aware of the emergency or disaster.

- Emergencies or disasters caused by bioterrorism or Weapons of Mass Destruction (WMD) will generate greater needs for health, mental health and security resources in shelters and other mass care facilities. Additional Care and Shelter services may be needed to support responders and other workers. There may be requests for Care and Shelter services to be delivered in non-traditional settings and creative ways.

The Regional Plan includes the following assumptions for a M 7.9 or greater earthquake for Marin County:

<table>
<thead>
<tr>
<th></th>
<th>E+24 hours</th>
<th>E+72 hours</th>
<th>E+7 days</th>
<th>E+30 days</th>
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<tr>
<td>Households w/out potable water</td>
<td>56,300</td>
<td>48,600</td>
<td>29,300</td>
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<tr>
<td>Households w/out electricity</td>
<td>3,700</td>
<td>2,400</td>
<td>1,100</td>
<td>200</td>
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Marin Demographics:

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<th>Category</th>
<th>Value</th>
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<tr>
<td>Population</td>
<td>258,600</td>
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<tr>
<td>Estimated Daily Visitors</td>
<td>4,200</td>
</tr>
<tr>
<td>Limited or Non-English Speakers</td>
<td>20,700</td>
</tr>
<tr>
<td>Homeless</td>
<td>1,800</td>
</tr>
<tr>
<td>Sensory Disability</td>
<td>100</td>
</tr>
<tr>
<td>Physical/mental/self-care disability</td>
<td>&lt;100 (Age 5-15) 300 (Age 16 to 64) 200 (Age &gt;65)</td>
</tr>
<tr>
<td>Employment Disability</td>
<td>300</td>
</tr>
<tr>
<td>Go-outside Home Disability</td>
<td>200 (Age 16 to 64) 100 (Age &gt;65)</td>
</tr>
<tr>
<td>Inter-county commuters</td>
<td>800</td>
</tr>
<tr>
<td>Households w/out vehicles</td>
<td>100</td>
</tr>
<tr>
<td>Children in School</td>
<td>38,500 (Age 5 to 17)</td>
</tr>
</tbody>
</table>

4. Concept of Operations:

The City of Novato Director of Emergency Services has the authority to act on the behalf of the welfare of people, property and the environment in Novato in an emergency or disaster. In the event of a major emergency or disaster, management of the response effort is coordinated by the Novato Emergency Operations Center.

The Novato EOC, through the Care and Shelter role, will work in cooperation with the Marin Operational Area EOC, the American Red Cross, the Center for Volunteer and Non-Profit Leadership (CVNL) and other organizations active in disaster and other jurisdictions to aid in providing Care and Shelter services to all those impacted by an emergency or disaster.

Mass care shelters might accommodate some individuals with special needs, however some individuals and/or groups might require other accommodation. The Care and Shelter Unit will aid in providing availability of and access to shelter for all impacted individuals and groups. The Care and Shelter Unit will utilize the EOC Special Needs Advocate role for assistance in developing appropriate shelter options for all those who present with special needs.

The primary communications link between Care and Shelter facilities and providers and the Novato EOC will be by phone. If telephone services cannot be used effectively, RACES operators and/or use of the MERA radio system can be used to provide emergency radio services.

Public Information messaging in regards to Care and Shelter operations should be designed to reach the widest possible audience:

- Messaging developed at or below the third grade level.
- Disseminated in languages other than English, such as Spanish and Chinese, as examples.
- Delivered both visually and audibly to accommodate the visually and hearing impaired.
- May require multiple communications channels (e.g.: Emergency Alert System, Twitter, Facebook, Nixle, etc.).

The Regional Plan provides detailed expectations based on four time-based phases that should be reviewed in detail for major long-term events:

- Event (E) to E+72 hours
- E+72 hours to E+14 days
- E+14 days to E+60 days
- E+60 days to E+1 year
5. Response Tasks:

**Initial Actions:** When it appears that an emergency or disaster will impact Novato, agencies and organizations providing human services may begin increased readiness activities such as:
- Briefing management, staff, contractors and vendors.
- Placing selected or all staff on stand-by status.
- Taking safety precautions for staff and clients.
- Pre-positioning personnel, supplies and/or equipment.

**Mass Care:** All jurisdictions have statutory obligations and limitations that address mass care services for their constituents. When the EOC is activated, the Care and Shelter Unit Leader will support and coordinate mass care services throughout the Novato EOC.

**Shelter Operations:** When the EOC is activated, the Care and Shelter Unit Leader may:
- Activate the Novato EOC Care and Shelter Unit Leader.
- Request assistance from the ARC and coordinate with the Marin Operational EOC.
- Facilitate resource management.
- Maintain oversight of all shelter operations.

Oversight may include facilitating appropriate accommodation for special needs populations. The Novato EOC will use ARC guidelines and procedures as the standard for shelter operations. Exceptions to those guidelines and procedures may be made to accommodate special needs and/or establish designated special needs shelters.

The Care and Shelter Unit Leader will facilitate and coordinate the collaboration among all agencies and organizations that have a role in providing Care and Shelter services.

**Welfare Inquiries**
The Care and Shelter Unit will coordinate welfare inquiries. ARC is experienced in and has systems in place for collecting, receiving, and reporting information about the status of impacted individuals in disasters and emergencies. The Care and Shelter Unit will coordinate with ARC to assist in providing welfare inquiry services. The Salvation Army has a reunification program that may be activated.

**Sustained Care and Shelter**
When sustained Care and Shelter operations are necessary, The Care and Shelter Unit will continue to aid in coordinating the response efforts of all agencies and organizations providing Care and Shelter services.

6. Recovery Tasks
The Care and Shelter Unit will continue to aid with Novato EOC coordination for Care and Shelter recovery as new and continuing Care and Shelter issues need to be addressed, such as:
- Returning shelters to their usual and customary uses.
- Facilitating transition from shelters to interim and/or permanent housing.
- Accessing resources for Care and Shelter recovery tasks.
Catastrophic Earthquake Logistics Response Annex Summary

1. Overview:

The Catastrophic Earthquake Logistics Response Annex supports and should be used in conjunction with the Novato Emergency Operations Plan. This annex was designed as part of a Bay Area Regional planning process that, in this case, focuses on the Marin Operational Area, based on a specific earthquake scenario. It outlines concepts and policies that describe the capabilities and concept of operations for logistics response in the Marin County Operational Area.

The term “logistics” as used in this annex refers to the process of planning, implementing, and controlling the efficient, effective flow, storage, and staging of commodities from their point of origin to their point of use. The Regional Plan, and this annex specifically, focuses on the logistics management needed to support food, water, fuel, and commodity distribution.

2. Planning Assumptions:

Impacts specific to the Marin County Operational Area:

The scenario earthquake will likely cause the following impacts in Marin County:

- 56,300 households without potable water
- 3,700 households without electricity

Constraints and Anticipated Needs:

After the scenario earthquake, the Marin County Operational Area assumes the following constraints and anticipated needs:

- Major roadways and access into more remote areas of the County are disrupted.
- Various small zones of the County and population are isolated due to flooding and fire.
- The County is isolated due to bridge closures and damage.
- The stockpiled supplies in the County are inadequate.
- Contract workers are needed to transport supplies and personnel.
- Security personnel are needed to guard facilities and resources in transit.

3. Points of Distribution (PODs) for Relief Supplies:

This annex recognizes the potential need to establish several POD’s across Marin County. This annex lists the following potential sites in the Novato area:

- West Campus Drive parking lot – Easily accessible, close to the freeway, large space.
- Target Parking Lot, Vintage Oaks – Easily accessible, close to the freeway, large space; Target will need to have good security.
- Pacheco Plaza Shopping Center – Easily accessible, close to the freeway, large space.
Note: It should be noted that three of the five pre-identified locations within Marin are located in Novato, which may result in victims from other areas traveling to Novato for assistance.

In addition, when addressing the distribution of commodities, either through the activation and operation of PODs, or by other means, it is critical to make provisions to support those who have access and functional needs. The POD site selection process takes into account access and functional needs. All sites are ADA accessible.

4. Security Concerns:

For all logistics support sites, especially those that store or distribute commodities, security is critical. Because commodities are in high demand after a disaster, tensions are high, and people are afraid. This environment can lead to security issues that are difficult to address without professionally trained law enforcement personnel. For this reason, no POD will activate until security resources are in place. Marin County Operational Area does not have adequate security personnel to protect logistics management sites and escort incoming resources. It should be expected that the Novato Police Department will need to participate and potentially provide support in these security plans.

5. Resource Tracking:

The tracking entity depends on the ordering entity. Fire tracks the fire resources orders. If a resource is ordered by the Operational Area, it is tracked by the Resource Status Branch in the Logistics Section. Supply requests are handled by Logistics.

When a resource has been allocated to the Marin County Operational Area it is tracked by the Logistics Section of the EOC using T-cards and T-card racks from its time of order, through arrival and duration of usage, to demobilization. A single resource may have several different statuses, which may include the following:

- Point of origin awaiting deployment/delivery.
- In transit.
- Received by a Local Staging Area (LSA), warehouse, other staging location, or POD.
- In use.
- Demobilized or released.
- In repair.

When tracking resources, the name of the resource, resource leader/contact, contact information, and actual resource kind/service provided should be included.

It is critical to know the status of all resources, especially those that arrive from outside sources. Having a clear picture of what is in use, what is needed, and what is on the way is crucial in effectively supporting response operations. The Operational Area uses semi-automated (spreadsheet) updates on order status that are available to local Logistics personnel. All PODs and local LSAs can provide notice of delivery upon request. Whether the Operational Area has a plan to inventory resources or a tool for that purpose is unknown.
6. Operational Objectives:

The first 72 hours after an earthquake or scenario event (E) are closely associated with incident analysis, in which the affected areas, infrastructure status, and commodity needs are determined. For the first 72 hours, priority is given to preserve and protect life, as well as to gaining situational awareness of the communities most in need. The operational priorities are:

- Develop situational awareness of the impacts of the earthquake with respect to the disruption of critical lifeline infrastructure, and the scope of the requirements necessary to provide life-sustaining logistics support to affected populations.
- Establish and operate an organization to coordinate ordering, receiving, and distributing disaster response commodities and supplies, including the anticipated influx of outside resources.

The Operational Response Objectives:

- Establish an Incident Command System structure that includes activating the Operational Area EOC and initiating coordinating links with local governments and their EOC’s if activated.
- Establish inter-operable emergency communications among public- and private-sector transportation and logistics entities that support logistics operations for the Marin County Operational Area.
- Determine impacts to transportation infrastructure and the private-sector commodity distribution systems (i.e., food, water, and fuel distributors).
- Identify the locations and sizes of effected populations, including people who have access and functional needs.
- Assess the feasibility of pre-identified LSAs and PODs.
- Coordinate with the region to identify sites for LSAs and PODs that are nearest the locations of the most affected populations.
- Determine priority transportation routes for logistics activities to facilitate the initiation of debris clearance and infrastructure inspection/repair.
- Assess capabilities and available resources to receive commodities and move them into impacted areas.
- Conduct logistics assessments and initial damage assessments and share results in situation reports.
- Coordinate with the Mass Care and Shelter branch to maintain situational awareness of the current and ongoing need for shelters and pickup points.

Additional details for the periods of 72 hours to 14 days and from 14 to 60 days are included within the annex.

Marin Road Clearance Priorities and critical facility locations are illustrated on the following map:
Debris Management Annex Summary

1. Overview:

The Catastrophic Earthquake Debris Removal Annex supports and should be used in conjunction with the Novato Emergency Operations Plan. This annex was designed as part of a Bay Area Regional planning process that, in this case, focuses on the Marin Operational Area, based on a specific earthquake scenario. It outlines concepts and policies that describe the capabilities and concept of operations for debris clearance, removal, reduction, recycling and disposal in the Marin County Operational Area.

A catastrophic earthquake and other natural events will create tonnage of various debris types, requiring quick removal for incoming response resources and outgoing evacuating populations. Debris will be created by structure collapses, trapped and demolished vehicles, downed trees and landslides. Roads will be blocked, railways will be broken, bridges will collapse and transportation systems will be damaged.

A Time Based Objectives task matrix is included in this annex, which identifies recommended overarching chronological operational goals for quick response evaluation over the first 60 days of an event. Marin OA cities and towns will coordinate information and decide how to share resources via the Emergency Coordination Conference Call.

2. Purpose:

This Debris Removal Plan establishes staging, command, control, and deployment of State and Federal resources in Marin County. This plan projects the impacts of debris in a catastrophic earthquake, describes the resources required for debris removal operations, identifies recommended priorities and time based objectives using a response timeline for debris removal operations.

Debris management operations can continue for years past the event. Catastrophic debris management can be the most costly element of response and recovery.

A Time Based Objective Matrix is provided to assist in facilitating quick chronological decisions in a Mass Fatality event. This Debris Management Plan outlines operational priority decisions and resource coordinating recommendations for the following Debris Management subjects:

- Debris Clearance.
- Safety Assessments of Buildings and Infrastructure.
- Identification of and Request for Needed Additional Resources.
- Identification of and Securing Permits and Waivers.
- Preparation, Operation, and Closeout of Debris Management Sites.
- Debris Removal.
- Demolition of Unsafe Buildings and Infrastructure.

Public information is a key element in any catastrophic event. Marin OA EOC will immediately activate a Joint Information Center (JIC) for various agency and jurisdiction Public Information Officers (PIO) to coordinate verified public messaging.

3. Definitions, Terms and Acronyms:

**Construction and Demolition (C&D) debris.** C&D debris includes, but is not limited to bricks; concrete and other masonry materials; soil; rock; wood (including painted, treated and coated wood and wood products); wall coverings; plaster; drywall; plumbing fixtures; non-asbestos insulation; roofing shingles, and other roof coverings; asphaltic pavement; glass; plastics that are not sealed in a manner that conceals other wastes; empty
buckets 10 gallons or less with no more than 1 inch of residue on the bottom; electrical wiring and components containing no hazardous liquids; and pipe and metals that are incidental to any of the above.

**Critical facilities.** Facilities that are critical to the health and welfare of the population and that are especially important during and after a hazard event.

**Debris clearance.** Consists of pushing debris from one lane of each Lifeline route and critical facility to the roadway shoulder through cutting, tossing, and/or clearing the debris.

**Debris Management Site (DMS) --** A site used to temporarily store, sort, and/or reduce non-hazardous waste, such as vegetative and unsorted C&D debris.

**Debris removal.** Consists of removing debris that has been previously pushed from transportation lanes and ingress/egress of critical facilities. This term also refers to removal of debris from other public areas, curbsides, drop-off locations, and private property.

**Household hazardous waste.** Household hazardous waste consists of products and materials that are used and disposed of by residential consumers rather than by commercial or industrial consumers. This waste includes pesticides and insecticides, motor oil and antifreeze, brake and transmission fluids, solvents, enamel, lead-based and latex paints, drain and oven cleaners, photo chemicals, spot removers, wood preservatives, automobile tires and batteries, small aerosol cans, consumer batteries, outdoor gas grill propane tanks, and fluorescent bulbs.

**Right of Way** - Sidewalk or roadside near residential homes.

**Unsafe structure.** A structure found to be dangerous to the health or safety of the public because it is damaged or structurally unsafe as a direct result of the declared disaster that partial or complete collapse is imminent.

**Vegetative debris.** Whole trees, tree stumps, tree branches, tree trunks, and other leafy material.

**4. Situation and Assumptions:**

Marin County consists of 80% Parks and Open Space with a significant amount of vegetative growth. Businesses with numerous floors and office equipment are housed in Marin County, as well as Internet Technology, film industry and historic buildings. One primary waste management site is available to the county. Numerous bridges, rural roads and one primary Interstate Highway limits ingress and egress to the county.

**Local Regulations**

- Additional local authorities, regulations, and requirements that apply specifically to debris removal operations.
- Authorities related to inspection/"red tagging" and regulations pertaining to condemnation and demolition.
- Authorities for regulating the height/width of debris piles, fire protection necessary for road access, and water storage for debris management sites.
- Authorities to set standards related to origin of waste, rate of inflow for storage, transfer or disposal, type and moisture content of solid waste, hours of facility operation, and storage time before transfer or disposal of waste at existing solid waste facilities within the county.
- Authorities for regulation of land use through temporary land use permits and land use variances
- Authorities for regulation of historic structure demolition.
- Authorities to remove vehicles and manage the routing of traffic at the scene of a disaster.

Version Date: 04/06/2015
5. Debris Management Assumptions:

Some key planning assumptions are listed below.

General Planning:
- Local response personnel, equipment and critical structures are affected. Additional shifts, facility sharing and equipment deployment triage begin immediately.
- Massive Federal assistance in the form of response teams, equipment, materials, and volunteers creates coordination and logistical support challenges.
- All Mutual Aid resources cannot begin to arrive for up to 72 hours due to transportation routes damage.

Debris Management
- Debris generated consists of construction and demolition (C&D) debris, hazardous debris, sediment and rock, vegetative debris and vehicles.
- The use of contracted Debris Management experts can be considered to ensure immediate financial assistance is requested from the FEMA Public Assistance Program, as well as establish proper short and long term Demolition and Debris Management contracts for the highest reimbursement rate possible from FEMA Public Assistance Program funding.
- Aftershocks will cause additional damage, requiring some areas to be cleared repeatedly.
- Local private sector contract debris removal assistance will be immediately necessary. Marin County will work with other Bay Area OAs to regionally coordinate the use of private sector resources via the Regional Emergency Coordination Plan (RECP).
- Out of region debris removal resources will be necessary. State and Federal resource requests will be routed through the Regional Emergency Operations Center (REOC).
- Existing landfill and C&D recycling facility will not have the capacity for generated debris.
- Marin County will regionally coordinate the use of landfills and recycling center resources via the RECP and REOC and/or move debris out of the region via State and Federal authorities.
- The State will coordinate regional debris management and storage capacity per the RECP Recovery Debris Management Subsidiary Plan.
- Hauling pre-sorted and unsorted C&D debris directly from source site to a landfill or recycling facility may be necessary.
- The California Integrated Waste Management Board (CIWMB) and other State authorities may temporarily suspend or reduce State regulations and requirements that affect debris removal operations.

Debris Quantities
- The earthquake generates massive amounts of debris.
- An estimated 4,500 structures will be completely damaged and 1,400 structures in Marin County will suffer extensive damage. Some of these structures may be repaired or require demolition.
- An estimated 400 thousand tons (tonnage) or 900 thousand cubic yards of Wood/Brick/Other Debris and 900 thousand tons (tonnage) or 900 thousand cubic yards of Concrete/Steel Debris is generated.
- The earthquake triggers landslides throughout the Bay Area, but the volume of landslide debris (consisting of rock, earth, and vegetation) is significantly less than the debris generated by damage to buildings and infrastructure. Landslides that affect highways require immediate clearance. Many potential slide sites are in remote areas.
6. Concept of Operations:

During an event which causes massive amounts of debris, the Novato EOC should coordinate its Public Works resources to immediately begin clearing pre-designated Priority Road Clearance Routes within Novato, for clear ingress and egress to critical facilities and evacuation points (see map on page 108). Once Operational Area (OA) communications are functional, the Novato Public Works Department, via the Novato EOC will coordinate road clearance priorities with the OA. Field damage assessments are gathered and reported to the Novato EOC and then passed along to the OA EOC.

Novato Department of Public Works (DPW) will staff the EOC Public Works Branch, take the lead for Novato Debris Management operations and coordinate with EOC Law, Fire and Care & Shelter Branches to establish continuing priority road clearance routes. DPW can coordinate with Marin Public Works and CalTrans to assist in clearing local transportation routes. Debris removal operations will begin by pushing debris off into road shoulders and parking lots or transporting to temporary debris collection points designated by Public Works personnel.

Debris amount assessments are conducted visually and used to set debris removal and demolition priorities. All Debris Removal and Management phases begin by using initial debris amount assessments. A Debris Management specialist can be brought into the EOC to act as consult to EOC staff for effective debris management and demolition operational, planning and financial procedures. Contact should be made with FEMA Region IX Public Assistance staff and the State Coastal REOC, for additional regional guidance regarding debris management operations, via the Marin OA EOC. The use of contracted Debris Management experts can be considered to ensure immediate financial assistance is requested from the FEMA Public Assistance (PA) Program, as well as establish proper short and long term Demolition and Debris Management contracts for the highest reimbursement rate possible from FEMA Public Assistance (PA) Program funding.

The EOC Damage Assessment Unit will coordinate with the Public Works Branch to begin inspecting buildings and determine safe entrance and occupancy. Assistance from California's Safety Assessment Program (SAP) can be requested to assist local governments in performing accurate facility safety assessments. Structures that pose an immediate public health and safety threat are identified and cordoned off. The EOC Legal Officer will be contacted to review and establish proper immediate demolition and private property procedures, when necessary. DPW will facilitate immediate demolition operation procedures. Ongoing demolition operations will be coordinated by DPW.

Marin OA may assign representatives to the SF Bay Area Regional Debris Management Task Force to manage long term operations. Debris Management Sites (DMS) will be coordinated regionally by the Task Force. The California Integrated Waste Management Board (CIWMB) provides information regarding waivers granted to solid waste disposal facilities.

Once debris has been cleared from priority transportation and evacuation routes, debris will be transported from temporary collection sites to identified landfills, recycling facilities or DMS’s. DMS staff will coordinate and manage sorting debris into identified debris streams for appropriate end disposal. Marin County DPW could place a high priority on recycling debris due to reimbursement rates of recycled C&D and vegetative debris.

7. Local Roles and Responsibilities:

**COMMAND STAFF**

EOC Director
- Exercise authority to direct altered waste management standards and seek waivers of selected related regulatory codes, as needed, to allow for effective and timely debris management.
- Declare local emergency as needed.
- Coordinate with OA EOC Management to facilitate OA emergency declaration.
EOC Coordinator
- Activates and participates in conference calls with the Marin OA.
- Coordinate Novato objectives with Marin OA operations.

Legal Officer
- Advise EOC Director and Staff in legal matters regarding mass fatalities.
- Approves immediate emanate danger structure demolition requests.
- Coordinate with the Office of Historic Preservation to ensure compliance with the National Historic Preservation Act prior to demolition.
- Advises on immediate demolition procedures.
- Advises on private property debris management and demolition decisions.

Liaison Officer
- Liaison with private sector debris management resources to facilitate resource requests.
- Be prepared to conduct business organization outreach to meet debris management objectives.

PIO/JIC
- Staff and coordinate PIO efforts with OA Joint Information Center (JIC).
- Distribute debris and waste management messaging to address ongoing public concerns.
- Be prepared to provide debris and waste management public information to meet debris management objectives.
- Be prepared to utilize government affiliated volunteer organizations, FBOs, NGOs, CBOs and private sector organizations to conduct alternative public outreach strategies.

OPERATIONS SECTION

Public Works Branch
- Leads overall Novato debris operations, including debris clearance, removal, segregation and disposal.
- Provides equipment and personnel to carry out debris management operations.
- Hires and oversees additional support, including temporary workers and contracted workers, as necessary.
- Be prepared to support and coordinate with Marin OA and Cal Trans operations.
- Waives local regulations related to debris removal and management as necessary.
- Coordinates with Building Inspection and Legal Officer regarding immediate demolition operations.
- Coordinates with Legal Officer regarding demolition and debris management operations on private property, as necessary.
- Coordinates with Finance/Admin Section to ensure all Debris Management operations follow required FEMA Public Assistance guidelines for maximum reimbursement rates.
- Coordinate road clearance and debris staging sites for the county’s unincorporated areas.
- Coordinates ongoing OA road clearance operations.
- Communicates information from the California Integrated Waste Management Board (CIWMB) regarding waivers granted and status of solid waste disposal facilities.
- Communicates waivers of local environmental restrictions.
- Oversees any household hazardous waste (HHW) collection programs.
- Ensures the resumption of garbage, recycling, and composting collection services.

Law Enforcement Branch
- Provide security to damaged property and business facilities as necessary.
- Provide security to transportation routes and DMS as necessary.
- Open and close local roads during response.
- Move or require the removal of vehicles on highways blocking emergency services.
- Enforce transportation and parking regulations as appropriate.
- Be prepared to provide building safety and debris assessment field intel as necessary.
- Identify, secure and report fatality locations to OA EOC.
- Provide security and perimeter control where remains are collected, stored or processed.
- Be prepared to perform fatality search, rescue and recovery activities.
- Be prepared to conduct fatality investigation procedures.
- Assist in fatality transportation security and coordination.

Fire Branch

- Provide field building safety and debris management situational awareness.
- Coordinate/Provide debris Haz-Mat response as needed.
- Be prepared to provide clean-up and decon support as necessary.
- Assess potential impact to public health, report to the Marin OA EOC Public Health Branch.
- Provide PIO staff and debris related public health information to the JIC.
- Assess potential impact to environmental health.
- Provide debris related environmental health information to the JIC.
- Identify, secure and report fatality locations to OA EOC.
- Be prepared to perform fatality search, rescue and recovery activities.
- Assist in fatality transportation coordination.

PLANNING SECTION

Community Development Agency (In coordination with Public Works)

- Issue land use permits, zoning changes and variances to ordinances to establish temporary debris collection points and debris management sites.
- Oversee project review for historic buildings and districts.
- Waive local government standards related to demolition and debris management.
- Inspect, assess and determine damaged structures’ capacity for safe continued use and occupancy.
- Mark and cordon off structures which pose an immediate public health and safety threat.
- Issue demolition permits.
- Request assistance from California’s Safety Assessment Program (SAP) to assist in facility safety assessments.
- Coordinates Demolition operations with DPW and Legal Officer.

LOGISTICS SECTION

- Activate local Emergency Volunteer Center (EVC) operations as requested.

FINANCE/ADMINISTRATION SECTION

- Coordinate all Novato claims for FEMA Public Assistance funds.
- Gain a working understanding of FEMA Debris Management Public Assistance Program contracts and reimbursement policies.
- Facilitate follow up claim submissions with the Marin OA and Regional Debris Task Force until complete.
- Using DPW as a point of contact, be prepared to provide FEMA Public Assistance.
8. Time Based Objectives Matrix:

The Time Based Objectives section is a guiding set of chronological decisions with related tasks, which can be used as operational objectives in this plan. Operational Phases are overlapped, due to the structure of the matrix. A “decision trigger” to begin operations is identified. The Lead, Coordinating and Supporting Entity columns identify the related Agency or EOC role detailed in the definitions below. The actual incident will drive many elements of this matrix and could change the order of operations and/or role assignment described in this section.

**E** - Event (ex: E+72 hours – Event plus 72 hours or 3 days into the event)

**Lead Entity** - Agency or EOC role which fills the primary decision making role. Staffs the lead Branch or Unit in the ICS structure to make lead decisions for EOC Incident Action Plan (IAP); gathers critical field information and directs operations to achieve EOC IAP objectives.

**Coordinating Entity** – Agency or EOC role which staffs the coordinating Branches or Units in the ICS structure gathers critical field information and coordinates agency assets to achieve incident objectives.

**Supporting Entity** – Agency or EOC role which supports Branches or Units in the ICS structure by providing essential services and/or logistics necessary to achieve the incident objectives.

The following chart includes information focused on the first 72 hours following a significant earthquake. Information on time periods following 72 hours are in the annex.

<table>
<thead>
<tr>
<th>Timeframe</th>
<th>Operations</th>
<th>Lead Entity</th>
<th>Coordinating Entity</th>
<th>Supporting Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>E to E+ 72 hrs</strong></td>
<td>Field response begins. Clear pre-designated Priority Clearance Routes in Novato for ingress and egress to critical facilities and primary transportation routes.</td>
<td>Novato DPW</td>
<td>Private Contractors</td>
<td></td>
</tr>
<tr>
<td><strong>E to E+ 72 hrs</strong></td>
<td>Push debris off to road shoulders or parking lots. Transport to temporary debris collection points as soon as possible.</td>
<td>Novato DPW</td>
<td>Private Contractors</td>
<td></td>
</tr>
<tr>
<td><strong>E to E+ 72 hrs</strong></td>
<td>Activate Novato EOC. Establish communication with OA EOC.</td>
<td>Novato City and Fire District EOC Directors.</td>
<td>Novato EOC</td>
<td>EOC Staff</td>
</tr>
<tr>
<td><strong>E to E+ 72 hrs</strong></td>
<td>Conduct and report visual debris assessments to EOC.</td>
<td>EOC DPW Branch</td>
<td>EOC Staff</td>
<td>Public Works, Law and Fire Field Personnel, Plans – Damage Assessment Unit.</td>
</tr>
</tbody>
</table>

**DECISION TRIGGER:** Catastrophic or significant event creating tonnage of debris, blocking ingress and egress to critical facilities and primary transportation routes.

**OBJECTIVE:** Assess situation. Begin clearing pre-designated priority routes.

**TASK:** Gather Field Intelligence. Novato Public Works staff begins clearing pre-designated priority routes Establish local communications with field units and the EOC.
9. Debris Management and Demolition Phases

Debris removal can be a complex issue. The annex itself should be reviewed in relation to these issues:

- Debris Clearance.
- Safety Assessments of Buildings and Infrastructure.
- Identification of and Request for Needed Additional Resources.
- Identification of and Securing Permits and Waivers.
- Preparation, Operations, and Closeout of Debris Management Sites (DMS).
- Debris Removal.
- Demolition of Unsafe Buildings and Infrastructure.

10. Debris Types

<table>
<thead>
<tr>
<th>DEBRIS TYPE</th>
<th>DESCRIPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and demolition</td>
<td>Typically, wood, bricks, rubble, dry wall, roofing materials, tiles, insulation, and concrete. The material is generally inert (i.e., unlikely to cause pollution or environmental damage).</td>
</tr>
<tr>
<td>Sediment</td>
<td>Soil, mud, sand, and rock deposited on improved public property and rights-of-way by the disaster.</td>
</tr>
<tr>
<td>Vegetative</td>
<td>Whole trees, tree stumps, tree branches, tree trunks, and other leafy material.</td>
</tr>
<tr>
<td>Hanging limbs and hazardous</td>
<td>Limbs and stumps greater than 24 inches in diameter located on improved public property or rights-of-way; must be picked up if the debris poses an immediate threat to public health and safety.</td>
</tr>
<tr>
<td>tree stumps</td>
<td></td>
</tr>
<tr>
<td>Hazardous waste</td>
<td>Waste that is regulated under the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. §§ 6901 et seq. [2008]) and contains properties that make it potentially harmful to human health or the environment. In regulatory terms, this type of waste is waste that appears on one of the following four hazardous waste lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity, and toxicity. Examples of hazardous</td>
</tr>
</tbody>
</table>
### Household Hazardous Waste
- Products and materials that are used and disposed of by residential consumers rather than by commercial or industrial consumers. Household hazardous waste includes pesticides and insecticides, motor oil and antifreeze, brake and transmission fluids, solvents, enamel, lead-based and latex paints, drain and oven cleaners, photochemicals, spot removers, wood preservatives, automobile tires and batteries, small aerosol cans, consumer batteries, outdoor gas grill propane tanks, and fluorescent bulbs.

### Electronic Waste (E-Waste)
- Electronics that contain hazardous materials such as cathode ray tubes, including computer monitors and televisions.

### White Goods
- Household appliances, including ovens, stoves, washers, and dryers, and refrigerant-containing appliances, including refrigerators, freezers, and window air-conditioner units.

### Brown Goods
- Furniture such as couches, mattresses, tables, and chairs.

### Utility
- Power transformers, utility poles, cable, and other utility-company material.

### Vehicles and Vessels
- Vehicles and vessels that are damaged, destroyed, relocated, or lost as a result of the disaster.

### Putrescent
- Any debris that will decompose or rot, such as animal carcasses and other organic matter.

### Regulated Medical Waste
- Cultures and stocks of infectious agents, human pathological wastes, human blood and blood products, sharps (e.g., needles, blades), and animal wastes; does not include medical waste created at home.

### Private Property
- Debris, generally construction and demolition debris, located on private property.

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**ACM** = asbestos-containing material  
**RACM** = regulated asbestos-containing material  
**U.S.C.** = U.S. Code
Donations Management Annex Summary

1. Overview:

The Catastrophic Earthquake Donations Management Annex supports and should be used in conjunction with the Novato Emergency Operations Plan. This annex was designed as part of a Bay Area Regional planning process that, in this case, focuses on the Marin Operational Area, based on a specific earthquake scenario. It outlines concepts and policies that describe the capabilities and concept of operations for event analysis and evaluation; private and non-profit partner activation, coordination and support; emergency donations management center (EDMC) activation, coordination, and support; long term recovery; and demobilization in the Marin County Operational Area.

2. Purpose:

In a Mass Catastrophic event, thousands of people will be affected. Response organizations will be overwhelmed. The general public will not be able to return to normal lifestyles until recovery has begun. A strong desire to help those disaster affected populations in the form of monetary and in-kind donations will occur. Donating populations will look to government leaders to direct them. Government response will need to coordinate with private and non-profit organizations which will be the best suited manage a significant influx of un-requested donations.

In a catastrophic event, Marin County activates and works with the Center for Volunteer and Nonprofit Leadership (CVNL) to manage donations and a Donations Management Coordinator position is staffed at the Marin OA EOC. The Marin Interagency Disaster Coalition (MIDC) is an organization focused on coordinating private sector, non-profit, community-based and government sector organizations serving human and animal needs following a disaster. Many Marin County cities, towns and special districts have designated Emergency Volunteer Center systems and facilities which can assist in donations management. Novato in particular has an agreement with CVNL to operate an Emergency Evacuation Center (EVC) as well. All Marin OA donations management efforts will coordinate to assist Marin County populations to match monetary and in-kind donations to disaster affected populations in a disaster.

The Marin OA will use this plan to coordinate supporting private and non-profit agencies and make local Donations Management incident appropriate decisions. A Time Based Objective Matrix is provided to assist in facilitating quick chronological decisions in a Donations Management event. This Donations Management Plan discusses operational priority decisions and resource coordinating recommendations for the following Donations Management subjects:

- Private and non-profit donation organizations.
- Donations as resources in response.
- In-Kind Donations.
- Monetary Donations.
- Public Information.
- Emergency Volunteer and Donations Management Centers.

3. Terms, Acronyms, and Definitions:

211. Service that provides free and confidential information and referral (including disaster-related information) by telephone to the public.

Bulk Goods. Donated goods, generally new, available, or provided in palletized or other bulk format.
Donated Services. Donations category that includes donated professional services, use of facilities and real estate, and loaned equipment or vehicles.

Donations. All donations, both monetary and in-kind, designated for disaster response, relief, and recovery; also referred to as donated goods and services.

Donations Coordination Team. Multi-agency team that serves a specific and defined purpose in support of a DMU.

Donations Management Unit. Functional unit in an Emergency Operations Center that coordinates donations-related activities, such as communication, information management, resource management, and public information.

Goodwilled Intent. Benevolent aim or purpose, as in "They donated the used toys with goodwilled intent."

Grantmakers. Organizations that make grants to voluntary organizations and/or to people affected by disaster; organization types include community foundations, family foundations, United Way, and corporate foundations.

In-kind Donations. All non-monetary donations designated for disaster response, relief, and recovery.

Material Waste. Packaging and other trash generated from bulk donations, as well as used goods that are not clean or safe enough for distribution.

Monetary Donations. Financial contributions designated for disaster response, relief, and recovery which can come in the form of cash, checks, credit card payments, gift cards.

Monetary Donations Coordination Team. A form of a Donations Coordination Team (defined above) specific to monetary donations.

Non-bulk Goods. Donated goods, generally used, not available or provided in palletized or other bulk format.

Non-governmental Organization. Any organization that is external to government.

Nonprofit Thrift Shop. A thrift shop that is run for the benefit of a nonprofit organization.

Private Sector. A subset of non-governmental organizations; includes businesses, corporations, and utilities.

Service Providers. A subset of voluntary sector organizations that may include CBOs, FBOs, and other 501(c)(3) organizations that provide disaster services to clients in the affected area; individual local agencies may provide care and shelter, feeding, and assistance to first responders.

Thrift Shop. A shop that sells secondhand articles and is often run for charitable purposes.

Unused Goods. Donated items that are new or of high quality but that are not distributed to people or organizations.

Voluntary Organization. Nonprofit organization; sub-types include community-based organizations, faith-based organizations, grant makers, and others.

Voluntary Sector. A subset of non-governmental organizations consisting of all voluntary organizations; sometimes referred to as the nonprofit sector.

4. Situation and Assumptions:

Situation
Marin County populations have a history of strong internal community support. Numerous non-government and community foundations and organizations have been established to manage donations and assist the community during normal daily activities. These community organizations would be viewed as partners to manage a significant influx of in kind and/or monetary donations. In a disaster, the meaningful use of donated goods can be used as resources to support Marin County during response and recovery efforts.
Assumptions

General Donations Management

- Donations will be gathered, offered and/or sent to the affected area with and without notice or coordination with the response.
- Media coverage creates an outpouring of monetary and in-kind donations and often reports incorrect public messaging eliciting unneeded donations.
- Donated goods require immediate attention to allow response activities to occur without disruption.
- Some donors want to designate their donations for a specific organization or end use.
- Many donors will expect proof their donations reach an intended end use.
- Some donors will expect information about what types of donations are needed and request donated goods transportation assistance.
- NGO donations receiving centers may be overwhelmed, requiring local government support to continue donations management operations.
- Insufficient personnel resources exist for used donations.
- Used donations require sorting, cleaning, disposal, storage and/or transportation.
- The number of warehouses and centers conducting donation and volunteer operations are not adequate.
- Local government response relies on experienced NGOs to manage, receive, process and distribute donations to disaster-affected populations.
- Many local VOAD organizations need to be educated regarding their national VOAD affiliate's role in a catastrophic event.

Monetary Donations

- Monetary donations are often preferred over in-kind donations by donations management organizations.
- Individuals make monetary donations via call centers, online systems, text messaging, and in person.
- Monetary donations may be paid for online or through text messages or other smart-phone-enabled systems.
- Within 72 hours major NGOs could launch national media campaigns to solicit monetary donations, sometimes without coordinating with the incident response.
- Some attempts to solicit fraudulent donations are made.
- Monetary donations are needed in the incident long term recovery phase when other resources are exhausted.
- Administrative costs to manage donations are significant in a catastrophic event.

In-Kind Donations

- Businesses and other organizations make contributions of useful new goods, including water, canned food and other bulk goods.
- Individual people make donations of used and new goods including clothing, blankets, sleeping bags, household items, toys and other items.
- Many spontaneous in kind donations arrive unsorted, with minimal packaging or markings and are unusable.
- Material donations overwhelm donation centers due to media focus on those locations.
• Businesses donate unwanted inventory in large quantities as a way to reduce inventory stockpiles.
• Donations appear at undesignated reception sites, causing disruption to other relief activities.
• Warehousing, inventorying, tracking, and dispersing of donations may be needed.
• FEMA, National Voluntary Organizations Active in Disaster (NVOAD) and State efforts support local programs.

5. Concept of Operations:

During a catastrophic event, numerous organizations and a large number of the general public donate goods and monetary resources to the response. Many in-kind donations are un-needed and dropped off at the incident. Local businesses and the public will seek guidance from local government for monetary and in-kind donation direction. Many Non-Government Organizations (NGO) and community grant making foundations will begin managing the influx of in-kind and monetary donations.

Marin County activates the OA EOC operations and activates the MOU for donations management with the Center for Volunteer and Nonprofit Leadership (CVNL). CVNL activates the "Give Marin" website to distribute public information and receive donation information. A Donations Management Unit (DMU) is activated in the Logistics Section of the Marin OA EOC. A Donations Management Unit Leader is assigned and begins coordinating with CVNL to work with cities, towns and outside NGOs. An In-Kind Donations Management Coordinator and/or a Monetary Donations Management Coordinator position may be activated. For the Novato EOC, the Care and Shelter Unit should be the contact with the Marin OA EOC Donations Management Unit.

The Marin OA EOC DMU and CVNL work with the Marin Interagency Disaster Coalition (MIDC) EOC Liaison to coordinate management of in kind donations with key donations management community and non-profit organizations, such as the Good Will and United Way. The Business Liaison works with private businesses to coordinate Marin OA in kind donations and monetary donations. The Logistics Section supports in kind donations management resource requests, including volunteers, transportation, facility and waste disposal. The EOC DMU works with the Marin Community Foundation (MCF) to assist in managing and coordinating OA monetary donations management.

The Bay Area Regional Emergency Coordination Plan (RECP) is activated. Bay Area Regional and State donations are offered and managed at the Bay Area Region and State level. The Marin OA EOC Coordinator sits on the Regional Coordination Group (RCG) to coordinate Marin OA donation management efforts with the Bay Area and State. The Federal Emergency Management Agency (FEMA) Region IX Coordinator works with the Marin OA through the RCG.

The EOC Finance and Administration Section work with the DMU to ensure Marin OA public and private partnership organizations are informed of AB903 reimbursement requirements. Current FEMA Region IX documentation requirements can be acquired through the FEMA Region IX Regional Coordinator.

Consistent public information is managed through the OA Joint Information Center (JIC). The OA JIC will coordinate with Regional, State and city JICs to access, coordinate and disseminate a common donations management message to the public.

The Advanced Planning Unit determines OA long term needs for donations. The Marin County EOC Liaisons and/or Logistics Sections may conduct outreach to OA businesses and non-profits to assist in donations management as needed during incident recovery phases.

CVNL and MIDC advise the EOC DMU of continuing incoming donations. As the community is returned to whole, donations are no longer needed and the Marin OA demobilizes donations management operations.

Version Date: 04/06/2015
6. Roles and Responsibilities:

Novato EOC Staff
- Open EOC and coordinate operations with OA EOC.
- Gather and report field information regarding donation situations and locations.
- Coordinate donations management services with OA EOC.
- Liaison with private sector businesses to assist in Donations Management.

Novato EOC Command Staff
- Declare local emergency as needed.
- Coordinate with Marin OA EOC Management to facilitate OA emergency declaration.

Legal Officer
- Advise EOC Director and Staff in legal matters regarding donations management liability and other donation management matters.

PIO/JIC
- Distribute donations management messaging to address ongoing public concerns in coordination with the Marin OA EOC PIO/JIC.

OPERATIONS SECTION

Public Works Branch
- Be prepared to support EOC donations management goals with waste disposal resources.
- Be prepared to advise DMU on waste disposal regulations.

LOGISTICS SECTION
- Be prepared to support EOC donations management objectives, including transportation, facility and personnel requests.

Care and Shelter Branch
- Coordinate donations management requests and deployment with shelter populations needs, including pet and medical condition co-shelters.
- Coordinate donations management requests and deployment with ARC and Local Assistance Center (LAC) needs in conjunction with the Marin OA EOC.
- Liaison with private sector businesses to assist in donations management.
- Be prepared to conduct private sector outreach for donation needs and services and include in OA volunteer resource tasking requests.

7. Operational Response Timeline:

This section consists of an Operational Response Timeline listing all tasks necessary to achieve the operational priorities and objectives of this annex. This summary includes details on the first 72 hours following a significant event. For further details and for review of longer timelines, review the annex.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Time Frame</th>
<th>Task</th>
<th>Lead/Coordinating County EOC Section</th>
<th>Supporting County EOC Sections/Branches</th>
<th>Details and Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activate the DMU within the EOC</td>
<td>E to E +72 h</td>
<td>1. Activate the Donations Management Plan and needed</td>
<td>1. EOC Director</td>
<td></td>
<td>EOC activation for</td>
</tr>
</tbody>
</table>

Version Date: 04/06/2015
<table>
<thead>
<tr>
<th>Establish communication with the REOC and particularly with the voluntary sector and Private-Sector Liaisons there.</th>
<th>E to E +72 h</th>
<th>1. Through the voluntary sector liaison, IKDCT, or MDCT, encourage NGOs to activate their existing plans for staffing, public outreach, accounting and tracking systems, and security.</th>
<th>2. Obtain continual situational awareness from EOC Operations, Planning and Logistics Sections, county and city departments, disaster relief organizations, and the REOC.</th>
<th>3. Aggregate information from other parts of the EOC, from the REOC, and from the Donations Coordination Team.</th>
<th>4. Establish communications with agencies and organizations responsible for mass care and shelter, transportation and evacuation, volunteer management, animal care, and others so that needs can be anticipated.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Logistics</td>
<td>3. DMU Leader</td>
<td>4. Logistics Section Coordinator</td>
<td>5. Logistics Section Coordinator</td>
<td>6. Logistics Section Coordinator</td>
</tr>
<tr>
<td></td>
<td>2. DMU, MDCT, IKDCT, Private-Sector Liaison</td>
<td>3. Comms Unit</td>
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<td></td>
<td>catastrophic earthquake.</td>
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<tr>
<td>Timeframe</td>
<td>Task Description</td>
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<tr>
<td>Begin integrating data from the</td>
<td>1. Obtain initial damage assessment and other situational reports to begin identifying the scope and locations of needed goods and assistance.</td>
<td></td>
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<tr>
<td>cities, from NGOs, from the</td>
<td>2. Request the REOC to assess the need for the regional coordination of donated goods.</td>
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<tr>
<td>REOC, and from other sources on</td>
<td>3. Monitor donations-related activities (e.g., large corporate in-kind donations of food or supplies) originating outside the affected areas and begin preparing for their arrival.</td>
<td></td>
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<tr>
<td>activities pertaining to donations</td>
<td>4. Coordinate with NGOs and private-sector liaisons to monitor which donation types are being offered, accepted, brought into the area, etc.</td>
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<tr>
<td>management</td>
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<td>E to E +72 h</td>
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<tr>
<td>Coordinate with the PIO, the</td>
<td>1. Review pre-scripted message for public information and modify as needed.</td>
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<tr>
<td>JIC, and 211 to ensure creation</td>
<td>2. Prepare and distribute public information messages encouraging cash donations instead of in-kind donations and explaining how monetary donations can be made.</td>
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<tr>
<td>and dissemination of public</td>
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<td>information about donations,</td>
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<td>particularly the preference for</td>
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<td>monetary donations over</td>
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<td>E to E +72 h</td>
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<tr>
<td>In-kind donations</td>
<td>3. Establish and publicize a local call center, e.g., 211, and a designated website as the primary sources of donations information for the public.</td>
<td>3. DMU</td>
<td>3. PIO, IKDCT</td>
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<tr>
<td></td>
<td>4. Access California Volunteers website to share information about directing disaster monetary donations.</td>
<td>4. DMU</td>
<td>4. PIO, Communications Unit</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>5. Release scripted public messages to convey what in-kind donations are most needed, when and where they are accepted, and how they should be packaged.</td>
<td>5. PIO</td>
<td>5. DMU, IKDCT, MDCT, Private-Sector Liaison</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>6. Release scripted public messages to convey which organizations (or, more rarely which government agencies) are accepting monetary donations.</td>
<td>6. PIO</td>
<td>6. DMU, IKDCT, MDCT</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Activate technologies (such as NDMN, toll-free numbers, text messages, web-based, social media, and/or other systems) for accepting, processing, and tracking monetary and in-kind donations</strong></td>
<td><strong>E to E +72 h</strong></td>
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</tr>
<tr>
<td></td>
<td>1. Activate any internal or web-based databases (e.g., NDMN) for tracking influxes and outflows of donations.</td>
<td>1. DMU</td>
<td>1. Comms Unit, MDCT, IKDCT</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Make sure all impacted jurisdictions in the Operational Area have access to NDMN.</td>
<td>2. DMU</td>
<td>2. Comms Unit</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>3. Post lists of needed items and assistance types on web sites, through social media, and other public information portals.</td>
<td>3. DMU</td>
<td>3. MDCT, IKDCT, Private-Sector Liaison</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Determine the type of in-kind donations that are most needed</td>
<td>4. DMU</td>
<td>4. IKDCT, Operations Section Mass Care and Shelter Branch</td>
<td></td>
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</tr>
</tbody>
</table>

*Version Date: 04/06/2015*
<table>
<thead>
<tr>
<th>Responding government agencies, NGOs and private sector activate their existing plans for donations management including staffing, public outreach, accounting and tracking systems, and security; encourage NGOs and private sectors to similarly activate additional staff</th>
<th>E to E +72 h</th>
<th>1. Activate any agreements with NGOs, particularly those identified as Lead and Food Partner Agencies in the IKDCT and private sector to operate facilities or provide services in support of donations management.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Notify disaster relief agencies and providers of reception and/or distribution sites that they are needed.</td>
<td>2. DMU</td>
<td>2. Comms Unit, Operations Section Care and Shelter Branch</td>
</tr>
<tr>
<td>3. Obtain estimates for when they or their facilities can be operational.</td>
<td>3. DMU</td>
<td>3. Operations Section Care and Shelter Branch, IKDCT, Private-Sector Liaison</td>
</tr>
<tr>
<td>4.Activate any agreements or contracts with private sector organizations to operate facilities or provide services (including transportation) in support of donations management.</td>
<td>4. Management</td>
<td>4. EOC Coordinator, Logistics Section DMU, Private-Sector Liaison</td>
</tr>
<tr>
<td>5. Notify call centers (including 211) of anticipated role with donor inquiries and assess their functional capacities and resources needed.</td>
<td>5. DMU</td>
<td></td>
</tr>
<tr>
<td>6. Coordinate with Second Harvest Food Bank and Department of General Services to begin process to identify any available NGO-operated or State-owned warehouses that could be used to support</td>
<td>6. Logistics</td>
<td>6. REOC</td>
</tr>
<tr>
<td>5. Begin directing offers of monetary and in-kind donations to appropriate organizations/agencies.</td>
<td>5. DMU</td>
<td>1. EOC Coordinator, Logistics Section DMU, Private-Sector Liaison</td>
</tr>
<tr>
<td>1. Management</td>
<td>1. EOC Coordinator manages mutual aid except for law, fire, medical and public works.</td>
<td></td>
</tr>
</tbody>
</table>

Version Date: 04/06/2015
<table>
<thead>
<tr>
<th>Support or coordinate the reception, storage, allocation and distribution of initial donations received, as appropriate</th>
<th>E to E +72 h</th>
<th>1. Activate the appropriate prioritization strategy (developed in advance of the event) to allocate resources.</th>
<th>1. Management</th>
<th>1. Logistics Section and Operations Section Mass Care and Shelter Branch</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2. Use improved situational awareness to prioritize distribution of donations.</td>
<td>2. DMU</td>
<td>2. MDCT, IKDCT, Operations Section Mass Care and Shelter Branch</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Use improved situational awareness to specify staffing and types of resources needed, as requested.</td>
<td>3. DMU</td>
<td>3. MDCT, IKDCT, Operations Section Mass Care and Shelter Branch</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Begin allocating donations received through systems that existed prior to the event.</td>
<td>4. DMU</td>
<td>4. MDCT, IKDCT</td>
</tr>
</tbody>
</table>

7. Charities and government agencies that deal with donated goods activate their existing plans for staffing, public outreach, inventorying and tracking systems, and security.

8. Address staff needs for the DMU including liaisons with private sector and voluntary sector organizations and/or providers of resources.

9. Begin assembling equipment, supplies, and staff, volunteers for all donations-related operations.

7. DMU

7. IKDCT, Operations Public Works Brach, Mass Care and Shelter and Law Enforcement Branch

8. Logistics

8. Human Resources Unit, DMU, IKDCT, MDCT, Private-Sector Liaison

9. DMU

9. MDCT, IKDCT, Supply Unit, Facilities Unit, Transportation Unit, Private-Sector Liaison, Human Resources Unit
<table>
<thead>
<tr>
<th></th>
<th>5. Identify potential storage or warehousing facilities.</th>
<th>5. DMU</th>
<th>5. Logistics Facilities Unit, IKDCT, Private-Sector Liaison</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6. Activate initial receiving and distribution (i.e. warehousing) facilities that may be run by government or - if requested - by NGOs.</td>
<td>6. Logistics</td>
<td>6. DMU, Private-Sector Liaison</td>
</tr>
<tr>
<td></td>
<td>7. Identify and confirm additional sites for donations management including staging, sorting, and possible storage, as needed</td>
<td>7. Logistics Facilities Unit, and Transportation Unit, IKDCT, Private-Sector Liaison</td>
<td>7. Logistics Facilities Unit, and Transportation Unit, IKDCT, Private-Sector Liaison</td>
</tr>
<tr>
<td></td>
<td>8. Report to the Logistics Section.</td>
<td>8. DMU</td>
<td>8. IKDCT, MDCT, Private-Sector Liaison</td>
</tr>
</tbody>
</table>

| Participate in the Regional Coordination Group (a type of MAC group) to address specific issues or situations | E to E +72 h | Participate as needed/requested in Regional Coordination Group conference calls convened by the Region. Work through the DMU to identify issues and prioritize resources. | DMU |

| Monitor media coverage of donations activities, and identify and address any problems as they arise | E to E +72 h | Activate any pre-event agreements with media outlets. Coordinate public information with elected and appointed public officials who are not directly involved in the response to keep their own messaging content and style consistent. | JIC |
Extreme Temperature Annex Summary

1. Overview:
Marin County normally enjoys a moderate Mediterranean-type climate ranging from an average low of 41°F to a high of 81°F. However, these are average temperatures and Marin County has historically encountered temperatures in the summer ranging as high as 110°F in 1961 to a low of 20°F in the winter of 1990. As recently as July 2006, Marin County experienced a high temperature of 108°F.

While winter temperatures tend to be mild in Marin County, there have been occasions when they have dropped to below 40°F and a few occasions where they have dropped below freezing. When coupled with heavy rain and wind, these low temperatures can pose significant health risks.

These unexpected extremes of temperature can be dangerous to segments of the population unable to take adequate measures to protect themselves. Extreme temperatures increase the number of heat and cold-related injuries and can cause death. Marin County has developed this Extreme Temperature Annex to help reduce the effects of extreme temperature events.

The purpose of this annex is to establish a system for identifying potential extreme temperature events, establish a mechanism for coordinating response to such an event, and provide decision-makers with options that can be used to prepare and respond to extreme temperature events.

The Extreme Temperature Emergency Annex supports and will be used in conjunction with the Marin Operational Area Emergency Operations Plan (MOA-EOP). The MOA-EOP is based on the California Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). This document is not intended to and does not create additional obligations for agencies and organizations involved in providing care to vulnerable populations.

It also does not describe specific details of planning and response which are contained in other documents. Tasks identified in this annex are to be addressed on an as needed basis and are not dependent upon the formal activation of the Marin Operational Area Emergency Operations Center (MOA-EOC).

2. Definitions:

Extreme Temperature Center
Facilities meeting certain criteria that can be opened during an extreme temperature emergency to provide relief to affected residents.

Extreme Temperature Emergency
An extreme temperature emergency is defined as weather that is substantially hotter or colder than normal and that, in the opinion of the Department of Health and Human Services (DHHS) Public Health Officer, the Medical Health Operational Area Coordinator (MHOAC) and the Sheriff’s Office of Emergency Services, can increase the incidence of mortality and morbidity in affected populations.

Vulnerable population
Individuals possessing any combination of the following characteristics or conditions are at greater risk for experiencing an extreme temperature-attributable adverse health outcome:

- **Physical constraints**: This at-risk group includes infants, older people (age 65 and older, who may also be less likely to recognize symptoms of excessive heat exposure), the very obese, the bedridden, those with underlying medical conditions (e.g., heart disease, diabetes), those taking certain medications (e.g., for high blood pressure, depression, insomnia), and individuals under the influence of drugs or alcohol.
• **Mobility constraints:** People with mobility constraints are at higher risk during extreme temperature emergencies if the constraints limit their ability to access appropriately cooled/heated locations. This group includes the very young and the bedridden.

• **Cognitive impairments:** People with mental illnesses, with cognitive disorders, or under the influence of drugs or alcohol may be unable to make rational decisions that would help limit their exposure to excessive heat or cold or to recognize symptoms of excessive heat or cold exposure.

• **Economic constraints:** The poor may be disproportionately at risk during extreme temperature emergencies if their homes lack air conditioning or heating or if they are less likely to use available utilities because of the cost. In addition, if the poor disproportionately reside in high crime areas, fear of crime can increase their risks by hindering their willingness to take appropriate responses (e.g., opening doors and windows for circulation, visiting cooling/warming centers).

• **Social isolation:** Socially isolated individuals are less likely to recognize symptoms of excessive heat or cold exposure. This can delay or prevent treatment and result in more serious health outcomes. Members of this group, which include the homeless and those living alone, may also be less willing or able to reach out to others for help.

3. Assumptions:

• It is the responsibility and authority of the County to ensure that the governmental response to an event of extreme temperature is appropriate.

• The County may initiate specified actions independently, but will communicate to and coordinate those actions with local government.

• The County actions identified in the annex will assist local government (cities, towns and special districts).

• Local governments may have programs to address extreme cold/heat and those programs may vary in organization and operation but are consistent with SEMS and NIMS.

• Nothing in this plan serves to restrict local government operations as long as they are consistent with SEMS and NIMS.

4. Concept of Operations:

Marin County uses a three-phase approach to extreme temperature emergencies consistent with the State of California’s contingency plans for extreme cold and excessive heat emergencies. These three phases are:

• **Phase 1: Seasonal Readiness** - Seasonal readiness is primarily focused on raising public awareness of the risks of an extreme temperature event in the upcoming season and in preparing county personnel to recognize and respond to such an event.

• **Phase 2: Warning and Preparation** - Phase II is initiated when an extreme temperature emergency is expected within the next three days, based on an NWS Excessive Heat/Winter Storm Outlook and/or other indicators. It is characterized by public warnings and preparations by departments and agencies for a response to such an emergency.
Conditions for Activation
Based on an assessment of extreme temperature indicators, OES, the County Health Officer, and MHOAC determine that an extreme temperature emergency is likely to occur within three days. Indicators may include the following:

Heat Emergency:
- NWS Excessive Heat Outlook.
- NWS Excessive Heat Watch.
- Data showing weather thresholds associated with increased morbidity (illness) and mortality.
- Heat index (heat and humidity).
- Predicted high daytime temperatures accompanied with night temperatures of 75°F or more.
- Number of consecutive days over 90°F.

Cold Emergency
- NWS Winter Storm Outlook.
- NWS Winter Storm Watch.
- NWS Freeze Watch.

Phase 3: Emergency Response - Phase III is initiated when an extreme temperature emergency is occurring. It is characterized by a coordinated government response to the emergency.

Conditions for Activation
Based on an assessment of extreme temperature indicators, OES, the County Health Officer, and MHOAC determine that an extreme temperature emergency is occurring. Indicators may include the following:

Heat Emergency:
- NWS Heat Advisory.
- NWS Excessive Heat Warning.
- High heat accompanied by electrical blackouts.

Cold Emergency:
- NWS Winter Storm Warning.
- NWS Severe Weather Statement.
- NWS Freeze Warning.
- NWS Wind Chill Advisory.
- NWS Wind Chill Warning.
- Issuance of a NWS Freeze Warning (28°F and below) with a duration of three or more consecutive days.
- Issuance of an NWS Extreme Weather Statement identifying objective conditions which in combination may cause cold injury to unprotected humans.
- Cal ISO Stage 3 Electrical Emergency lasting more than 5 hours during a period for which a Freeze Warning has been issued by the NWS.

Options for Phase III:
- Convene/continue extreme temperature task force to coordinate inter-agency activities, integrate into DHHS DOC or EOC if activated.
- Activate DHHS DOC.
- Activate the Marin Operational Area EOC to support response activities.

Version Date: 04/06/2015
City of Novato and Novato Fire District
Emergency Operations Plan

- Activate a Joint Information Center.
- Monitor indicators, particularly temperature related injuries and deaths.
- Issue public information through media, websites and social media.
- Deploy social workers to increase contact with vulnerable populations (e.g. status checks, etc.).
- Deploy public health nurse to increase outreach to vulnerable populations.
- Activate extreme temperature centers

Roles and Responsibilities for Phase III:

Activity: 
- Convene/continue extreme temperature task force to coordinate inter-agency activities, integrate into DHHS DOC or EOC if activated

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsible Agency</th>
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<tbody>
<tr>
<td>Convene/continue extreme temperature task force to coordinate inter-agency activities, integrate into DHHS DOC or EOC if activated</td>
<td>DHHS</td>
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<tr>
<td>Activate DHHS Department Operations Center</td>
<td>DHHS</td>
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<tr>
<td>Activate the Marin Operational Area EOC</td>
<td>DHHS</td>
</tr>
<tr>
<td>Activate a Joint Information Center</td>
<td>OES</td>
</tr>
<tr>
<td>Monitor indicators, particularly temperature related injuries and deaths</td>
<td>DHHS/OES</td>
</tr>
<tr>
<td>Issue public information through media, websites and social media</td>
<td>OES/PIO</td>
</tr>
<tr>
<td>Deploy social workers to increase contact with vulnerable populations</td>
<td>DHHS</td>
</tr>
<tr>
<td>Deploy public health nurse to increase outreach to vulnerable populations</td>
<td>DHHS</td>
</tr>
<tr>
<td>Activate extreme temperature centers</td>
<td>DHHS</td>
</tr>
</tbody>
</table>

5. Heat Index Chart:

![Heat Index Chart](image)

Relative Humidity (%)

With Prolonged Exposure and/or Physical Activity

- Heat stroke or sunstroke highly likely
- Sunstroke, muscle cramps, and/or heat exhaustion likely
- Extreme Caution
- Sunstroke, muscle cramps, and/or heat exhaustion possible
- Caution
- Fatigue possible
6. Windchill Chart:

![NWS Windchill Chart]

| Wind (mph) | 40 | 35 | 30 | 25 | 20 | 15 | 10 | 5 | 0 | -5 | -10 | -15 | -20 | -25 | -30 | -35 | -40 | -45 |
|------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Calm       | 36 | 31 | 25 | 19 | 13 | 7  | 1  | .5 | 1  | .5 | 1  | .5 | 1  | .5 | 1  | .5 | 1  | .5 | 1  | .5 |
| 5          | 34 | 27 | 21 | 15 | 9  | 3  | 0  | -3 | -6 | -9 | -12 | -15 | -18 | -21 | -24 | -27 | -30 | -33 | -36 | -39 |
| 10         | 32 | 25 | 19 | 13 | 6  | 0  | .3 | -1 | -4 | -7 | -10 | -13 | -16 | -19 | -22 | -25 | -28 | -31 | -34 | -37 |
| 15         | 30 | 24 | 17 | 11 | 8  | 0  | .3 | -1 | -4 | -7 | -10 | -13 | -16 | -19 | -22 | -25 | -28 | -31 | -34 | -37 |
| 30         | 24 | 18 | 11 | 4  | -3 | -10 | -17 | -24 | -31 | -38 | -45 | -52 | -59 | -66 | -73 | -80 | -87 | -94 | -101 |
| 35         | 22 | 16 | 9  | -3 | -10 | -17 | -24 | -31 | -38 | -45 | -52 | -59 | -66 | -73 | -80 | -87 | -94 | -101 |
| 50         | 16 | 12 | 4  | -3 | -10 | -17 | -24 | -31 | -38 | -45 | -52 | -59 | -66 | -73 | -80 | -87 | -94 | -101 |

Frostbite Times

Wind Chill (°F) = 35.74 + 0.6215T - 35.75(V^{0.16}) + 0.4275T(V^{0.16})

Where, T = Air Temperature (°F) V = Wind Speed (mph)

Effective 11/01/01
Fire and Rescue Subsidiary Plan Summary

1. Overview

The Regional Emergency Coordination Plan (RECP) provides an all hazards framework for collaboration among responsible entities and coordination during emergencies in the San Francisco Bay Area. The RECP Fire and Rescue Subsidiary Plan provides a framework for coordination among the OES Fire and Rescue Branch in the Regional Emergency Operations Center (REOC), the Fire and Rescue Mutual Aid Coordinators, the sixteen Operational Areas within OES Coastal Region, and the State Operations Center (SOC) Fire and Rescue Branch. The RECP Fire and Rescue Subsidiary Plan also provides an overview of the established Fire and Rescue Mutual Aid System and its relationship to the REOC during emergency response to a regional event.

The RECP Fire and Rescue Subsidiary Plan defines the following:
- A clear system for regional coordination and response among fire and rescue and other disciplines.
- Roles and responsibilities of agencies and personnel involved in regional fire and rescue activities, to include:
  - Personnel involved with the Fire and Rescue Branch at the Operational Area and regional and state levels.
  - State and Federal agencies and/or teams supporting the response to an event that exceeds the capabilities of local government within the region.

The RECP Fire and Rescue Subsidiary Plan was developed in accordance with the concepts and methods of the Incident Command System and the Multi-Agency Coordination System (MACS). The RECP Fire and Rescue Subsidiary Plan does not supersede or exclude any existing plans; rather, it places relevant plans in the context of a response to an event within the region, during which time the REOC is activated. More specifically, it does not address, or supersede, local procedures for:
- Tactical operations and incident command.
- Local response activities.
- Established mutual aid relationships and procedures at the local level.

Furthermore, the RECP Fire and Rescue Subsidiary Plan is not tactical; rather, it focuses on regional support for and coordination of fire and rescue operations.

2. Summary of the Fire and Rescue Mutual Aid System:

The OES Fire and Rescue Branch manages the Fire and Rescue Mutual Aid System, the primary purpose of which is to assist fire services in California with mutual aid planning and coordination. The State Fire and Rescue Mutual Aid Coordinator is responsible for the overall coordination of the Fire and Rescue Mutual Aid System, and manages the statewide response of mutual aid resources to all kinds of fire, rescue, and disaster-related emergencies through six fire and rescue mutual aid regions in California. The sixteen Operational Areas within the scope of the RECP are located in the Fire and Rescue Mutual Aid Region II. The OES Fire and Rescue Branch also maintains OES fire engines and other specialized equipment to support mutual aid requests.

The State of California Fire and Rescue Mutual Aid Plan is a supporting document to the California State Emergency Plan. The Fire and Rescue Mutual Aid Plan guides mutual aid systems at each level — local, Operational Area, regional, and state. The Fire and Rescue Mutual Aid Plan also provides varying levels of guidance for day-to-day circumstances or unusual or emergency disaster situations.

The RECP Fire and Rescue Subsidiary Plan addresses the REOC Fire and Rescue Branch, when activated, and its coordination with the Fire and Rescue Mutual Aid System.
3. Concept of Operations:

Fire and rescue mutual aid operations begin at the local level, and, depending on the scope of the event, may involve support and coordination from Operational Areas, the region, and the state. At the local level, Fire Chiefs determine the magnitude of the fire and rescue emergency within their area and determine the need for fire and rescue resources. At the Operational Area, the Fire and Rescue Mutual Aid Coordinator manages the provision of mutual aid and communicates and coordinates with the Region II Mutual Aid Coordinator. The Region II Fire and Rescue Mutual Aid Coordinator manages the provision of mutual aid within the Region, and elevates requests to the SOC Fire and Rescue Branch Chief, who is responsible for the overall state management of fire and rescue mutual aid resources.

4. Resources:

Fire and rescue mutual aid resources are relied upon at the local, Operational Area, regional, and state levels. Examples of fire and rescue resources include personnel, apparatus, and equipment under the direct control of the fire and rescue service needed to provide mutual aid assistance for all emergencies (including fire engines, ladder trucks, emergency medical service units, hazardous materials units, urban search and rescue, crash and fire rescue, bulldozers, helicopters, fixed-wing aircraft, hand crews, fire boats, and communications equipment).

5. Mutual Aid Resource Requests from Marin OA to State Level:
Hazardous Materials Area Plan Summary

1. Overview

The Marin County Hazardous Materials Area Plan, hereafter referred to as the “Area Plan” establishes the policies, responsibilities, and procedures required to protect the health and safety of Marin County’s citizens, the environment, and public and private property from the effects of hazardous materials emergency incidents.

This Area Plan is an operational plan as well as a reference document; it may be used for pre-emergency planning as well as emergency response. Agencies having roles and responsibilities established by this Area Plan are encouraged to develop standard operating guidelines (SOGs) and emergency response checklists based on the provisions of this Area Plan. This Area Plan should be used in conjunction with the Marin County Emergency Operations Plan (EOP) and the California Hazardous Materials Incident Contingency Plan.

2. Activation and Deactivation of the Plan:

The Area Plan is in effect at all times. Portions of the Area Plan relating to response are activated on an as-needed basis as incidents occur. The Area Plan may be activated by any “first response” agency arriving at the scene at a potential hazardous materials incident.

This Plan can be deactivated by the Incident Commander (IC) when it is determined that a hazardous materials incident does not exist or if the situation has been stabilized and all necessary response procedures are completed. Clean up operations may continue after the Area Plan has been deactivated.

3. Notification and Reporting:

*California Emergency Management Agency Spill/Release Guidelines*

All significant releases or threatened releases of a hazardous material, including oil and radioactive materials require immediate verbal notification.

Notification must be made to the California Emergency Management Agency Warning Center for the following:

- Discharges or threatened discharges of oil in marine waters.
- Any spill or other release of one barrel or more of petroleum products at a tank facility.
- Discharges of any hazardous substances or sewage, into or on any waters of the state.
- Discharges that may threaten or impact water quality.
- Any found or lost radioactive materials.
- Discharges of oil or petroleum products, into or on any waters of the state.
- Hazardous Liquid Pipeline releases and every rupture, explosion or fire involving a pipeline.

*Notification Information Needed*

If there is a potential or actual hazardous materials release, the following information must be reported:

- Identity of caller.
- Location, date and time of spill, release, or threatened release.
- Location of threatened or involved waterway or storm drains.
- Substance, quantity involved, and isotope if necessary.
- Chemical name (if known, it should be reported if the chemical is extremely hazardous).
- Description of what happened.

*Agencies to be Notified*

- 911
• Marin County Certified Unified Program Agency (CUPA), Department of Public Works, Waste Management Division (415) 499-6647.
• California Emergency Management Agency Warning Center, (800) 852-7550 or (916) 845-8911.

Additional Agencies as Appropriate:
• California Highway Patrol (911) if the spill occurs on a highway in the State of California.
• National Response Center (800) 424-8802 if the spill equals or exceeds Federal Reportable Quantities, or any amount of oil reaching or having the potential of reaching navigable waters of California. For details on Federal Reportable Quantities see: http://www.epa.gov/oepd/docs/er/355table01.pdf
• US Coast Guard (Alameda): (415) 399-3547 if the spill enters a waterway.
• California Occupational Safety and Health Administration (Cal/OSHA) (Santa Rosa) (707) 576-2388 for serious injuries or harmful exposures to workers.
• California Department of Health Services, Radiological Health Branch at the CalOES Warning Center (800) 852-7550 for all radiological incidents.
• Department of Toxic Substances Control (DTSC) (Berkeley) 800-728-6942 office, 24 emergency response 800-260-3972 or 916-255-6504) for hazardous waste tank system releases and secondary containment releases.
• Public Utilities Commission (San Francisco) (1-800-755-1447 for natural gas pipeline releases.
• Department of Fish and Game, Office of Spill Prevention and Response (DFG) Branch at the OES Warning Center (800) 852-7550 for waterway spill/release.

4. Clandestine Lab Response:

California Department of Toxic Substances (DTSC) assistance for removal of suspected hazardous substances from clandestine drug labs may be requested by state or local law enforcement agencies, or by other local government agencies working with law enforcement agencies on a drug lab, or abandoned drug lab wastes.

Such an agency wanting to request DTSC assistance during normal work hours (Monday-Friday, 8:00 AM to 5:00 PM), should call the State Department of Toxic Substances Control (DTSC) at (800) 260-3972 or (916) 255-6504, and request to speak to the DTSC Emergency Response Duty Officer. Between 5:00 PM and 8:00 AM, weekends, or on holidays, call the Governor's Office of Emergency Services (OES) Warning Control Center at (800) 852-7550. Notify OES of the incident and of the fact that you are requesting DTSC assistance for the removal. OES will contact the DTSC Emergency Response Duty Officer who will then contact you.

5. Initial Response:

For all hazardous materials incidents, the HazMat Response Team is dispatched by Marin County Fire Dept. Command Center. The Incident Commander consults with three (3) HazMat Response Team members prior to making the decision to dispatch the HazMat Response Team.

Notifications of hazardous materials emergencies are made to the Hazardous Materials Management Team, consisting of representatives of the Marin County Fire Department, Marin County Sheriff’s Office of Emergency Services, District Attorney, Sheriff, Health Department and Department of Public Works, Waste Management Division by the Marin County Sheriff’s Communications Center when requested by the Hazardous Materials Response Team or Incident Commander. The Agricultural Commissioner must be notified for all pesticide related incidents, including pesticide drift.

The Incident Commander (IC) is the California Highway Patrol on the highway and the Sheriff’s Department, the Department of Fish and Game or Coast Guard for off-highway (in waterway) or the Police Department in an incorporated city (unless there is an agreement with the Fire Department to act as the IC). In many cases a Unified Command is formed, where both Fire and Law enforcement and other agencies (depending on the size
and location of the incident) share in incident management responsibilities. Unified Command is implemented whenever there is more than one agency having jurisdictional authority for the incident.

6. Local Target Hazard Facilities in the Novato Area:

**Novato Sanitary: 445 Bel Marin Keys Blvd., Novato:**
- a) Diesel Fuel 2000 gallons
- b) Sodium Hypochlorite 5000 gallons

**Marin Municipal Water District: 11 Hamilton Drive, Novato:**
- a) Aqua Ammonia 951 gallons
- b) Fluorosilicic Acid 6764 gallons
- c) Sodium Hypochlorite 1126 gallons
- d) Vinchem 939 6459 gallons

**North Marin Water District-Stafford Water Treatment Plant; 3015 Novato Blvd., Novato:**
- a) Aluminum Sulfate 5000 gallons
- b) Sodium Hypochlorite 530 gallons
- c) Copper Sulfate Pentahydrate 2500 gallons
- d) Calcium Thiosulfate 440 gallons
- e) Sodium Hydroxide 5000 gallons
- f) Ferrous Chloride 4000 gallons
- g) Ferric Chloride 4000 gallons
- h) Potassium Permanganate 1300 lbs
- i) Powdered Activated Carbon 6000 lbs
- j) Sodium Chlorite 4000 gallons
- k) Sulfuric Acid 4000 gallons
- l) Chlorine Gas 6000 lbs
- m) Sulfur Dioxide 450 cu ft
- n) Calcium Hypochlorite 100 lbs
- o) Hydrochloric Acid Solution 50 gallons
- p) Polymer Polyacrylamide, dry 150 lbs
- q) Polymer Polyacrylamide solution 200 gallons
- r) Poly-Polydadmac 150 gallons
- s) Polymer Polyquaternary Amine 150 gallons
- t) Sodium Thiosulfate Pentahydrate 500 lbs

**Novato Sanitary District, Treatment Facility: 500 Davidson Street, Novato:**
- a) Ammonium Hydroxide 2000 gallons
- b) Digester Gas 21000 cu ft
- c) Sodium Hypochlorite 12000 gallons
- d) Ferric Chloride 2500 gallons
- e) Sulfuric acid 2000 gallons

7. Hazardous Materials Response Matrix:

The following pages provide a matrix of responsibilities for dealing with hazardous materials incidents. In this matrix, “P” indicates a primary responsibility and “X” indicates that the agency has responsibility for that item.
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8. Roles and Responsibilities:

Marin County Department of Public Works: Waste Management Division

During a hazardous materials incident, the Waste Management Division may provide the following assistance:

a. Provide information concerning businesses which may use or store hazardous materials, when requested from the Incident Commander (IC).
b. The Public Works Director would be contacted by the IC to coordinate the authorization of funding for clean-up of hazardous materials incidents where there is no responsible party and no State or Federal funding is obtained. (Subject to budget and policy limits adopted by the Board of Supervisors).
c. After clean-up activities have ceased, coordinate cost recovery for county related expenses (with the exception of the HazMat Response Team).

Marin County Department of Public Works: Roads Department

a. When determined by the IC that the hazardous substance is non-toxic, non-caustic or does not pose a health threat to the public or Road Department personnel, and the incident occurs on a County road, the Roads Department is responsible for clean-up. Clean-up includes cleaning up the scene and removing all contaminated materials to an acceptable storage or disposal area. Materials such as gasoline, diesel and paint are examples of substances that the Roads Department will clean up.
b. Provide barricading and traffic control supplies and services as long as the Roads Department personnel are not exposed to the hazardous materials.
c. Provide information about county maintained roadways and civil engineering matters.
d. Needs to be consulted in the event that alteration to the roadway is required to control or remove hazardous materials.
e. Has twenty-four hour per day response capability and all necessary equipment for road repair and maintenance.
f. May provide heavy equipment and personnel, as necessary, to mitigate the emergency.
g. May assist in damage assessment.

Marin County Hazardous Materials Response Team (HazMat Response Team)

The Marin County HazMat Response Team is composed of members of various fire departments within Marin County. When requested by the IC, they respond to the incident scene to:

a. Provide technical assistance and advice to the IC.
b. Assess the risks the incident presents to responders, public health and the environment (in consultation with the Environmental Health Services Deputy Director/Health Officer).
c. Utilize technical equipment and resources to identify unknown substances and determine the hazards of the involved hazardous materials.
d. Don any level of personal protective equipment to assume a role in the exclusion zone.
e. Use specialized equipment to mitigate the incident.
f. Take samples as directed by the IC.
g. Perform decontamination activities.
h. Provide technical advice regarding clean-up procedures. It will not be the responsibility of the Marin County HazMat Response Team to dispose of any hazardous materials. The jurisdiction having authority for the incident will be responsible for the disposal of any hazardous materials recovered by the Marin County HazMat Response Team.
i. Should the incident require immediate mitigation efforts, the HM team may determine that picking up the hazardous waste and disposing of the hazardous waste through the Marin County Household Hazardous Waste Program may be appropriate.
j. Fill positions of the FIRESCOPE organizational structure as directed by the IC.
North Bay Incident Management Team (NB IMT)

The NB IMT is composed of personnel from departments, agencies and non-government organizations throughout Marin, Napa, Solano and Sonoma counties and responds to requests for service within the North Bay and outside of the North Bay when requested by the California Office of Emergency Services (CalOES) to assist with the management of any incident.

Each deployment is different and the actual make-up of the NB IMT will be negotiated and determined by the requesting Agency Administrator at the time of dispatch.

Emergency Medical Services/Medical Health Operational Area Coordinator

The MHOAC will be notified anytime a hazardous materials incident occurs which requires assistance concerning public health and/or medical issues and will provide services that include, but are not limited to the following:

a. Manage and approve requests for medical mutual aid from outside of Marin County.
b. Evaluate the need for activation of medical/health functions at the Operational Area level and activate functions as appropriate.
c. Notify and provide information to responding agencies and facilities.

Marin County Department of Health and Human Services

a. The Public Health Officer (or his designee) may declare a health emergency as per Health & Safety Code Section 101080.
b. For a large-scale pesticide drift incident the Public Health Officer may be asked by the Agricultural Commissioner or IC to disseminate medical reimbursement information to hospitals or clinics.

Community Development (Environmental Health Services – EHS)

The Deputy Director of EHS may be designated to represent the County Health Officer.

a. If the Deputy Director of EHS or his/her designee determines that specialized technical assistance is necessary to deal with an incident, he or she will be responsible for obtaining such assistance from the following individuals, department or agencies.
   i. County Health Officer (Primary notification for EHS).
   ii. State Agencies as appropriate (e.g. Office of Environmental Health Hazard Assessment, Department of Toxic Substance Control, California Department of Pesticide Regulation, Regional Water Quality Control Board, California Department of Public Health, Emergency Management Branch, etc.).
   iii. Medical Health Operational Area Coordinator.

b. During a hazardous materials incident, EHS Hazardous Materials responders) and the Deputy Director of EHS will work with the Marin County HazMat Response Team advising the IC, and, as necessary, the County Health Officer and MHOAC. EHS Hazardous Materials responders shall be personnel as defined in 8 CCR § 5192 (q) (6) (E) and will be trained accordingly. EHS responders are required to undergo basic training in toxicology through a recognized institution such as the U.C. Extension programs. Advice will be provided on the following aspects of a hazardous materials incident:
   i. Physical properties of identified hazardous materials (quantity, concentration, vapor pressure density, and potential health hazards).
   ii. Public health significance of identified hazardous materials.
   iii. Public health and environmental implications of the hazardous materials release, and evaluation of potential scenarios regarding impending release and/or containment.
   iv. Necessity for evacuation or shelter-in-place, and the extent and areas to be affected.
v. Conditions under which an evacuation/shelter-in-place order may be lifted and the procedure for returning to normal.
vi. Public health/environmental implications of various hazardous materials clean-up scenarios.
vii. Evaluation of the clean-up procedures, with an assessment of the efficacy of the clean-up, both in terms of public health and environmental impacts.
viii. Defining when the event is cleared.

Sheriff’s Office of Emergency Services

The Sheriff’s Office of Emergency Services will be notified anytime a hazardous materials incident occurs and will provide services that include, but are not limited to the following:

a. Agency representative may respond to hazardous materials incidents as liaison to Incident Command staff.
b. Activate the Emergency Operations Center and coordinate emergency operations.
c. Assist with the procurement of resources.
d. Coordinate the activities of other jurisdictions, state and federal agencies, volunteer organizations, and the private sector with local agencies.
e. Coordinate state and federal assistance (financial, technical, personnel, and equipment).

Fire Agencies

a. Provide hazard recognition, assessment, and notification of proper authorities, including the HazMat Response Team.
b. Request Communication Command Center to notify California State Warning Center and obtain a spill control number. CalOES will notify other agencies; however, if there are other agencies that the IC is aware must be contacted, the IC can direct Communication Command Center to call these agencies directly.
c. Provide fire control activities.
d. Provide containment activities necessary to confine the hazardous material(s) to the immediate area and prevent further contamination, if these actions can be performed safely within the capabilities of first responders and according to the law.
e. Provide rescue activities, as appropriate.
f. Provide field treatment, expedient field decontamination for patients with contamination or other injuries resulting from hazardous materials incidents (transportation service provided only by those agencies that provide emergency medical/ambulance services).
g. Provide trained personnel (e.g., hazardous materials specialists and/or technicians) to operate as an inter-agency team.
h. After appropriate decontamination has been completed per Hazmat Team Incident Command, transport patients via ambulance to hospitals.

Communications (Sheriff’s Communications Center and Woodacre Communications)

a. Responsible for notifying and dispatching appropriate personnel to the scene of a hazardous materials incident or emergency.
b. Is the initial message and information relay point between the first responding public safety agencies and all other responding agencies.
c. Notify California Emergency Management Agency Warning Center and other appropriate agencies, as directed by the IC.
d. Maintain documentation outlining communications established procedures and protocols for hazardous materials incidents including the alert/notification of County, State and federal resources, as appropriate.
e. Dispatch all requests for mutual aid. Requests for fire or law mutual aid are already contained within mutual aid procedures and would follow their preexisting agreement as part of the State Master Mutual Aid Agreement.
f. All requests for mutual aid or additional specialized resources will be directed from the on-scene IC to Marin County Fire Woodacre Communications Command Center.
Law Enforcement

a. Provide overall management of hazardous materials emergency operations, including Incident Command, coordination of emergency operations, and utilization of personnel (in the context of Unified Command).
   i. Per the CVC 2454 the California Highway Patrol will maintain the Incident Command authority for the highways and roadways within the county where the CHP has primary traffic enforcement authority.
   ii. In the absence of local codes, ordinances, or previously written agreements to the contrary, local police departments will assume Incident Command responsibility for hazardous materials incidents occurring on roadways within their jurisdiction.
   iii. The Marin County Sheriff’s Department will assume Incident Command responsibility for off-highway hazardous materials incidents in the unincorporated areas of the county.

b. Provide scene security.
c. Issue evacuation or shelter-in-place directives.
d. Provide communications:
   i. Dispatch appropriate jurisdictional emergency response personnel.
   ii. Notify other emergency response personnel and agencies, as requested and/or required.
   iii. Monitor communications among responding and involved agencies.
e. Provide information to the public and coordinate Public Information Officer functions of various agencies, unless CHP has Incident Command authority.
f. Conduct hazard recognition and site assessment.
g. Conduct notification of proper authorities, including the HazMat Response Team.

Public Information Officer

a. As assigned by the Incident Commander will rapidly disseminate accurate instructions and emergency information to the public.
b. Respond to media inquiries and calls from the public.
c. Establish a Media Center for use by representatives of the print and electronic media.
d. Establish a Public Information Team to staff the Public Information Center component of the EOC or Joint Information Center.
f. Support field operations.

District Attorney

a. Prosecute violators of hazardous materials and waste laws.
b. Recover costs associated with hazardous materials incidents.

Marin County Agricultural Commissioner

a. Provide assistance and information regarding specific hazards associated with pesticides, herbicides, fertilizers, and other agricultural chemicals.
b. When the suspected material is potentially an agriculture product, assist the HazMat Response Team and Environmental Health representative in determining the best action, including, but not limited to, notifying residents/exposure victims of a pesticide drift exposure incident and coordination of an evacuation to a safe refuge area, if deemed necessary by emergency response personnel.
c. Inform potential victims of eligibility for medical reimbursement provisions of pesticide drift law.
d. Inform medical providers of eligibility for medical reimbursement provisions of pesticide drift law by placing information on the County’s website.
e. Conduct an investigation and take appropriate actions on pesticide episodes in a timely manner. This includes properly collecting evidence, identifying violations and identifying violations and victims to the best of their ability.
Bay Area Air Quality Management District

The BAAQMD is the local air pollution control authority in Marin County. The agency develops air quality standards, regulates facilities, evaluates air toxins, responds to emergencies and complaints, monitors air quality and maintains an analytical laboratory. The BAAQMD responds to an emergency release of air contaminants that can potentially create a public nuisance or violate a BAAQMD rule or regulation. During a hazardous materials incident that may impact air quality, the BAAQMD may provide the following:

a. Immediately respond to investigate, document and quantify emissions from the incident.
b. Analyze field samples.
c. Provide expert technical advice on hazardous air emissions.
d. BAAQMD will investigate complaints of odors/public nuisance. The number is (800) 334-ODOR. They have indicated that they will provide investigation of complaints.

Water and Sewer Districts/Departments

a. Initiate ICS if incident occurs on water/sewer district property.
b. Coordinate with outside emergency response personnel/agencies.
c. Immediately notify proper authorities in the event of a hazardous materials incident affecting waterways under their jurisdiction.
d. Provide remedial actions/cleanup when a hazardous material affects water sources and/or distribution systems.
e. Assist in site sampling and product analysis.
f. Issue warnings or advisories to customers.

Poison Control Centers

a. Access to an extensive toxicology library and immediate access to expert consultants for evaluating, assessing and medically managing health effects from exposures associated with hazardous materials spills.
b. Provide drug identification for law enforcement.
c. Knowledgeable of hospitals capabilities for handling hazardous materials victims.

Note: See the Hazardous Materials Area Plan for additional details and resources.
Law Enforcement and Coroner/Medical Examiner Subsidiary Plan Summary

1. Overview

The Regional Emergency Coordination Plan (RECP) provides an all-hazards framework for collaboration among responsible entities and coordination during emergencies in the San Francisco Bay Area. The RECP Law Enforcement and Coroner/Medical Examiner Subsidiary Plan provides a framework for coordination between the OES Law Enforcement Branch in the Regional Emergency Operations Center (REOC), the Law Enforcement Mutual Aid Coordinators, the sixteen Operational Areas within OES Coastal Region, and the State Operations Center (SOC) Law Enforcement Branch. This plan also provides an overview of the established Law Enforcement Mutual Aid System and its relationship to the REOC during emergency response to a regional event.

The RECP Law Enforcement and Coroner/Medical Examiner Subsidiary Plan defines the following:

- A clear system for coordination among law enforcement, coroner/medical examiner, and other disciplines at the regional level.
- Roles and responsibilities of agencies and personnel involved in law enforcement and coroner/medical examiner regional response actions.
- Coordination, information sharing, and resource management required to meet the outcomes associated with the following:
  - Public safety and security response.
  - Citizen evacuation.
  - Explosive devise response operations.
  - Mass fatality operations.
- Coordination of support from state and Federal agencies and/or teams in response to an event within the region that is beyond the capabilities of local government.

The RECP Law Enforcement and Coroner/Medical Examiner Subsidiary Plan was developed in accordance with the concepts and methods of the State Emergency Plan, Law Enforcement and Coroner Mutual Aid plans, and the Incident Command System.

The Law Enforcement and Coroner/Medical Examiner Subsidiary Plan does not supersede or exclude any existing plans; rather, it places relevant plans in the context of a response to an event within the region, during which time the REOC is activated. More specifically, it does not address, or supersede, local procedures for:

- Tactical operations and incident command.
- Local response activities.
- Established mutual aid relationships and procedures at the local level.

Furthermore, this plan is not tactical; rather, the plan focuses on regional support and coordination.

2. The Law Enforcement Mutual Aid System:

OES Law Enforcement Branch manages the Law Enforcement Mutual Aid System. The primary purpose of the Law Enforcement Mutual Aid System is to coordinate state resources in support of local law enforcement during natural or human-made disasters, unusual occurrences such as civil disorders, demonstrations, or riots, and wilderness searches and rescue operations. The Law Enforcement Mutual Aid System is managed through seven law enforcement mutual aid regions throughout California. The sixteen Operational Areas within the scope of the RECP are located in Law Enforcement Mutual Aid Region II. The OES Law Enforcement Branch Chief serves as the State Law Enforcement Mutual Aid Coordinator.

Law enforcement mutual aid is provided for various circumstances on a daily basis or for unusual events, significant emergencies, or disaster situations. During the course of normal daily law enforcement...
activities, local incidents may require immediate assistance, such as backup at a traffic stop, perimeter control for a fleeing suspect, or crowd control at a barricaded location, pending the arrival of additional local resources. During a state of emergency or a state of war, law enforcement mutual aid is mandatory.

3. The Coroner Mutual Aid System:

OES Law Enforcement Branch manages the Coroner/Medical Examiner Mutual Aid System. The primary purpose of the Coroner/Medical Examiner Mutual Aid System is to complement and support law enforcement activities during events that cause multiple fatalities. The system is intended to provide expanded coroner/medical examiner capabilities for local, state, and federal agencies, and act as a conduit for federal assistance to all local jurisdictions. OES Law Enforcement Branch coordinates all inter-regional and state agency activity relating to mutual aid under the Coroner/Medical Examiner Mutual Aid System channels.

The Coroner/Medical Examiner Mutual Aid System is managed through seven coroner mutual aid regions (identical to the law enforcement regions) throughout California. The sixteen Operational Areas within the scope of the RECP are located in the Coroner Mutual Aid Region II. The OES Law Enforcement Branch Chief serves as the State Coroner/Medical Examiner Mutual Aid Coordinator.

4. Concept of Operations:

SEMS is used throughout all levels of response operations to coordinate information, resources, and emergency response actions. Law enforcement and coroner/medical examiner emergency response begins at the local level, and depending on the scope of the event, may involve support and coordination from the Operational Areas, the region, and the state. At the local level, chiefs of police may determine the magnitude of the emergency within their jurisdictions, and suitable level of law enforcement response and resources required. At the Operational Area, the county sheriff may be designated as the Operational Area Law Enforcement Mutual Aid Coordinator, who is responsible for coordinating mutual aid down to the city level and requesting resources from the Region II Law Enforcement Mutual Aid Coordinator.

For coroner/medical examiner operations, the County Coroner/Medical Examiner serves as the Operational Area Coroner/Medical Examiner Mutual Aid Coordinator, and is responsible for requesting resources from the Region II Coroner/Medical Examiner Mutual Aid Coordinator.

The REOC supports the coordination for regional activities during an emergency or disaster. The REOC Law Enforcement Branch Director, and if activated, the REOC Coroner/Medical Examiner Unit Leader, facilitates the flow of information between Operational Area law enforcement branches, the regional law and coroner/medical examiner mutual aid coordinators, other response disciplines represented at the REOC, and the SOC Law Enforcement Branch.

The OES Law Enforcement Branch works directly with county sheriffs and local police departments throughout the state, state law enforcement agencies, and federal law enforcement agencies, to ensure that law enforcement is ready at any time to respond at the local, operational, regional, and state levels. Refer to Section 3 for a list of state and federal law enforcement agencies that may support emergency response efforts.

5. Resources:

Law enforcement mutual aid resources include sworn officers, technical personnel (sworn and non-sworn), and equipment such as hand-held radios, vehicles, and personal protective equipment. During emergency response, law enforcement agencies may provide such services as search and rescue, crowd control, perimeter control, site security, traffic control, and evacuation.

Coroner/medical examiner mutual aid resources consist of technical personnel, body bags, vehicles, and morgue facilities.

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6. Law Enforcement Mutual Aid Resources Request Flow:

- Other States and EMAC
- Federal Agencies

- Non-Affected Regions
- SOC
- State Agencies

- Region II Law Enforcement Mutual Aid Coordinator
- REOC Law Enforcement Branch Director

- Operational Area Law Enforcement Mutual Aid Coordinator

- Law Enforcement Field Operations
6. Coroner/Medical Examiner Mutual Aid Resources Request Flow:
Mass Fatality Plan Summary

1. Overview

In a catastrophic incident, the number of fatalities will overwhelm OA Coroner and mortuary capabilities. The public will be traumatized by grief and the visual impact of fatalities. Images and the number of deaths reported in the media often drive the perception of the magnitude of an event. Public health and environmental health will be impacted. Fatality legalities and morgue operation objectives occur simultaneously with the priorities of working with families to identify the deceased, assist in fatality transportation, and determine final disposition.

The Marin OA will use this plan to make local mass fatality incident-appropriate decisions. The Mass Fatality Plan establishes roles and responsibilities for staging, command, control, and deployment of State and Federal resources in the Marin OA. Although this plan uses HAZUS estimates to project the catastrophic impacts of an earthquake and describe the resources required for fatality operations, this plan is also designed for use in other types of incidents, such as wildland fire or terrorist attack.

2. Terms, Acronyms, and Definitions

Coroner - An elected public officer whose primary function is to investigate by inquest any death that does not clearly result from natural causes.

Disaster Medical Assistance Team (DMAT) - A group of professional and para-professional medical personnel organized to provide rapid-response medical care or casualty decontamination during a terrorist attack, natural disaster, or other incident in the United States. DMATs are part of the National Disaster Medical System and operate under the Department of Health and Human Services.

Disaster Mortuary Operational Response Team (DMORT) - A federal response team comprising private citizens, each with a particular field of expertise (coroners, dental assistants, fingerprint specialists, etc.), that may be activated in the event of a disaster to provide technical assistance and personnel to recover, identify, and process the decedents.

Decedent - A person who has died.

Family - The term “family” is not limited to those with biological or marital ties. The term “family” applies to all persons with a common concern or love for the injured or deceased. This loosely defined term includes parents, siblings, grandparents, life partners, spouses, fiancées, children, long-term family friends, and even coworkers; those who support the immediate family and provide information to the various response agencies.

Family Assistance Center (FAC) - A secure facility where staff can provide information about missing persons who may be victims of the disaster, facilitate collecting information about missing persons, and facilitate the reunification of the deceased with next of kin.

Fatality - Death resulting from a disaster. This plan also uses the terms “dead,” “decedent,” and “human remains” to refer to a human fatality.

Final disposition - The burial, interment, cremation, or other final disposition of human remains.

Forensic pathologist - A physician who applies medical knowledge to questions of the law. The forensic pathologist’s specialty is the investigation and determination of cause and manner of death.

Human remains - The body of a deceased person, in whole or in parts, regardless of its stage of decomposition.
Logistics Response Assistance Teams (LRAT) - Responsible for maintaining and deploying the equipment caches for all National Disaster Medical System teams including DMORT, DMAT, and veterinary teams.

Mass fatality incident - As defined in the California Mass Fatality Management Guide, a catastrophic mass fatality incident is one in which the loss of life overwhelms California's mutual aid system and requires extraordinary support from State, Federal, and private resources.

Medical Examiner - A medical examiner is a public official who investigates by inquest any death not clearly resulting from natural causes, who is a qualified physician, often with advanced training in forensic pathology (the application of medical knowledge to questions of the law), and who is usually in an appointed position.

Morgue - A place in which dead bodies are temporarily kept until they are identified and claimed or until arrangements for final disposition have been made. Several types of morgues exist, including a county morgue, a temporary holding morgue or fatality collection point, an incident Morgue, and a regional incident Morgue.

County Morgue - A morgue operated by a county.

Temporary holding morgue or fatality collection point - A short-term shelter providing privacy and security of human remains and associated evidence until transportation to the incident Morgue is arranged. Holding morgues and/or fatality collection points are key components in the strategy for managing a surge of decreents.

Incident Morgue - A fully equipped mobile morgue that supports specially trained teams to provide morgue support to county Coroners/Medical Examiners that are affected by a catastrophic incident.

Regional Incident Morgue - Identical to the Incident Morgue in all but that decreents from multiple counties are processed at the same regional Incident Morgue. Coroners/Medical Examiners can opt in to or opt out of regional Incident Morgue participation. If the impacted Coroners/Medical Examiners opt in to the regional Incident Morgue, their primary responsibility is to prepare the decreents for transport to the Incident Morgue, assign a county-specific identification code, transport the decreents to the regional Incident Morgue, and sign death certificates.

3. Plan Assumptions

Widespread geographical dispersion of fatalities and a number of hidden and some destroyed human remains will hinder accurate and timely confirmation of fatalities and locations.

Determining the jurisdiction of a fatality may present unforeseen complexities (i.e., military, private, and/or tribal issues may generate jurisdictional and/or political challenge).

Marin County OA will be overwhelmed with fatalities almost immediately.

Coroners/Medical Examiners will be impacted by a significant lack of mass fatality management response capabilities and resources.

Blocked transportation routes in need of clearance or repair may delay Coroners transportation operations for more than 72 hours.

Coroners/Medical Examiners will require mutual aid beyond the regional level and response assistance from State and Federal entities.

California's Coroners' Mutual Aid System will be activated immediately.

In the event of a disaster, local government EOCs may be requested to provide various resources for fatality response and recovery operations through mutual assistance requests. Due to the scope of the incident, the resources requested may or may not be available. The inability of local government to assist would likely lead to requesting and utilizing resources from outside the OA.

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The OA Coroner’s Office will activate Family Assistant Centers (FAC) to provide a central location to help immediate family, other relatives, and friends of those persons directly affected by the incident.

All Family Assistant Centers (FAC) will be Access and Functional Needs (AFN) accessible.

Mutual aid and regulatory revisions may be leveraged to support the death care industry in mass fatality operations.

Coroners/Medical Examiners, hospitals, and the death care industry will coordinate closely to maximize surge capacity response capabilities.

In-bound mutual aid regional, state, and federal mass fatality management response resources will be delayed for more than 72 hours.

Coroner/Medical Examiner supplies and equipment necessary for the response may not be readily available.

Loss of power, inadequate water supply, and damaged communications systems will impede efforts to recover and manage the volume of dead, including efforts to assess the operability of pre-identified mass fatality facilities.

Resources for remains processing, death certificate issuance, and compliance with environmental and building code regulations will be significantly constrained.

Comprehensive OA hospital preparedness plans, establishing death care policies and procedures, may not be fully institutionalized.

Care for the deceased may not be prioritized in hospital emergency efforts.

OA Coroner tracking systems for human remains and personal effects, needed to support regional Incident Morgues, may be insufficient or missing.

The lack of a standardized and institutionalized local, regional, and statewide human remains tracking system will be problematic.

The lack of a standardized and institutionalized credentialing system for mass fatality management response personnel will be problematic.

The supply of refrigerated trucks will not meet the demand, making it difficult to ensure proper storage and transportation for the deceased.

Loss of power and/or the lack of generators and/or fuel will affect the OAs ability to cold store human remains.

The need to consider the varied cultural and religious practices of the deceased may complicate and delay the final disposition of human remains.

California Department of Justice will assist in identifying the deceased through their missing person’s database.

Only the Coroner’s Office will report OA number of deaths. All death count inquiries will be forwarded to the Coroner’s Office.

Local, State, and Federal agencies will coordinate with private insurance agencies to address fraud and wrongful death cases and to provide public information to mitigate fraudulent practices.

Hospitals significantly expand morgue capacities by adapting alternative space to accommodate the surge in mortality rates.

Local Coroners/Medical Examiners, hospitals, and the death care industry, as well as all emergency response agencies, continue to experience normal response caseloads.

Most hospital emergency preparedness efforts focus on doing “the greatest good for the greatest number” of living patients. Care for the deceased may not necessarily be a priority.
4. Concept of Operations

A catastrophic incident causes hundreds of deaths; the Marin County Operational Area EOC will be activated. County Coroner staff takes the lead in OA mass fatality operations to staff the EOC Operations Section, Coroner Division. OA Coroner staff will immediately coordinate with the Law Enforcement Region II Mutual Aid Coordinator and work within the California Coroners' Mutual Aid System. The OA EOC Coroner Division coordinates with Health and Human Services (HHS) to execute the Coroner's primary role of determining the most effective approach for managing human remains from incident to interment.

Local government jurisdiction EOCs are opened, and law enforcement leads local government fatality operations, assisting the OA Coroner in fatality transportation operations and establishing holding morgues and/or fatality collection points. Marin OA field operations execute search and recovery of human remains. Field assessments of fatality numbers and locations are reported to the OA EOC Coroner Division. The Coroner is the authority for reporting OA deaths. Emergency Medical Services (EMS) and hospitals refer all death count questions to the Coroner's Office.

The OA Coroner oversees human remains recovery to establish a confirmed identification for each decedent and complete required investigations. Human remains, fragments, and personal effects are collected at the holding morgue/fatality collection point and sorted for potential ease of identification and verification of each case number. Suspicious deaths are documented for further review at a county or incident morgue.

OA EOC Coroner Division staff coordinates a transportation schedule to transfer the decedent to an identified morgue. Transportation schedules operate on a 24-hour basis. State and Federal Department of Transportation (DOT) requirements are satisfied for the transportation of human remains.

Marin OA morgue operations are facilitated at temporary, county or regional Incident Morgues. The OA EOC Coroner Division coordinates with the Law Enforcement Region II Mutual Aid Coordinator when deciding to opt in to or opt out of using a regional incident morgue and/or to request Federal Disaster Mortuary Operational Response Teams (DMORT). These tasks will be executed during morgue operations: documenting the cause, manner, and mechanism of death; performing autopsies; confirming the identity of the deceased; providing a physical account of all deceased directly affected by the incident; providing death notification and a death certificate; and releasing the deceased and associated personal effects to the next of kin for final disposition.

OA EOC Coroner Division coordinates with morgue personnel to oversee temporary storage operations and transportation of the decedent to a final disposition location. Family Assistant Centers (FAC) are established to assist the legal next of kin in determining the best final disposition option. Final disposition options include individual burial, State-sponsored individual burial, entombment, temporary interment, voluntary cremation, and involuntary cremation. The legal next of kin will provide final disposition instructions to the morgue. The morgue coordinates transportation of the decedent for final disposition. The OA Coroner arranges transportation and handling of human remains for State-sponsored final disposition.

Local government and OA EOC staff coordinates with American Red Cross (ARC) to establish FAC locations and operations. OA Public and Mental Health personnel, as well as OA death care industry personnel, will assist in staffing FACs. FACs will do the following: provide a uniform level of immediate help to all survivors and families; establish a system to collect information from families of the deceased; assist in decedent identification; provide an understanding of fatality management operations to the families of the deceased; provide information on immediate financial assistance to the decedent's families to help cover funeral costs and other related expenses until insurance claims or settlements take place.

The OA EOC Coroner Division works within the California Coroners' Mutual Aid System to determine the end of Marin OA mass fatality operations and to demobilize the OA EOC Coroner Division.
5. Operational Charts

Mass Fatality Operational Phases


6. Morgue operations


Mass Fatality Mutual Aid Coordination

Cal EMA Coroner/M.E. Mutual Aid System

Emergency Operations Facilities

Cal EMA State Operations Center (SOC)

Coroner/M.E. Mutual Aid Special Operations Unit

Cal EMA Coastal Regional Emergency Operations Center (REOC)

Operational Area Emergency Operations Center (EOC)

Federal Joint Field Office (JFO)

County Coroner/Medical Examiner

Coordination

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6. Marin OA Roles and Responsibilities

**Cities and Towns**
- Open EOC and coordinate operations with OA EOC.
- Provide direction from Coroner Division to field personnel regarding fatality operations.
- Gather and report information from first responders regarding fatality situations and locations to OA EOC.
- Coordinate staff and assist FAC operations, as needed.

**Local Government Director of Emergency Services**
- Declares local emergency, as needed.
- Coordinates with OA EOC Management to facilitate OA emergency declaration.

**Local Government Law Enforcement**
- Identifies, secures, and reports fatality locations to OA EOC.
- Provides security and perimeter control where remains are collected, stored, or processed.
- Is prepared to perform fatality search, rescue, and recovery activities.
- Is prepared to conduct fatality investigation procedures.
- Assists in fatality transportation security and coordination.

**Local Government Fire**
- Identifies, secures, and reports fatality locations to OA EOC.
- Is prepared to perform fatality search, rescue, and recovery activities.
- Assists in fatality transportation coordination.
- Assists with decontamination operations.

**Local Public Information Officer (PIO)**
- Staffs and coordinates PIO efforts with OA JIC.

7. Time-Based Objectives Matrix

The Time-Based Objectives Matrix below comprises a guiding set of chronological decision triggers, operational objectives, and related tasks to be completed in order to achieve those objectives in the event of a catastrophic incident. Operational phases are overlapped, due to the structure of the matrix. A decision trigger to begin operations is identified. The Lead, Coordinating, and Supporting Entity columns identify the related agency or EOC role detailed in the definitions below. The actual incident will drive many elements of this matrix and could change the order of operations and/or role assignments described in this section.

For the purpose of this summary, only the E to E+72 hrs objectives are listed. See the Plan itself for additional details.

**E** - Earthquake (ex: E +72 hours – Earthquake plus 72 hours, or 3 days after the earthquake).

**Lead Entity** – Agency or EOC role that fills the primary decision-making role. Staffs the lead branch or unit in the ICS structure to make lead decisions for the EOC Incident Action Plan (IAP); gathers critical field information and directs operations to achieve EOC IAP objectives.

**Coordinating Entity** – Agency or EOC role that staffs the coordinating branches or units in the ICS structure, gathers critical field information, and coordinates agency assets to achieve incident objectives.
## Supporting Entity

Agency or EOC role that supports branches or units in the ICS structure by providing essential services and/or logistics necessary to achieve the incident objectives.

<table>
<thead>
<tr>
<th>Timeframe</th>
<th>Operations</th>
<th>Lead Entity</th>
<th>Coordinating Entity</th>
<th>Supporting Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>E to E+72 hrs</td>
<td>Field response begins. Establish fatality collection point locations. Gather and report field intelligence to local government and OA EOC.</td>
<td>Fire, law enforcement, DPW, hospital field personnel</td>
<td>Local government EOC</td>
<td>Fire, law enforcement, DPW, hospital field personnel</td>
</tr>
<tr>
<td>E to E+72 hrs</td>
<td>Activate local govt EOC. Gather and report field intelligence to OA EOC.</td>
<td>Local government emergency management</td>
<td>OA EOC</td>
<td>Fire, law enforcement, DPW, hospital field personnel</td>
</tr>
<tr>
<td>E to E+72 hrs</td>
<td>Activate OA EOC. Gather and report field intelligence to REOC.</td>
<td>MCSO OES</td>
<td>OA agencies</td>
<td>Local government EOC</td>
</tr>
<tr>
<td>E to E+72 hrs</td>
<td>Gather fatality reports and locations. Begin recovery of remains and personal effects.</td>
<td>Coroner Division</td>
<td>MCSO SAR, Public Health Unit, local government EOC</td>
<td>Fire, law enforcement, DPW, hospital field personnel</td>
</tr>
<tr>
<td>E to E+72 hrs</td>
<td>Establish communication with death care industry, hospitals, and health care organizations.</td>
<td>Coroner Division</td>
<td>Public Health Unit</td>
<td>Communications Unit, local government EOC</td>
</tr>
<tr>
<td>E to E+72 hrs</td>
<td>Establish systems for recovering and processing human remains and personal effects and for mass fatality investigations.</td>
<td>Coroner Division</td>
<td>MCSO SAR, Public Health Unit, local government EOC</td>
<td>Fire, law enforcement, DPW, hospital field personnel</td>
</tr>
<tr>
<td>E to E+72 hrs</td>
<td>Provide necessary tracking system resources to field personnel (e.g., forms, ID tags, body bags, personal effect bags).</td>
<td>Coroner Division</td>
<td>MCSO SAR, Public Health Unit, local government EOC</td>
<td>Resource Unit</td>
</tr>
<tr>
<td>E to E+72 hrs</td>
<td>Provide environmental health consult on fatalities in contact with water systems and sources.</td>
<td>Environmental Health Unit</td>
<td>Public Health Unit</td>
<td>Coroner Division</td>
</tr>
</tbody>
</table>

## DECISION TRIGGER

Catastrophic or significant incident causing an estimated 500-1000 OA fatalities.

**OBJECTIVE:** Assess situation. Begin mass fatality operations planning.

**TASK:** Gather field intelligence. Establish EOC mass fatality operational priorities. Establish death care industry networks.

<table>
<thead>
<tr>
<th>Timeframe</th>
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<th>Lead Entity</th>
<th>Coordinating Entity</th>
<th>Supporting Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>E to E+72 hrs</td>
<td>Establish contact with Law Enforcement Region II Mutual Aid Coordinator.</td>
<td>Coroner Division</td>
<td>Law Enforcement Region II</td>
<td>Communications Unit</td>
</tr>
<tr>
<td>E to E+72 hrs</td>
<td>Initiate inquiries to the State to implement altered standards of death care, as necessary.</td>
<td>Coroner Division</td>
<td>California Region II Law Enforcement, Regional CalEMA, State CalEMA</td>
<td>Public Health, local government EOC</td>
</tr>
<tr>
<td>E to E+72 hrs</td>
<td>Establish Coroner Department Operations Center (DOC) as needed.</td>
<td>Coroner Division</td>
<td>MCSO SAR, Public Health, local government EOC</td>
<td>Death care industry</td>
</tr>
<tr>
<td>E to E+72 hrs</td>
<td>Establish temporary morgue operations. Identify mobile and stationary refrigeration units/facilities.</td>
<td>Coroner Division</td>
<td>Death Care Industry</td>
<td>Local government EOC, Private Sector Liaison</td>
</tr>
<tr>
<td>E to E+72 hrs</td>
<td>Coordinate fatality transportation to temporary morgues.</td>
<td>Coroner Division</td>
<td>Transportation Unit</td>
<td>DPW Roads, Water Operations</td>
</tr>
<tr>
<td>E to E+72 hrs</td>
<td>Coordinate with hospitals and health care organizations to assess situation and provide long-term mass fatality management guidance.</td>
<td>Coroner Division</td>
<td>Public Health Unit</td>
<td>Hospitals, health care organizations, local government EOC</td>
</tr>
</tbody>
</table>

**DECISION TRIGGER:** Fatality intelligence confirms over 100 deaths. Fatalities are collecting in the field. Hospitals are overwhelmed and have no room for fatality storage.

**OBJECTIVE:** Begin mass fatality management. Coordinate with Law Enforcement Region II Mutual Aid Coordinator.

**TASK:** Establish fatality transportation and temporary morgue operations. Work within the California Coroners' Mutual Aid System. Provide extended fatality management guidance to hospital personnel. Coordinate fatality public messaging with JIC.
<table>
<thead>
<tr>
<th>Time Frame</th>
<th>Action</th>
<th>Responsible Party</th>
<th>Supporting Agencies</th>
</tr>
</thead>
<tbody>
<tr>
<td>E to E+ 72 hrs</td>
<td>Establish contact with DMORT.</td>
<td>Coroner Division</td>
<td>Law Enforcement Region II Coroner/Medical Examiner Mutual Aid Coordinator, CalEMA</td>
</tr>
<tr>
<td>E to E+ 72 hrs</td>
<td>Determine regional Incident Morgue location.</td>
<td>Coroner Division</td>
<td>Planning Section, Local government EOC</td>
</tr>
<tr>
<td>E to E+ 72 hrs</td>
<td>Opt in to or opt out of DMORT regional Incident Morgue operations.</td>
<td>Coroner Division</td>
<td>Law Enforcement Region II Coroner/Medical Examiner Mutual Aid Coordinator, Local government EOC</td>
</tr>
<tr>
<td>E to E+ 72 hrs</td>
<td>Communicate regional Incident Morgue requirements to field operations.</td>
<td>Coroner Division</td>
<td>MCSO SAR, Public Health Unit, Fire, law enforcement, DPW, hospital field personnel</td>
</tr>
<tr>
<td>E to E+ 72 hrs</td>
<td>Provide appropriate public messaging regarding regional Incident Morgue operations to JIC.</td>
<td>Coroner Division</td>
<td>PIO, Public Health, Mental Health, local government EOC</td>
</tr>
<tr>
<td>E to E+ 72 hrs</td>
<td>Support regional Incident Morgue operations with OA resources, as necessary.</td>
<td>Coroner Division</td>
<td>Resources Unit, Public Health Unit, local government EOC</td>
</tr>
</tbody>
</table>

DECISION TRIGGER: Morgue operations are insufficient to handle fatality numbers. Neighboring counties request regional Incident Morgue participation.

OBJECTIVE: Coordinate with FEMA Region IX DMORT to access regional Incident Morgue resources.

TASK: Determine regional Incident Morgue location. Provide regional Incident Morgue staff support. Provide public information regarding regional Incident Morgue operations.
Medical/Health Annex Summary

1. Overview

The Marin Operational Area Medical/Health response strategy is based on six goals:
- Maintain medical capabilities provisions for self-sufficiency for 72 hours or more.
- Recognize and characterize the event as quickly as possible.
- Save as many lives as possible.
- Minimize morbidity/mortality from disease and/or injury to the extent possible.
- Utilize all existing resources within the county prior to requesting regional/state/federal assistance.
- Provide timely and accurate medical and public health information and guidance to affected populations and responding organizations.

The Marin County Department of Health and Health Services (MCDHHS) provides the lead role in the early detection, identification of, and initiating the response to a bioterrorist and other major public health events.

Early prophylaxis of First Responders, is intended to help safeguard critical public safety, medical and emergency medical infrastructure for management of the event. Prophylaxis of these groups would be rapidly administered in order of their respective risk of exposure to the disease. MCDHHS maintains a limited local pharmaceutical cache that will be used to prophylax first responders while awaiting receipt of additional medical supplies.

The City of Novato and Novato Fire District have an existing agreement and a distribution plan with Marin Health and Human Services to provide this prophylaxis to City and District personnel. This plan was tested as part of a regional exercise in November, 2014.

In addition to the general authority to take steps necessary to control contagious, infectious and communicable disease, the Public Health Officer has the specific statutory authority to require strict or modified isolation or quarantine of persons and/or places.

2. Assumptions

- A medical or public health emergency and its impacts may develop slowly over days and weeks or may occur suddenly and without warning.
- Any large scale emergency will likely overwhelm baseline medical/health resources.
- Any major disaster with medical or public health implications in the San Francisco Bay Area will affect the Marin Operational Area (OA). Mutual aid will be impacted.
- State and federal medical aid/support may be available but only after a delay of at least 48-72 hours.
- Biological agents and toxins may contaminate/infect staff, equipment, and facilities. This will impair response by EMS, hospitals and labs.
- The Marin OA Emergency Operations Center (EOC) may not be fully activated or staffed during the early stages of a medical or public health event.
- The Strategic National Stockpile (SNS) of pharmaceuticals and equipment will be available.
- In a pandemic event, the Homeland Security Council estimates that approximately up to 40% of the workforce may not be able to report to work.

3. Concept of Operations

The response to a medical/health emergency will be an integrated response by the government of Marin County, incorporated cities and towns, special districts, private sector health care providers located in Marin County and other elements such as community-based organizations (CBO). Assistance from external sources will be requested as needed through the Marin OA EOC using the Standardized Emergency Management System (SEMS)/ National Incident Management System (NIMS).
Within the Marin OA EOC Operations Section, the Medical/Health Branch coordinates and prioritizes requests from local responders and obtains medical/health personnel, supplies, and equipment. The Medical/Health Operational Area Coordinator (MHOAC) coordinates medical/health mutual aid, including emergency medical and public health resources. Medical volunteers may be used to work at field treatment sites in the event hospital emergency departments must handle more critical patients; dispensing sites; and at local hospitals requesting additional staff. The Marin OA EOC Logistics Section will assist the Medical Health Branch in obtaining and delivering medical supplies, equipment and support services.

In a bioterrorism event, Law Enforcement will provide initial Incident Command as bioterrorism is a criminal activity. However, Marin County Department of Health and Human Services (MCDHHS) will be the lead agency in determining the extent and containing the spread of disease.

In a bioterrorism event or other public health emergency, the Public Health Officer (PHO) serves a key advisor to the Incident Commander and Marin OA EOC Director. MCDHHS staff and the PHO are also primary participants in the determination of and implementation of appropriate protective strategies (e.g., isolation and quarantine, use of personal protective equipment).

Recognition and characterization of an infectious disease outbreak or other public health emergency will be accomplished through a continuing program of surveillance, epidemiological activities and reference laboratory services, coordinated by the MCDHHS and private sector health care providers within the Marin OA. This may require the activation of Surveillance & Epidemiologic Response Teams (Epi-SERTs).

4. Roles and Responsibilities

Law Enforcement
- Provide initial Incident Command and establish Unified Incident Command as appropriate.
- Collaborate with the Medical Health Branch to ensure the safe deployment of any medical healthcare disaster workers, equipment, and/or supplies.
- Coordinate closely with MCDHHS, Environmental Health Services and PHO to ensure chain of custody of biologic samples and other potential evidence.
- Provide assistance to the PHO to enforce Public Health measures including isolation and quarantine (see Public Health Officer Authorities).
- Coordinate support from appropriate law enforcement agencies for support to implement protective actions such as mass chemoprophylaxis/mass vaccination, Field Treatment Site Safety, shelter-in-place and evacuation when determined to be necessary.

Fire Services
- Participate in Unified Incident Command as appropriate.
- Provide personnel decontamination support as required. Hospital and other health care facilities, in particular, may require this support.
- Provide Hazmat team/personnel with appropriate PPE.

Emergency Medical Services (e.g., EMTs, paramedics, dispatch, hospital emergency depts.)
- Operate in accordance with current County of Marin Emergency Medical Services (EMS) policies and procedures for coordination of patient destinations and treatment protocols.
- Perform triage.
- Coordinate with hospitals and OA EOC (when activated) for patient destinations.
- Decontaminate patients prior to hospital transport, when appropriate.

Marin County Hazmat Response Team
- Coordinate closely with law enforcement to preserve evidence and ensure proper chain-of-custody during suspected or confirmed bioterrorism events.

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• Advise the Incident Commander on levels and extent of decontamination needed and protective actions such as shelter-in-place and evacuation.
• Coordinate closely with MCDHHS, Environmental Health Services and PHO to ensure proper packaging of biologic samples and other potential evidence.
• Gather information regarding the agent in coordination with Environmental Health Services and the PHO (e.g. specimen collection and field screening/testing).

5. Risk Communications

MCDHHS maintains risk communications plans for a variety of public health threats and emergencies. These plans contain detailed procedures, references, and resources including Frequently Asked Questions (FAQs).

Methods of information dissemination may include any or all of the following: conference calls, email distribution, fax, press releases, media briefings and conferences, hotlines, the Telephone Emergency Notification System (TENS), door-to-door, public meetings, and website postings.

Following CDC standards, communications may be classified as follows:
• Health Alert – Conveys the highest level of importance, warrants immediate action or attention.
• Health Advisory – Provides important information for a specific incident or situation; may not require immediate action.
• Health Update – Provides updated information regarding an incident or situation, unlikely to require immediate action.

In these events, the Novato EOC PIO’s should make contact with the Marin EOC PIO’s and ask to be included in the Joint Information Center (JIC) to coordinate messaging.

6. Limiting the Movement of Individuals and Groups

Prevention and control of communicable diseases which threaten public health may require strategies that involve limiting the movement of individuals and groups, and which utilize general and specific statutory authorities. These strategies may include isolation and quarantine, closure of public gatherings, evacuation, and (less likely) curfew. The strategies seek to maintain a balance between constitutional protections such as individual liberty and due process, and the need to protect the public’s health.

The PHO, with support from and in coordination with the EOC, has the following objectives:
• Determine when communicable disease prevention and control strategies are required, which involve limiting the movement of individuals and groups.
• Coordinate with Local, State and Federal officials and use County Health Officer authorities to institute these measures in Marin County.
• Maintain communication with other County agencies, hospitals, clinics, and the medical community to institute these measures.
• Ensure that appropriate and accurate information is provided to the public.

Supporting documents (Limiting the Movement of Individuals and Groups - MCDHHS) address details of Health Officer orders such as form, contents, service, orders directed to a mass, enforcement authority, and challenges.

Isolation / Quarantine

Isolation and Quarantine procedures are maintained by MCDHHS, in cooperation with County Counsel. Prevention and control of highly communicable diseases that threaten public health may require the use of isolation and/or quarantine measures which must be consistent with constitutional requirements.

1. Authority to Isolate and Quarantine.

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In addition to the general authority to take steps necessary to control contagious, infectious and communicable disease, Health Officers have the specific statutory authority to require strict or modified isolation or quarantine of persons and/or places. Health Officers may also quarantine any place or person when the procedure is necessary to enforce the regulations of DHS. However, no quarantine may be imposed upon a person residing in a city in another county without written consent of CDHS. In certain situations, Health Officers may be directed to enforce a CDHS mass quarantine order.

2. Distinction between Isolation and Quarantine.
Isolation refers to the separation of persons who have been infected with an infectious agent from other persons. Quarantine refers to the separation and restriction of movement of persons who, while not yet ill, have been or may have been exposed to an infectious agent and therefore may become infectious.

Data from modeling studies suggest that community containment measures such as quarantine are effective for controlling an outbreak even if compliance is less than perfect. Optimally, quarantine applied on a voluntary basis will afford sufficient compliance to attain the necessary effect. Isolation or Quarantine orders will be utilized with the awareness that a strong justification is needed to intrude on a patient’s freedom of movement, bodily integrity, or privacy and effort should be made to minimize the impact on personal liberty.

3. Places of Quarantine or Isolation.
There are several alternatives for the location of the isolation or quarantine of persons. People in isolation or quarantine may be cared for in their homes, in hospitals, or in designated healthcare facilities. Home isolation may be the easiest and the least intrusive, but compliance is the most difficult to monitor.

Enforcement of involuntary quarantine and isolation orders will trigger application of constitutional safeguards such as notice, a pre or post-confinement hearing within a reasonable time, and other procedural protections. Isolation and quarantine orders cannot be “arbitrary, oppressive and unreasonable.” These orders must have documentation that factually supports the justification for the proposed isolation and/or quarantine.

5. Large-Scale Quarantine/Isolation.
PHO sequestration of large groups or geographic areas is considered where there is a serious risk of widespread disease transmission with sufficient risk of serious illness or death. The PHO’s authority may be impacted by the scale and location of the outbreak. When a contagious event affects or has potential to spread into/from the Marin OA into/from a neighboring jurisdiction, the PHO needs CDHS’s written consent to establish a quarantine. If large sections of the state are implicated, CDHS will direct the PHO’s actions. Where national or inter-state measures are needed, the CDC has authority to implement quarantine upon Presidential Executive Order.

6. Isolation and Quarantine Orders.
There is no express content or method of service statutorily mandated for isolation and quarantine orders. However, the PHO orders must be consistent with applicable constitutional requirements. As with any other PHO order, the content and appropriate procedures for isolation and quarantine orders are fact dependent and must be determined by the particular circumstances.

7. Additional information

Additional information on public gatherings, evacuations, curfews, and legal authorities is included in the Medical/Health Annex.

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Oil Spill Annex Summary

1. Overview

Oil is a vital energy resource and has a critical role in National, State and Bay Area economies. Oil is a resource in high demand throughout the globe. Marine vessels remain a popular means of oil transport, as do large ground transportation tankers.

Due to large-scale international, national and local marine commerce and transportation, Marin County and the San Francisco Bay Area coastal waters are distinctly vulnerable to large oil spills. The Ports of Oakland and San Francisco, numerous Bay Area ferry systems, two oil refineries, three major bridges and common dense fog present a high oil spill risk for the Bay Area. An oil spill can have an extraordinary negative impact on marine and inland water ecosystems, fish, wildlife, water resources and property, which can last for decades.

These risks to life, environment and property require a coordinated, timely and effective local government oil spill emergency management plan. This Oil Spill Annex addresses coastal and bay water spill response operations. The Marin County Department of Public Works Waste Management Division’s Hazardous Materials Area Plan applies to inland spill response operations. Fortunately, Novato has minimal exposure to these incidents, along the bay front in the Hamilton/Bel Marin Keys areas.

Response to oil spills is unique for several reasons. Unlike other hazards, an oil spill was created by an organization, usually a private sector firm, which is called the Responsible Party (RP). The RP is financially responsible for any damage. Federal and State legislation mandates oil spill response procedures and financial responsibility guidelines. RPs usually hire regulated Oil Spill Response Organizations (OSROs), which are regulatory first responders specializing in spill response. Numerous environmental agencies will also be involved with response operations.

Oil is a hazardous material with numerous and distinct life/health threatening characteristics and properties which affect response tactics. It is a toxic substance and human contact during response operations is subject to Occupational Safety and Health Administration (OSHA) guidelines. Oiled wildlife rescue and rehabilitation operations are extraordinarily specialized and laborious.

A high level of Bay Area volunteer interest is guaranteed. Immediate and ongoing public information and press coordination will be essential. Local government must have an ongoing understanding of their affected areas and corresponding recovery needs to communicate to the Unified Command (UC). Working with UC response priorities and communication protocols will greatly assist local governments in achieving their operational area protection priorities, recovery needs and public concerns.

Due to the multi-agency response and intense public awareness during spill events, effective local government oil spill emergency management is necessary to work with Federal, State and private agencies in a National Incident Management Systems (NIMS) setting.

2. Purpose:

This Annex to the Marin Operational Area Emergency Operations Plan (EOP) provides information and guidance that is specific to the oil spill threat. The overall emergency management concepts, policies, and procedures contained in the Marin County EOP and the California Bay Area Regional Contingency Plan (RECP) remain in place.
3. Acronyms/Definitions:

**Bbl**
One barrel (= 42 gallons of oil).

**Boom**
On-water equipment measured in feet (length) and inches (circumference and skirts) is used to contain, divert and absorb oil.
- Containment, “swamp” or “hard” boom is used to contain/divert oil to a location for clean-up.
- Sorbant, “river” or “harbor” boom is used to outline shores, marshes, boats or docks for protection from and absorbing oil.

**Decon**
Decontamination function used to dispose of hazardous oiled waste, boom and other response items. Decon is a specialized hazardous material waste function and must be performed by authorized personnel and procedures.

**Dispersant**
Chemical agents formulated to emulsify, disperse, or dissolve oil into the water.

**Emulsification**
The process by which oil is mixed with water.

**Globs**
Large (bucket) to medium (hand full) sized clumps of oil with a thick, liquid, gluey consistency. Globs are generally suspended in water.

**Oil weathering process**
Oil moves through the water, emulsifies and creates a sheen residue. After a few days in water, oil breaks down into globs. After a few more days in water, oil decomposes further into tar balls. Tar balls wash up on shoreline with the tide. Oil has a higher toxicity when it is liquid, shiny and has a strong odor.

**OWCN**
Oiled Wildlife Care Network. A network of 25 trained wildlife care organizations within California. The Office of Spill Prevention and Response (OSPR) collaborates with the UC Davis OWCN for oiled wildlife response during an oil spill incident.

**SCAT**
Shoreline Cleanup Assessment Technology teams. SCAT is deployed by UC to assess and recommend OSRO clean-up techniques for the next operational period. SCAT is more frequent at the beginning of an incident and tapers off towards the end.

**Sheen**
The shiny, opalescent residue left by oil as it moves through water.

**Shoreline segment**
Numbered shoreline areas designated in the ACP. Shoreline cleanup operations are organized by shoreline segment.

**Shoreline segment sign off**
Recommended by SCAT and coordinated with jurisdictional agency reps to end all shoreline clean up treatments.
Skimmer
A boat or drum used for on-water oil clean-up.

Snare or “Pom poms”
Strips of sorbent material, gathered in groups, tied at intervals on ropes. Light and easy to deploy quickly. Snare can be hazardous for birds and other sea life.

Tar balls
Fragments of weathered, sticky oil, shaped in small coin sized balls. Tar balls are generally found on shore.

4. Assumptions:

The primary oil spill threat in Marin County is the transportation of petroleum products via large tanker or cargo vessels in the San Francisco Bay and along the northern California coast. For Novato it is limited to the San Francisco Bay.

A large or complex Bay Area oil spill incident will trigger the activation of a Unified Command (UC) Incident Command Post (ICP). OPA 90 legislation will apply and response operations will be conducted according to the San Francisco Bay & Delta Area Contingency Plan (ACP).

A large Bay Area oil spill will require regional coordination between Bay Area jurisdictions.

The Unified Command will coordinate with Local Government operations via Liaison Officer and/or the Local Government On Scene Coordinator (LGOSC) option.

Unified Command will provide the most experienced personnel and response equipment to an oil spill and will need few resources from Local Government.

Unified Command will coordinate with and possibly request Local Government assistance to provide beach closure procedures, security access to affected shorelines and property, public information coordination (JIC), local area specific information (cultural, logistical and operational) and spontaneous volunteer coordination.

Local government agencies and citizens will expect swift and immediate response in the early stages of an oil spill incident. Many local government first response agencies will take appropriate actions, per their jurisdictional authorities, to carry out public safety and wildlife rescue missions.

On-water clean-up will be handled by air and marine operations in the first few days. Shoreline clean-up will begin once oil has hit the shoreline and progress until the oil is cleaned up to an agreed upon status.

Oiled wildlife care will be handled by the Oiled Wildlife Care Network (OWCN). Other wildlife care organizations will coordinate with the Unified Command and OWCN.

There are many types and grades of oil. The public and environmental health threat, as well as response techniques, will vary depending on the specific properties of the oil spilled.

Controversial containment and remedial actions may be employed such as chemical countermeasures (dispersants, shoreline cleaners, solidifiers, de-emulsifiers) and in-situ burning.

Media interest will be significant. A Joint Information Center (JIC) will be established by UC to coordinate with local agency JICs and Public Information Officers (PIO). UC and local government JICs will release immediate and ongoing, timely public information.

Volunteer and Bay Area non-government organizations (NGO) interest will be significant.

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5. Background:

The following is an overview of the various legislative policies, response plans, organizations and agencies involved in a Bay Area oil spill incident.

State & Federal oil spill response
The Oil Pollution Act of 1990 (OPA 90) legislates that a Unified Command be established for response operations using the National Incident Management System (NIMS). A Federal On Scene Coordinator (FOSC), a State On Scene Coordinator (SOSC) and the Responsible Party (RP) sit in Unified Command. The US Coast Guard Captain of the Port (COTP) acts as the FOSC for marine water spills and US Environmental Protection Agency (EPA) for inland spills. California Department of Fish and Game (DFG) Office of Spill Prevention and Response (OSPR) acts as the SOSC. The RP has the right to first decision regarding response tactics. The FOSC effectively has 51% of the authority and responsibility in Unified Command. The FOSC can commandeer and re-direct response if the operations are not effective.

Local Government concerns are communicated by the Liaison Officer. A Local Government On Scene Coordinator (LGOSC) option can be activated (by the FOSC) via the San Francisco Bay Area Regional Contingency Plan (RECP) to sit as a full member of Unified Command. Local governments can also request the LGOSC option be activated. The LGOSC will enter UC with an understanding of the concerns of all operational areas affected, as well as the ability to authorize and deploy resources on behalf of local governments in the Bay Area region.

6. Oil Spill Response Plans:

National Contingency Plan (NCP)
The National Oil and Hazardous Substances Pollution Contingency Plan, more commonly called the National Contingency Plan or NCP is the federal response blueprint for both oil spills and hazardous substance releases. The NCP outlines national response capability and promotes overall coordination among the hierarchy of oil spill responders and contingency plans. The NCP establishes the National Response Team (NRT) and the Regional Response Team (RRT) for national oil spill response support and resources. The NCP also establishes the Superfund and the National Pollution Fund to facilitate federal funding for oil spill response and clean-up.

Regional Contingency Plan (RCP)
The Regional Contingency Plan (RCP) outlines the oil spill response plan and resource coordination for FEMA regions within the NCP. The County of Marin is in FEMA Region IX, which includes California, Nevada and Arizona.

Area Contingency Plan (ACP)
The Area Contingency Plan (ACP) outlines the oil spill response plan and resource coordination for a specific geographic area of response. The County of Marin is included in the San Francisco Bay & Delta (SFBD) area in Geographic Response Areas (GRAs) 1, 2, and 4.

Local Contingency Plan (LCP)
The Local Contingency Plan (LCP) outlines the oil spill response plan and resource coordination for a specific operational area. This Oil Spill Annex to the Marin County Operational Area Emergency Operations Plan serves as the County of Marin’s LCP.

7. Notification:

Oil spill incidents and oil sightings are called into the National Response Center (NRC). The NRC notifies the Federal On Scene Coordinator (FOSC) and the State Warning Center (CSWC) via email or fax. The CSWC is responsible for all local government notifications. Local governments may also initiate notification by contacting the National Response Center (NRC) or the State Warning Center (SWC).

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Marin Operational Area agencies are subsequently notified by the Sheriff's Communications Center and the Sheriff's Office of Emergency Services as per the procedure diagrammed below.

8. Concept of Operations:

Once an oil spill report is validated, all parties are notified and the FOSC, SOSC and RP determine a response level. In a large spill, an ICP location will be identified and UC operations set up. The Coast Guard will manage on-water clean-up. The RP will hire OSROs and response personnel to assist in on-water and shoreline clean-up. An Environmental Unit is activated in the Planning Section of the UC and will coordinate with the numerous
environmental protection agencies. A Wildlife Branch is activated under the Operations Section of the UC and will coordinate wildlife rescue and rehabilitation response with the Oiled Wildlife Care Network (OWCN).

Local government will report to the ICP via the Liaison Officer or, if activated by the FOSC, the Local Government On Scene Coordinator (LGOSC). Via the Regional Coordination Group (RCP), local government may also request the LGOSC position be activated. The JIC will coordinate public information and press releases. Local agencies can coordinate with the JIC and the Op Area EOC to request field PIOs if necessary.

The UC will facilitate an Incident Action Plan (IAP) for each Operational Period (OP). The UC will establish protection strategies for each OP and direct operations for shoreline clean-up response using Shoreline Cleanup Assessment Technique (SCAT) teams. The UC OP objectives will be established giving Sensitive Sites first priority, Cultural Sites second priority and Economic Sites third priority. Beach closures will be determined by Unified Command.

Local agencies with jurisdictional authority will post signs and enforce beach closures. Ongoing clean-up operations will be managed by identified ACP shoreline segments and coordinated via the IAP. The Marin County EOC will make use of existing public safety agencies, including fire districts to logistically support distribution of oil spill response equipment to local county agencies. The Marin Humane Society (MHS) will coordinate with the Marin County EOC and OWCN and activate their local wildlife rescue and response plans.

Once clean-up operations have restored the affected area to an agreed upon status, shoreline segment sign offs will be coordinated with the appropriate jurisdictions and clean-up will be terminated. Beach openings will be coordinated by UC and the appropriate jurisdictional authority.

If oil reappears, the appropriate jurisdictions will be notified and the oil will be tested to determine its origin. When oil is traced to the RP, SCAT and clean-up operations will begin. Shoreline segment sign offs will be conducted and operations will be terminated.

A high level of volunteer interest is assumed. The UC will make an incident specific decision as to what capacity volunteers will be used and determine the training level required. Local government can activate Emergency Volunteer Center (EVC) operations and work with UC to manage volunteer influx.

9. Roles and Responsibilities:

The following Marin County first responders should be prepared to act as Cooperating or Assisting Agencies to Unified Command in a large Bay Area oil spill.

**Sheriff's Communications Center**

- Make initial notifications as needed:
  - Sheriff’s OES.
  - Sheriff’s Staff.
  - Sheriff’s Watch Commander.
  - Fire agencies with potentially affected areas.
  - Law agencies with potentially affected areas.
  - Woodacre Fire Command Center.

**Woodacre Fire Command Center**

- Notify Duty Chief.
- Notify potentially affected coastal fire districts.

**Fire Agencies**

- Be prepared to provide EMS and emergency response as necessary.
• Be prepared to escort volunteers in teams.
• Be prepared to logistically support distribution of oil spill response equipment to local county agencies via EOC operations.

**Law Enforcement**
• Facilitate shoreline security and other affected property closing security as appropriate.

**HazMat Team**
• Be prepared to provide Hazmat consult to EOC.

**Sheriff's Office of Emergency Services**
• Make initial notifications as needed:
  • Environmental Health.
  • Parks and Open Space Department.
  • Department of Public Works.
  • Potentially affected cities/towns.
• Staff Unified Command with a Liaison Officer.
• Activate and staff EOC as necessary.
• Be prepared to staff the LGOSC function if option is activated by FOSC.
• Activate PIO staff and perform public information duties as directed.
• Staff and coordinate with Unified Command JIC as appropriate.
• Perform as Assisting or Cooperating Agency with UC operations.
• Assess UC operations regarding Marin County needs, report to Marin County leadership.
• Be prepared to coordinate purchase and distribution of oil spill response equipment to local county agencies via EOC operations.
• Activate local EVC operations as requested by UC or Marin County leadership.
• Activate OES Emergency Conference Call to inform cities, towns and special districts.
• Participate in Cal EMA conference calls as scheduled.
• Communicate ongoing clean-up/recovery status through segment sign off to cities, towns and special districts, as needed.

**Environmental Health**
• Assess potential impact to public health; report to Sheriff's OES.
• Be prepared to staff JIC with PIO.

**Marin Municipal Water District**
• Assess impact to Marin County water sources; report to Sheriff's OES.

**Other Water Districts**
• Assess impact to Marin County water sources; report to Sheriff's OES.

**Public Works**
• Assess impact to inland creeks and waterways, report to Sheriff's OES.
• Be prepared to conduct inland creek and waterway protection strategies as necessary.
• Be prepared to support purchase and distribution of oil spill response equipment to local county agencies via EOC operations.
• Be prepared to conduct volunteer training as necessary.
• Be prepared to provide hazardous material disposal support as necessary.

**Marin Humane Society (MHS)**
• Assess impact to local wildlife; report to Sheriff's OES.

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• Coordinate wildlife rescue and response procedures with Oiled Wildlife Care Network (OWCN).
• Be prepared to perform wildlife rescue missions per jurisdictional authority.

Emergency Volunteer Centers (EVC)
• Be prepared to activate emergency volunteer operations as requested.
• Receive, register and facilitate volunteer training as requested.
• Coordinate volunteer management with regional Non-Government Organizations (NGOs) as necessary.
Recovery Subsidiary Plan Summary

1. Overview

The Regional Emergency Coordination Plan (RECP) provides an all hazards framework for collaboration among responsible entities and coordination during emergencies in the San Francisco Bay Area. The RECP Recovery Subsidiary Plan describes operational concepts relating to recovery, identifies components of a recovery organization, and describes general responsibilities of the OES and other entities for the restoration of communities in the region. The RECP Recovery Subsidiary Plan also identifies resources that state and federal agencies may provide.

During the recovery from an actual disaster, the scope of coordination for recovery may encompass other counties in the Coastal Region, or include counties from other OES regions.

The RECP Recovery Subsidiary Plan applies to the 90-day period following a major disaster. The Plan describes the transition from the immediate response to a disaster to operations in which the recovery of affected communities is emphasized.

The RECP Recovery Subsidiary Plan describes the effects of a major earthquake because it is likely to have the greatest impact of any type of incident on the region, in terms of damage to housing, infrastructure, and the economy. The concepts described in this document, however, are applicable to disasters resulting from other incidents, regardless of type.

2. Roles and Responsibilities:

Operations Under SEMS
As described in the RECP Base Plan, local, county, regional, and state agencies respond to an emergency or disaster in accordance with SEMS. Under SEMS, local governments and special districts respond directly to incidents within their respective jurisdictions, and request resources through mutual aid systems and Operational Area Emergency Operations Centers (EOCs). OES, through the Regional Emergency Operations Center (REOC) and State Operations Centers (SOC), provides resources to support the Operational Areas by engaging resources in other regions of the state, state agencies, or out-of-state resources, or, if the President has declared an emergency or disaster, the Federal Government.

Local Transition to Recovery
As previously described, the emphasis of local, state, and federal activities shifts from response to relief and short-term recovery as the requirements to save lives, protect property, and protect public health and safety diminishes. During this phase, state and local governments begin the transition out of EOC-oriented operations and to organizations that are designed to facilitate recovery operations. A jurisdiction may ultimately transition to a recovery organization that is not based in the EOC, or may move recovery functions to specific departments for which these functions are part of the departments’ respective missions. Consequently, the emergency response agencies of local governments and the Operational Areas tend to have a diminishing role in recovery activities as the recovery proceeds.

State and Federal Transition to Recovery
The state and Federal governments experience a similar transition. Immediately upon the occurrence of an incident, FEMA deploys an Incident Management Assistance Team (IMAT) to the SOC to coordinate response operations with the state. FEMA and the state subsequently establish a Joint Field Office (JFO) in or near the area affected by the disaster; and the JFO becomes the focal point for coordinating Federal support. As the emphasis shifts from response to recovery, Federal support shifts from direct Federal assistance for response operations to implementation of Federal recovery programs, which generally provide financial assistance to
individuals or grants through the state to local governments and other entities. FEMA also coordinates the activities of Emergency Support Function (ESF) #14 – Long-Term Community Recovery, from the JFO. Ultimately, the JFO transitions to a long-term recovery office that focuses on supporting state and local recovery efforts.

3. Recovery Operation Relationships:

4. Concept of Operations:

Transition From Response To Recovery
The transition of operations from emergency response to the incident to full-scale recovery activities 90 days after the incident is gradual, and not defined by a specific occurrence or point in time.

Response Operations
Response activities are characterized as those immediate efforts necessary to save lives, protect property, and protect public health and safety. Response activities begin at the time of the incident and generally conclude when:

- Immediate threats have been eliminated.
- Public safety agencies are no longer conducting widespread life-safety missions.
- Mutual aid resources return to their respective jurisdictions.
- Displaced individuals and families have been sheltered.

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Short-Term Recovery/Relief
Recovery operations begin concurrently with or shortly after the commencement of response operations. Short-term recovery activities occur within 90 days of the incident, but may continue beyond that point. Short-term recovery includes actions required to:

- Stabilize the situation.
- Restore services.
- Begin the process of restoring community and economic functions.

Recovery operations are typically handled by the departments of local and county governments, as well as by regional agencies. These entities may coordinate recovery functions as part of their daily missions or functions. Recovery activities typically include:

- Damage assessment.
- Debris removal.
- Restoration of utilities such as water and power services.
- Restoration of basic transportation services and routes.
- Provision of temporary housing.
- Provision of financial assistance to individuals and families.
- Initiation of processes to recover disaster-related costs through Federal grant programs.

Long-Term Recovery
Long-term recovery includes those activities necessary to restore a community to its pre-disaster state, given the inevitable changes that result from a major disaster. Long-term recovery requires significant planning to maximize opportunities and mitigate risks after a major incident. Long-term recovery can continue for years and may include the following:

- Reconstruction of public and private facilities and infrastructure.
- Planning and rebuilding of housing.
- Implementation of waivers, zoning changes, and other land use legislation to promote recovery.
- Provision of long-term assistance to displaced families, including financial support as well as social and health services.
- Restoration of the local economy to pre-disaster levels.
- Integration of mitigation strategies into rebuilding efforts.
- Recovery of disaster-related costs.

5. Transition from Response to Recovery:
6. Specific Recovery Elements:

Individuals, Families, and the Private Sector
Individuals and families try to stabilize their circumstances by seeking adequate shelter, assessing damage to their property, resuming work and other regular activities, applying for Federal assistance, and obtaining insurance proceeds. Individuals and families may choose to relocate if the damage to their residences and places of work is significant.

The private sector engages in activities necessary to resume business operations, including assessing damage, implementing continuity of business plans, caring for employees, shifting operations to temporary facilities or other locations, applying for Federal assistance, and obtaining insurance proceeds. As with individuals and families, businesses may choose to relocate, or close down, if the level of damage to the community is significant. As part of a public/private partnership, businesses also may play a key role in donating goods and services for community recovery.

Local Governments
Local government, including counties, cities, and special districts, and regional entities organize recovery operations according to their respective priorities and mechanisms for conducting business. In addition, these jurisdictions may work with neighboring jurisdictions to share resources or address common problems. Regional entities, such as the Metropolitan Transportation Commission (MTC), also play a role in setting priorities and obtaining resources for recovery within their respective areas of authority.

These organizations may undertake the following actions to stimulate recovery within their respective communities:
- Remove debris and open transportation routes.
- Restore public services, including transportation and publicly owned utilities.
- Activate Local Assistance Centers and other functions to assist individuals and families with recovery.
- Work with state and Federal officials to assess damage, identify needs, and secure financial assistance for response and recovery.
- Assess the housing situation, identify potential solutions, and request support.
- Assess damage to public facilities and initiate temporary repairs.
- Assess damage to private property and issue permits for repairs and demolition.
- Resume governmental functions.
- Begin planning for long-term recovery.
- Enact appropriate zoning variances to accommodate business and commercial repairs.
- Assist with the identification of temporary housing and business space.

Local and regional governments may request support from the state and Federal Governments for recovery activities through SEMS. For example, jurisdictions may request support for:
- Inspections of damaged residences and other buildings, which OES provides using volunteer inspectors under the Safety Assessment Program.
- Emergency transportation to enable workers to reach their jobs despite damage to transportation infrastructure, and; OES may request that FEMA coordinate direct Federal assistance for this purpose.

These jurisdictions also work simultaneously through state agencies to obtain funding under Federal assistance programs. Coordination and delivery of these programs generally occurs outside of SEMS, as further described.

7. Potential Needs for Recovery:

As emergency response activities subside, local governments must coordinate their recovery efforts to address, among others, the following issues:
- Restoration of utilities, transportation, and other infrastructure.
- Recovery of medical care, including not only the operations of major hospitals, but also the availability of prescriptions and the restoration of services provided by long-term nursing facilities and community clinics.
- Alternative financing for recovery activities, given the timeframe for disbursement of Federal recovery grants.
- Departure of residents and businesses if basic facilities and infrastructure are not restored.
- Impact on public and private sector workers as a result of damage to housing, schools, and regional transportation; if these essential components are not restored quickly, employees, and possibly their employers, may leave the area.
- Impact on employers if infrastructure necessary for business, such as ports and transportation lines are not restored; national firms with locations out of the area may relocate.
- Restoration of small businesses, which must resume operations within a few weeks in order to survive.
- Restoration of tourism, which will not return to pre-disaster levels unless substantial recovery is achieved and publicized nationally.
- The return of private facilities, such as hotels and auditoriums, to their original functions.
Spontaneous Volunteer Annex Summary

1. Overview:

This Spontaneous Volunteer Management Annex establishes an organizational structure and process by which the Marin County Operational Area, in partnership with the Center for Volunteer and Nonprofit Leadership (CVNL) of Marin can access and manage spontaneous volunteer and service program resources for community-wide disaster response, relief and recovery efforts. When managed appropriately, spontaneous volunteers and service programs provide valuable and cost-effective resources to the community.

Novato also has established a partnership with CVNL to support an Emergency Volunteer Center (EVC) in Novato. The Novato Plan for use of the EVC is currently under development. The information in this summary may be updated or superseded by the Novato/CVNL agreement once finalized.

2. Scope:

This Annex is designed for use by the Emergency Management Organization of the Marin County Operational Area during the response and recovery phases of emergency management for all hazards. The County of Marin and/or the incorporated cities take responsibility for implementing this Annex and will share responsibility with CVNL or other non-governmental organizations (NGOs) as appropriate. This Annex focuses on the mobilization, coordination and referral of spontaneous volunteers and service programs only and does not address other related issues, such as the recruitment and management of affiliated volunteers.

3. Definitions:

Volunteer. Someone who willingly provides his/her services without receiving financial compensation.

Spontaneous Volunteer. An individual who comes forward following a disaster to assist a governmental agency or NGO with disaster-related activities during the response or recovery phase without pay or other consideration. By definition, spontaneous volunteers are not initially affiliated with a response or relief agency or pre-registered with an accredited disaster council. However, they may possess training, skills and experience that can be useful in the relief effort. Spontaneous volunteers may also be referred to as unaffiliated, spontaneous unaffiliated and convergent volunteers.

Affiliated Volunteer. An individual who is affiliated with either a governmental agency or NGO and who has been trained for a specific role or function in disaster relief or response during the preparedness phase. While spontaneous volunteers may bring needed skills and resources, affiliated volunteers will most likely be used first in a disaster. Examples of affiliated volunteer groups include Community Emergency Response Teams (CERT), the Auxiliary Communications Service (ACS), the Volunteers in Police Services (VIPS) program, Search and Rescue teams, the Disaster Medical Reserve Corps, and American Red Cross’ Disaster Action Teams (DAT). The category of affiliated volunteers may be further defined as follows:

- Volunteers in ongoing programs. Such groups typically meet regularly and have other responsibilities in addition to their disaster response roles; for example, many are engaged in community disaster education, family preparedness and public safety efforts year-round. Many ongoing programs utilize Disaster Service Worker volunteers.
- Volunteers in reserve programs. These volunteers are called up at the time of a disaster. They may participate singly or in teams, depending on the program.

Impressed Volunteer. Any unregistered person pressed into service during a state of war emergency, a state of emergency, or a local emergency by a person having authority to command the aid of the citizens in the
execution of his or her duties. This occurs very rarely and usually involves law enforcement or fire department personnel.

_Disaster Service Worker (DSW) Volunteer_. Any person registered with a disaster council or the Governor’s Office of Emergency Services for the purpose of engaging in disaster service pursuant to the California Emergency Services Act without pay or other consideration.

For the purposes of this Annex, volunteers and service programs affiliated with a local government agency or NGO will be activated at the time of a disaster through the appropriate branch of the jurisdiction’s or NGO’s emergency response organization. Volunteers and members of service programs who are not affiliated with local government or an NGO will be treated as spontaneous volunteers.

It should be noted that not all volunteers, registered, affiliated or spontaneous, may be utilized during a particular disaster. Deployment of volunteers is based on the size and type of disaster as well as the skills needed by local officials to mount an effective response and recovery effort.

4. Situation:

Volunteers represent a potential resource to a community affected by a disaster, whether of natural or man-made origin. However, volunteers who respond spontaneously and without appropriate training and qualifications can easily overwhelm the capabilities of local government and other agencies. With a system in place for receiving and referring spontaneous volunteers, local government agencies and relief organizations can capture this valuable resource and thus provide more efficient and cost-effective service to the community.

National service programs such as AmeriCorps and the Retired Senior Volunteer Program (RSVP) can be found throughout California. They are administered in local communities by a variety of nonprofit and government partners, so that program purposes, content and design vary widely. A number of these local affiliates are focused entirely on emergency preparedness and response and have members who are trained and available to be deployed on disaster assignments. Many others would welcome the opportunity to assist communities affected by a disaster. This plan identifies these resources and provides an organizational structure for accessing them for the benefit of government and the community-at-large.

5. Assumptions:

Volunteers and service program members that have pre-disaster training and are affiliated with a government agency or NGO such as the American Red Cross will report to their respective agency or organization at the time of a disaster as previously arranged.

The Emergency Management Organization may delegate some of its volunteer coordination responsibilities to CVNL or other organization through its Emergency Operations Plan or through the action planning process during response and recovery operations.

The first priority in an emergency or disaster is to utilize volunteers that are already affiliated with the jurisdiction.

All unaffiliated volunteers and unaffiliated service program members will be considered and processed as spontaneous volunteers.

The Marin County Operational Area Emergency Operation Center (EOC) is responsible for interviewing, screening, registering, training and the safe supervision of any volunteers that it involves in County disaster operations. This is for the protection of both the volunteer and the jurisdiction.
Likewise, NGOs and National Service Programs that involve volunteers in their own operations are responsible for interviewing, screening, registering, training and the safe supervision of those volunteers.

6. Concept of Operations:

This Spontaneous Volunteer Management Annex is consistent with the state’s Standardized Emergency Management System (SEMS). Within the SEMS structure, volunteer management for Novato falls under the Resources Unit of the Logistics Section.

7. Roles and Responsibilities for the Novato EOC:

Determine need to activate current Local Volunteer Management Plan and CVNL EVC at time of disaster.

Coordinate with other agencies and organizations for maximum utilization of limited resources.

8. Roles and Responsibilities for the Center for Volunteer and Nonprofit Leadership:

Coordinate spontaneous volunteers and service programs to assist the efforts of both governmental agencies and organizations for maximum utilization of limited resources.

In the event of an activated Novato EOC, CVNL would assume primary responsibility for volunteer mobilization and coordination.

9. Activation of Spontaneous Volunteer Annex:

This Spontaneous Volunteer Management Annex will be activated by the local jurisdiction (county or cities). Reasons for activating the Annex may include but are not limited to the following:

- When the nature of the disaster and/or media coverage makes convergence of spontaneous volunteers likely.

- When shortages of workers require augmentation of staffing support from outside resources.

- When volunteers with particular skills and/or special knowledge of the affected community could enhance relief and recovery efforts.

When the order to activate the Annex is given, the local jurisdiction will notify, as needed, those people, agencies and organizations tasked with specific disaster response roles.

10. Emergency Volunteer Center:

The chief method for coordinating volunteers is the Emergency Volunteer Center (EVC). The EVC can be set up as a walk-in center (sometimes referred to as a volunteer reception center), a phone bank, an online process, or a combination of two or more of these strategies.

Within the geographical confines of a county, several levels of activation are possible.

- **Local activation** is defined as an incorporated city establishing an EVC for the mobilization and referral of volunteers within its boundaries. Theoretically, each city within a county could activate a local EVC.

- **Multiple city activation** is defined as the operation of an EVC serving several cities. At this level, neighboring cities combine and leverage resources to serve a sub-area of the county.
Operational Area activation is defined as the activation of a countywide EVC under the guidance of the Operational Area.

Because disasters vary in terms of their size, scope, duration, intensity and consequences, the choice of activation levels and sequencing of activation levels should be tailored to the incident, as well as to the resources available.

Through the EVC, each prospective volunteer is referred, based on the volunteer’s qualifications and availability, to an appropriate volunteer opportunity in either local government operations or an NGO. Volunteers may be registered as Disaster Service Workers.

11. Communications:

Communications are critical to the successful activation and coordination of responsibilities for managing volunteers. Parties that must communicate include the following:

- Within the jurisdiction, there must be communications between the EVC and the Emergency Operations Center (EOC). Typically these will be located some distance apart.

- The EVC will need to communicate directly with other government agencies and NGOs regarding their needs for volunteers and any related issues.

- There should be communication between all cities and the Operational Area EOC in regard to coordination between EVCs activated in various jurisdictions.

In the event that direct communications via telephone is not possible, the EVC will employ other methods of communication, including Radio Amateur Civil Emergency Services (RACES), Satellite Telephones, and Marin Emergency Radio Authority (MERA).

12. Mutual Aid:

Novato may request mutual aid from other jurisdictions for staffing and other resources to assist with volunteer management operations. Requests should be channeled through the Novato EOC to the Marin OA EOC in accordance with mutual aid policies and procedures.

13. Staffing the EVC:

In large-scale disasters, or disasters that attract a large number of volunteers, it may be necessary to increase the number of staff of the EVC. Ideally, individuals and groups would be assigned and trained in advance. New staff can also be brought in at the time of the disaster, if necessary. The following are possible resources:

Other employees of the jurisdiction. By state law all government employees are designated Disaster Service Workers and therefore available to be assigned to any aspect of the jurisdiction’s disaster operations. The ideal employees to staff the EVC include the following:

- A government official with the authority to administer the loyalty oath to potential DSW volunteers.
- Volunteer managers.
- Those who work in Personnel/Human Resources.
- Those who, regardless of department, possess good customer service skills, interact regularly with the public, can make quick decisions and exercise good judgment, and are able to work well under stress.

Employees of other jurisdictions. Request mutual aid assistance from other jurisdictions only after fully utilizing your own resources.
Spontaneous volunteers who have contacted the EVC. EVC staff should look for volunteer managers, people with interviewing skills, those who work in the personnel/human resources field, social workers, teachers, trainers, etc.

CERT team members and VIPS volunteers. Typically CERT and VIPS activities would take place in the early response phase, leaving members then available for other assignments.

New staff will be appropriately screened and will be oriented for their specific tasks, and supervision.

Policies should be established at the outset regarding hours of work, required breaks, shift schedules and other personnel-type issues for all workers in the EVC, both employees and volunteers. Establish some form of identification from the outset for EVC staff – vests, shirts, hats, identification badges, etc. – that will indicate to the public their role at the EVC.
Tsunami Annex Summary

1. Overview:

The phenomenon called "tsunami" is a series of ocean waves of extremely long length generated by undersea earthquakes, volcanic eruptions, or massive undersea landslides.

As a tsunami crosses the deep ocean its length from crest to crest may be a hundred miles and its height from trough to crest only a few feet. Tsunamis may reach speeds of 600 miles per hour in deep water.

When the tsunami enters shallow coastal waters, its speed decreases and the wave height increases. This creates the large wave that becomes a threat to lives and property. Following the arrival of the first wave, subsequent waves may increase in height and arrive minutes to hours later. The 2004 Indonesian Tsunami caused over 300,000 deaths.

Although there are no known recorded deaths from tsunami action in Marin County, there were small tsunami impacts in 1946 and 1960. In 1964, the tsunami resulting from the Alaskan earthquake caused eleven deaths in Crescent City, CA and damaged buildings, docks, and boats in Sausalito and San Rafael.

The County of Marin has produced Tsunami Evacuation Planning Maps for the Pacific Coast areas based on work performed by the University of Southern California (USC) under contract with the California Office of Emergency Services. The maps originally produced under this project were subsequently expanded upon in order to better describe areas that could be at risk from tsunami inundation. A 30 foot maximum level of potential inundation was selected based on historical record and current professional standards in California. This level includes all areas originally identified in the USC project. This level was mapped in 10 foot contour intervals. The maps are intended to support evacuation planning purposes only and do not necessarily reflect how a tsunami wave may actually impact the mapped areas.

The areas of the County which could be most heavily damaged by a tsunami are those along the northern Marin Pacific Coast - Dillon Beach, Pt. Reyes, Bolinas, Stinson Beach, Muir Beach, Drakes Bay and Fort Cronkite in the Golden Gate National Recreation Area. Damage depends on the local sea bottom and coastal topographic characteristics as well as the incoming direction of the tsunami. No consensus exists regarding estimates of potential impacts inside the San Francisco Bay. Once data is available, this annex may be revised to incorporate response activities for Marin communities along the San Francisco Bay. As shown in the threat assessment section, Novato is less susceptible to Tsunami than other areas of Marin.

Residents and visitors to coastal areas must be aware that there may not be time or means to provide any warning of a tsunami threat. An earthquake felt along the coastline is a signal to move immediately to higher ground. This must be done if there is no information or any formal tsunami warning issued.

Any associated earthquake could also damage structures and infrastructure in the potential inundation area prior to the wave’s arrival. This could significantly impact warning, evacuation and emergency response operations.

2. Definitions:

Tsunami Watch/Warning Bulletins. The West Coast/Alaska Tsunami Warning Center issues four kinds of information and warning products:

- Tsunami Information Statement. Issued following an earthquake to describe the potential for a tsunami event. In most cases, this will indicate there is no threat. May be superseded by a Tsunami Watch or Warning.
• Tsunami Advisory. Issued for areas not currently in either warning or watch status when a tsunami warning has been issued for another region of the same ocean. An Advisory indicates that an area is either outside the current warning and watch regions, or that the tsunami poses no danger to that area. This will be superseded by a Tsunami Watch, a Tsunami Warning or a cancellation.

• Tsunami Watch Bulletin. Issued when a seismic event may have caused a tsunami and is being investigated. For areas that lie within three hours of estimated time of arrival, a warning is in effect. For those areas that are between 3 and 6 hours, a watch is in effect. This will be superseded by either a Tsunami Warning or a cancellation.

• Tsunami Warning Bulletin. The highest level of alert. Issued when a tsunami is imminent or has been confirmed. It will be followed by additional bulletins until it is cancelled. This will not estimate the size of the tsunami but will estimate times or arrival at key locations.

The Tsunami Hazard Inundation Area is the area which is at risk from a tsunami event. This area is designated in order to assist in evacuation and safeguard response personnel and equipment. A tsunami may or may not actually impact the entire Area.

3. Assumptions:

• The tsunami threat in Marin County is primarily due to earthquakes far from California or at the Cape Mendocino Junction just off the coast of Oregon.

• For most events at least four to nine hours warning time will be available to warn the public, evacuate sensitive facilities, establish temporary shelters, and secure the coast area. However, a local or regional tsunami could result in little or no warning. Impact reports from areas closer to the epicenter may or may not be available – this may influence the decision-making process and response effort.

• For a local-source tsunami warning the West Coast/Alaska Warning Center will not modify or cancel the warning in less than 60 minutes from the initial notification. For distance-source tsunami events, the West Coast/Alaska Warning Center will issue updates at least every hour.

• For most events the national Tsunami Warning System may take up to 10 minutes to develop and deliver a warning message via California Alert and Warning System (CALWAS) / California Law Enforcement Telecommunications System (CLETS) to the Marin County Sheriff’s Communications Center. It may take up to 15 minutes for the National Weather Service to activate the Emergency Alert System (EAS). It may take up to 30 minutes for local public safety agencies to initiate response upon receipt of the warning.

• After the arrival of the first wave, waves may continue to arrive at intervals for several hours. Risk areas can be reopened for public safety access two hours after the last observed wave, or two hours after the Expected Time of Arrival (ETA) has passed without a wave coming ashore.

• The first wave may not be the largest. The largest usually occurs within the first ten waves.

• Intervals between successive major waves may be dissimilar. There is no regular period of time between successive waves.

• Maximum wave height to be expected in this area is approximately 20 feet, but can vary considerably from one location to another. The maximum wave height inside the San Francisco Bay cannot be estimated at this time.
City of Novato and Novato Fire District
Emergency Operations Plan

- The Tsunami Inundation Risk Area map shows the maximum probable potential inundation-actual events could produce more or less inundation.

- Media interest will be significant for any Tsunami Warning or Watch. Media coverage and Emergency Alert System messages may cause the public to call 911 or other emergency numbers for more information.

- Heavy use of telephones by the public may impact the ability of public safety agencies to communicate and to warn the public. The Marin County Telephone Emergency Notification System (TENS) may be significantly impacted.

- A Tsunami Warning may attract sightseers to the Inundation Hazard Areas. Members of the public outside the Inundation Risk Area may seek to enter in order to check on family members or assist them in evacuating.

- The coordination and response actions from involved agencies and jurisdictions shall follow the Marin Operational Area Emergency Operations Plan (EOP).

- Within the Inundation Risk Area special institutions such as schools, hospitals, and nursing homes are identified. Special procedures for warning, evacuation, and care for occupants should be arranged by the local agency with incident command.

- Using this Plan as a guide city emergency services and county departments with assigned responsibilities will prepare standard operating procedures and checklists to support this plan.

3. Roles and Responsibilities, excerpted:

Sheriff’s Communications Center
- Receive and relay the tsunami warning/watch as per the Tsunami Alert/Notification Procedure.
- Confirm receipt of warning/watch with California State Warning Center.
- Confirm receipt of warning/watch by agencies/individuals as per the Tsunami Alert/Notification Procedure.
- Allocate MERA talk groups as needed.
- Advise 911 callers if an evacuation is occurring.
- On termination of incident, notify all agencies previously alerted.

Sheriff’s Office of Emergency Services (OES)
- Receive and assess the threat.
- Conduct initial emergency public warning via Telephone Emergency Notification System (TENS), as directed.
- Contact and advise local, regional, state, and federal emergency management agencies.
- Ensure that EAS has been activated.
- Represent the Marin Operational Area in post-warning conference calls.
- Conduct OES Emergency Conference Call as necessary.
- Coordinate activation of the Operational Area Emergency Operations Center (EOC), as directed.
- Activate Radio Amateur Civil Emergency Services (RACES) resources as needed.
- Prepare to distribute MERA radio and satellite telephone caches.
- Conduct initial media relations.
- Coordinate the issuance of the “All Clear” as necessary.
Fire Jurisdictions

- Serve as Incident Commander in Unified Command.
- Move resources out of the Tsunami Inundation Hazard Area.
- Stage resources outside the Tsunami Inundation Hazard Area until the All Clear.
- Provide emergency medical treatment and transport.
- Request fire and medical mutual aid as required.
- Identify and assist individuals and organizations that may require evacuation assistance.
- Consider activation of Disaster Councils and Community Emergency Response Teams.

Law Enforcement Jurisdiction

- Serve as Incident Commander in Unified Command.
- Move resources out of the Tsunami Inundation Hazard Area.
- Stage resources outside the Tsunami Inundation Hazard Area until the All Clear.
- Direct Evacuation operations.
- Coordinate scene security, crowd control, traffic control.
- Request law enforcement mutual aid as required.
- Request closure of air space or restrictions.
- Support hospital security as necessary.
- Appoint Public Information Officer (PIO) to manage the Joint Information Center (JIC).

Hazardous Materials (HazMat) Team

- Stage and deploy as directed.
- Survey the scene.
- Conduct materials field testing and analysis.
- Advise Incident Commander on nature of the threat.
- Request Hazardous Materials mutual aid as necessary.

Urban Search and Rescue (USAR) Team

- Stage and deploy as directed.
- Locate and extricate victims as necessary.
- Provide general incident support.
- Advise Incident Commander on structural and debris management issues.

Sheriff’s Search and Rescue (SAR) Team

- Stage and deploy as directed.
- Locate and extricate victims as necessary.
- Provide general incident support.

Sheriff’s Air Patrol

- Conduct aerial warning, as directed.
- Monitor arrival and impact of waves.
- Support damage assessment.

Public Works and Utility/Service Districts

- Support perimeter and traffic control efforts.
- Request Public Works mutual aid as necessary.
- Coordinate utility issues including “render safe”, repair, and restoration.
- Coordinate debris management.
Hospitals/Clinics
- Prepare to receive self-presenting victims.
- Request law enforcement support for security as necessary.
- Coordinate patient distribution.

Humane Society
- Coordinate and support animal rescue.
- Coordinate animal shelter operations as needed.

Disaster Councils / Community Emergency Response Teams (CERTS)
- Support evacuation efforts as directed.
- Support animal rescue as directed.
- Take direction from and coordinate with local fire departments.

4. Concept of Operations:

Alert
Upon receipt of a Tsunami Watch or Warning from the California State Warning Center, the Sheriff’s Communications Center will notify all agencies as per the Tsunami Alert/Notification Procedure.

The Sheriff’s OES staff will evaluate the threat and recommend many, if not all, of the following actions to the County Sheriff (or Alternate):
- Conduct public warning in the Tsunami Inundation Hazard Area.
- Notify all Operational Area public safety agencies and organizations.
- Activate the Operational Area EOC.
- Hold over all public safety personnel at the end of the current shift.
- Stage additional public safety resources outside of the Tsunami Inundation Hazard Area.
- Begin Emergency Public Information efforts.

The OES staff will conduct post-alert information coordination via the Marin OES Emergency Conference Call and will participate in any state post-alert conference calls (see Attachment B).

Public Warning
In the event of a Tsunami Warning, population in the designated Tsunami Inundation Hazard Areas will be warned and advised to voluntarily evacuate to higher ground or safe refuge areas. The public will be instructed to move by the quickest method available to a point no less than 30 feet above sea level. In many cases, the fastest method is to simply walk uphill and not drive inland. The expected arrival time of the tsunami will also be provided if available. After warning the general public, alerting and moving populations at campgrounds, beaches, schools and convalescent care facilities has the highest priority. Members of the public may receive warnings directly via the Telephone Emergency Notification System (TENS), Emergency Alert System (EAS) or the NOAA Weather Radio network.

Command and Control
For the purposes of coordinating emergency evacuation and rescue operations, responders will use the Incident Command System (ICS).

For the Novato area agencies, it is more likely that Novato First Responders will be called upon to assist areas impacted by the Tsunami or back-fill other agencies that are involved.

Special Case: Local-Source Tsunami
It is the policy of the County of Marin that, should an official NOAA Tsunami Warning be issued for a potential tsunami that could impact the County within two hours, public warning and evacuation operations will take place immediately. Warning and evacuation will not be delayed by information gathering or threat assessment.
Evacuation
The Marin County Sheriff's Department will lead and direct the evacuation effort in unincorporated areas. In each incident, mutual aid law enforcement resources, fire agencies and public works resources will report to the Branch Director and assist in the public warning and evacuation efforts. Evacuations are voluntary. Selected communities have designated Tsunami Evacuation Assembly Areas which are located outside of the Tsunami Inundation Hazard Area.

Public Safety agencies will evacuate themselves from the Tsunami Inundation Hazard Area at least 30 minutes prior to the expected arrival of the first wave. The public safety agencies and the public will remain outside the tsunami Inundation Hazard Area until the all clear is sounded.

Traffic Control / Security
Law Enforcement will establish traffic control along evacuation routes and perimeter security operations at selected points. Evacuated residents and sightseers will be prohibited from entering the Tsunami Inundation Hazard Area under the authority of California Penal Code 409.5.

Two Tsunami Monitoring Posts will be established on the Pacific coast to monitor the arrival of the initial and any subsequent tsunami waves. Designated Monitors will maintain contact with the Sheriff's Communication Center and report all activity.

Search and Rescue
Following evacuation emergency response assets will stage outside the Hazard Area until the “All Clear” is sounded. Prior to entering the Hazard Area, communications equipment and assignments will be allocated to and coordinated within each branch.

Initial Incident Objectives:
- Conduct Search and Rescue.
- Identify and Isolate Hazards.
- Conduct Security Operations.
- Conduct Recovery Operations.

Emergency Public Information
The Public Information Officer (PIO) at the Operational Area EOC will coordinate all public information activities and will supervise field PIOs assigned to each incident. The PIO may recommend establishing a Joint Information Center (JIC) closer to the scene of the incident. The PIO may recommend activating the Emergency Public Information Hotline.

Re-Entry
Post-event only residents with proof of residency will be permitted to re-enter the area once public safety agencies have identified and eliminated hazards. Re-entry may be restricted in areas where hazards exist such as downed or submerged electrical power lines, unsafe roads, or significant public health danger.

Damage Assessment
The Damage Assessment Unit in the Operational Area EOC will coordinate all damage assessment teams. Information will be forwarded to the Operational Area EOC Planning Section for evaluation and consolidation.

Inundation Hazard Area: Public Safety Agency Re-entry Policy

Tsunamis may produce several waves with subsequent waves larger than the first.

Therefore, it is the policy of the County of Marin that once public safety personnel and equipment have evacuated the Tsunami Hazard Inundation Area, they will not re-enter the area until the “All Clear” message is developed by the Sheriff’s Office of Emergency Services and then transmitted by the Sheriff’s Communication Center. The “All Clear” will be transmitted two hours after the last tsunami wave has arrived or upon receipt of a Tsunami Warning Cancellation from the California State Warning Center.
5. Immediate Actions for Novato:

1. Novato Fire and the Novato Police Dispatch Center will be notified by the Marin Sheriff’s Communications Center of the Tsunami Watch/Warning. NPD Dispatch should immediately notify the on-duty NPD Watch Supervisor/Commander.

2. If, in the opinion of the on-duty Battalion Chief and/or NPD Watch Supervisor/Commander, Novato will be impacted or called upon for significant mutual aid, both agency’s chains of command should be notified as well as the agency’s emergency managers.

3. If EOC support appears necessary, it should be activated in time to provide the EOC staff time to fully activate and brief prior to impact. (See pages 33-35 for additional details on EOC activations).

6. Tsunami Alert/Notification Protocol:
EMERGENCY SUPPORT FUNCTIONS

In addition to EOP Annexes and a variety of Support Plans and Documents to the EOP, the Federal Emergency Support Functions (ESFs) provide the structure for planning for coordinated federal, state, and local agency support for a response to an incident. They are a key component to an all-hazards emergency management approach to ensure effective collaboration during all phases of emergency management.

The Incident Command Systems (ICS) provides for the flexibility to assign ESFs and other stakeholder resources according to capabilities and tasking.

The ESF’s capabilities were primarily designed to provide improved coordination with all levels of government, agencies and private sector in order to respond to incidents in a more collaborative, cross-cutting, and effective manner.

ESF’S SERVICES PROVIDE:

- Support.
- Resources.
- Lifesaving.
- Environment protection.
- Restoration of essential services.
- Restoration of critical infrastructure.
- Help victims and communities to return to normal.

BENEFITS INCLUDE:

- Improves communications among partners.
- Enhances sharing of assets the Federal or State government already own.
- Reduces duplication of efforts.
- Promotes efficient response and recovery.
- Advocates continuity of operations.
- Supports hazard mitigation efforts.

The United States National Response Framework (NRF) is part of the National Strategy for Homeland Security that presents the guiding principles enabling all levels of domestic response partners to prepare for and provide a unified national response to disasters and emergencies. Building on SEMS/NIMS and ICS, the NRF’s coordinating structures are always in effect for any level and any time for local, state, and national emergency or disaster response.

NRF annexes include specific protocols, roles, and responsibilities for each ESF listed below. To facilitate effective operations, the Marin County Emergency Management adopts a functional approach that groups the types of assistance into ESFs, each headed by a lead agency or organization which has been selected based on its authority, resources and capabilities in that functional area.

The following chart demonstrates the linkage between the Federal and State ESF’s and the Novato EOC functions. Because of the different roles at the local, state and federal levels, these functions are not perfect matches, but provide a general description of the similarities. Following the linkage chart is a list of the federally defined ESF’s.

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## Emergency Support Functions Linkages:

<table>
<thead>
<tr>
<th>Item</th>
<th>Novato Emergency Operations Center Function</th>
<th>California Emergency Function</th>
<th>FEMA Emergency Support Function</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Logistics: Transportation Unit</td>
<td>Transportation</td>
<td>ESF #1 – Transportation</td>
</tr>
<tr>
<td>2</td>
<td>Operations: Communications Unit; Logistics: Information Technology Support</td>
<td>Communications</td>
<td>ESF #2 – Communications</td>
</tr>
<tr>
<td>3</td>
<td>Operations: Public Works Branch</td>
<td>Construction and Engineering</td>
<td>ESF #3 – Public Works and Engineering</td>
</tr>
<tr>
<td>4</td>
<td>Operations: Fire Branch</td>
<td>Fire and Rescue</td>
<td>ESF #4 – Firefighting; ESF #9 – Search and Rescue</td>
</tr>
<tr>
<td>5</td>
<td>Management Section; Operations Section: Finance Section</td>
<td>Management</td>
<td>ESF #5 – Emergency Management</td>
</tr>
<tr>
<td>6</td>
<td>Logistics: Care and Shelter Unit</td>
<td>Care and Shelter</td>
<td>ESF #6 – Mass Care</td>
</tr>
<tr>
<td>7</td>
<td>Logistics: Resources Unit and Facilities Unit</td>
<td>Resources</td>
<td>ESF #7 – Resource Support</td>
</tr>
<tr>
<td>8</td>
<td>Operations: Emergency Medical Services Branch</td>
<td>Public Health and Medical</td>
<td>ESF #8 – Public Health and Medical Services</td>
</tr>
<tr>
<td>9</td>
<td>Operations: Law and Fire Branches</td>
<td>Search and Rescue</td>
<td>ESF #9 – Search and Rescue</td>
</tr>
<tr>
<td>10</td>
<td>Operations: Fire Branch</td>
<td>Hazardous Materials</td>
<td>ESF #10 – Oil and HazMat Response</td>
</tr>
<tr>
<td>11</td>
<td>Marin County EOC; Operations: Public Works Branch</td>
<td>Agriculture</td>
<td>ESF #11 – Agriculture and Natural Resources</td>
</tr>
<tr>
<td>12</td>
<td>Operations: Public Works Branch</td>
<td>Utilities</td>
<td>ESF #12 – Energy</td>
</tr>
<tr>
<td>13</td>
<td>Operations: Law Branch</td>
<td>Law Enforcement</td>
<td>ESF #13 – Public Safety; ESF #9 – Search and Rescue</td>
</tr>
<tr>
<td>14</td>
<td>Plans: Advanced Planning; Finance Section</td>
<td>Long-Term Recovery</td>
<td>ESF #14 – Long-Term Community Recovery</td>
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<tr>
<td>15</td>
<td>Management: Public Information Officer</td>
<td>Public Information</td>
<td>ESF #15 – External Affairs</td>
</tr>
<tr>
<td>16</td>
<td>Operations: Law Branch</td>
<td>Evacuation</td>
<td>N/A</td>
</tr>
<tr>
<td>17</td>
<td>Logistics: Resource Unit</td>
<td>Volunteer and Donations Management</td>
<td>N/A</td>
</tr>
</tbody>
</table>

## Federal Emergency Support Function Descriptions

<table>
<thead>
<tr>
<th>ESF #</th>
<th>ESF Title</th>
<th>Descriptions</th>
</tr>
</thead>
</table>
| 1     | Transportation | • Aviation/Airspace management and control  
• Transportation Safety  
• Restoration/recovery of transportation infrastructure  
• Movement restrictions  
• Damage and impact assessment |
| 2     | Communications | • Coordination with telecommunications and information technology industries  
• Restoration and repair of telecommunications infrastructure  
• Protection, restoration, and sustainment of national cyber and information technology resources  
• Oversight of communications within the Federal incident management and response structures |
| 3 | Public Works and Engineering | • Infrastructure protection and emergency repair  
• Infrastructure restoration  
• Engineering services and construction management  
• Emergency contracting support for life-saving and life-sustaining services |
| 4 | Firefighting | • Coordination of Federal firefighting activities  
• Support to wildland, rural, and urban firefighting operations |
| 5 | Emergency Management | • Coordination of incident management and response efforts  
• Issuance of mission assignments  
• Resource and human capital  
• Incident action planning  
• Financial Management |
| 6 | Mass Care, Emergency Assistance, Housing, and Human Services | • Mass care  
• Emergency assistance  
• Disaster housing  
• Human services |
| 7 | Logistics Management and Resource Support | • Comprehensive, national logistics planning, management, and sustainment capability  
• Resource support (facility space, office equipment and supplies, contracting services) |
| 8 | Public Health and Medical Services | • Public health  
• Medical  
• Mental health services  
• Mass fatality management |
| 9 | Search and Rescue | • Life-saving assistance  
• Search and rescue operations |
| 10 | Oil and Hazardous Materials Response | • Oil and hazardous materials (chemical, biological, radiological, etc.)  
• Environmental short- and long-term cleanup |
| 11 | Agriculture and Natural Resources | • Nutrition assistance  
• Animal and plant disease and pest response  
• Food safety and security  
• Natural and cultural resources and historic properties protection and restoration  
• Safety and well-being of pets |
| 12 | Energy | • Energy infrastructure assessment, repair, and restoration  
• Energy industry utilities coordination  
• Energy forecast |
| 13 | Public Safety and Security | • Facility and resource security  
• Security planning and technical resource assistance  
• Public safety and security support  
• Support to access, traffic and crowd control |
| 14 | Long-Term Community Recovery | • Social and economic community impact assessments  
• Long-term community recovery assistance to States, local governments, and the private sector  
• Analysis and review of mitigation program implementation |
| 15 | External Affairs | • Emergency public information and protective action guidance  
• Media and community relations  
• Congressional and international affairs  
• Tribal and Insular affairs |
AUTHORITIES AND REFERENCES

The California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code), provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of the Act.

The Standardized Emergency Management System (SEMS) Regulations (Chapter 1, Division 2 of Title 19 of the California Code of Regulations), establishes SEMS to provide an effective response to multi-agency and multi-jurisdiction emergencies in California.

Homeland Security Presidential Directive (HSPD-5) gives the Secretary of Homeland Security the responsibility of developing and administering the National Incident Management System (NIMS).

The California Emergency Plan, which is promulgated by the Governor, is published in accordance with the Act and provides overall statewide authorities and responsibilities, and describes the functions and operations of government at all levels during extraordinary emergencies, including wartime. Section 8568 of the Act states, in part, that, "the State Emergency Plan shall be in effect in each political subdivision of the state, and the governing body of each political subdivision shall take such action as may be necessary to carry out the provisions thereof." Local emergency plans are, therefore, considered to be extensions of the California Emergency Plan.

The National Response Plan (NRP) establishes a single, comprehensive approach to domestic incident management to prevent, prepare for, respond to, and recover from terrorist attacks, major disasters, and other emergencies. The NRP is an all-hazards plan built on the template of the National Incident Management System (NIMS). The NRP can be partially or fully implemented in the context of a threat, anticipation of a significant event, or in response to an incident requiring a coordinated Federal response. The NRP applies to all incidents requiring a coordinated Federal response as part of an appropriate combination of Federal, State, local, tribal, private-sector, and nongovernmental entities. The NRP is always in effect; however, the implementation of NRP coordination mechanisms is flexible and scalable.

The California Civil and Government Codes contain several references to liability release (Good Samaritan Act) for those providing emergency services.

Federal


Federal Departments and agencies HSPD-5 requirements for adoption of NIMS by State and local organizations.

The National Response Plan (NRP) is a national plan to emergencies such as natural disasters or terrorist attacks. It came into effect in December 2004, and was superseded the National Response Framework in March 2008.


State

California Emergency Services Act (Cal. Gov't Code Sec. 8550-8668, Title 2, Div. 1, ch. 7).


Preservation of Local Government (Cal. Gov't Code Sec. 8635-8644, Title 2, Div. 1, ch. 7, article 15).

Temporary County Seats, (Cal. Gov't Code Sec. 23600, Title 3, Div. 1, ch. 4, article 1).


'Good Samaritan' Liability.

California Emergency Operations Plan.

California Hazardous Materials Incident Contingency Plan.

Hazardous Waste Control Definitions (Cal. H&S Code, Sec. 25115, 25117, Div. 20, ch. 6.5, article 2).

Hazardous Materials Release Response Plans and Inventory (Cal. H&S Code, Sec. 25500 et seq., Div. 20, ch. 6.95).

Orders and Regulations which may be selectively promulgated by the Governor during a State of Emergency.

Orders and Regulations Promulgated by the Governor to Take Effect upon the Existence of a State of War Emergency.

California Master Mutual Aid Agreement.

California Law Enforcement Mutual Aid Plan.

California Fire and Rescue Operations Plan.

Judicial System, Article VI, Section 1, 4, 5, and 10, of the Constitution of California.

Local Government, Article XI, of the Constitution of California.

Local


Novato Fire District Resolution 2015-3.

Americans with Disabilities Act

All operations and facilities involved in the disaster response activities shall take special note of the Americans with Disabilities Act of 1990 (ADA). Appropriate efforts shall be made to insure that necessary considerations are given to accommodate victims with disabilities. Public warning, emergency communications, transportation, and sheltering are areas that require special attention.
ACRONYMS:
AAR       After Action Report
ACS       Auxiliary Communications Service
ADA       Americans with Disabilities Act
AFN       Access and Functional Needs
ARC       American Red Cross
C&S       Care and Shelter
CAD       Computer Aided Dispatch
Cal EOC   Electronic EOC Software hosted by California OES
CalFire   California Fire
Cal OES   California Office of Emergency Services
CalTrans  California Department of Transportation
CAP       Corrective Action Plan
CBO       Community Based Organizations
CBRNE     Chemical, Biological, Radiological, Nuclear and Explosive
CDF       California Fire
CDHS      California Department of Health Services
CERT      Community Emergency Response Team
CHP       California Highway Patrol
CISN      California Integrated Seismic Network
CIWMB     California Integrated Waste Management Board
CLETS     California Law Enforcement Telecommunications System
CSWC      California State Warning Center
CVNL      Center for Volunteer and Nonprofit Leadership
DC3       Disaster & Citizens Corps Council
DHHS      Department of Health and Human Services
DMS       Debris Management Sites
DMU       Donations Management Unit
DPW       Department of Public Works
DTSC      Department of Toxic Substances Control
EAS       Emergency Alert System
EDIS      Emergency Digital Information System
EMS       Emergency Medical Services
EOC       Emergency Operations Center
EOP       Emergency Operations Plan/Emergency Operating Procedures
EPA       Environmental Protection Agency
ERP       Emergency Response Plan
ESF       Emergency Support Functions
EVC       Emergency Volunteer Center
FAC       Family Assistance Center
FAST      Functional Assessment Service Teams
FBI       Federal Bureau of Investigation
FBO       Faith Based Organization
FCC       Federal Communications Commission
FEMA      Federal Emergency Management Agency
HAZ-MAT   Hazardous Materials
HAZUS     FEMA Loss Estimating Model
HEART     Homeowner Emergency Action Response Team
HHW       Household Hazardous Waste
IAP       Incident Action Plan
IC        Incident Commander
ICS       Incident Command System
IKDCT     In-Kind Donation Coordination Team
IMT       Incident Management Team
IP        Improvement Plan
JIC       Joint Information Center
JIS       Joint Information System
LSA  Local Staging Area
MAC  Multi-Agency Coordination
MACC Multi-Agency Coordination Center
MCFD  Marin County Fire Department
MCF  Marin Community Foundation
MCI  Mass Casualty Incident
MCDHHS Marin County Department of Health and Human Services
MCSO Marin County Sheriff's Office
MDCT Monetary Donations Coordination Team
MEANS Marin Emergency Automated Notification System
MERA Marin Emergency Radio Authority
MHOAC Medical Health Operational Area Coordinator
MIDC Marin Interagency Disaster Coalition
MMRC Marin Medical Reserve Corps
MOU Memorandum of Understanding
NB IMT North Bay Incident Management Team
NCH Novato Community Hospital – Sutter
NCRA North Coast Rail Authority
NFD Novato Fire District
NGO Non-Governmental Organization
NIMS National Incident Management System
NMWD North Marin Water District
NOC National Operations Center
NOAA National Oceanic and Atmospheric Administration
NPD Novato Police Department
NRF National Response Framework
NRP National Response Plan
NSD Novato Sanitary District
NUSD Novato Unified School District
NWS National Weather Service
OA Operational Area
OAEOC Operational Area Emergency Operations Center
OASIS Operational Area Satellite Information System
OES Office of Emergency Services
OHS Office of Homeland Security
OSPR Office of Spill Prevention and Response
PA Public Assistance
PAFN People with Access and Functional Needs
PHO Public Health Officer
PIO Public Information Officer
POD Point of Distribution
RACES Radio Amateur Civil Emergency Services
RCG Regional Coordination Group
RECP Regional Emergency Coordination Plan
REOC Regional Emergency Operations Center
RIMS Response Information Management System
SAP Safety Assessment Program
SEMS Standardized Emergency Management System
SMART Sonoma Marin Area Rail Transit District
SOC State Operations Center
SOG Standard Operating Guidelines
SOP Standard Operating Procedures
TSA The Salvation Army
TENS Telephone Emergency Notification System
VOAD Voluntary Organizations Active in Disaster
WebEOC Electronic EOC Software hosted by Marin OES
WMD Weapons of Mass Destruction
RESOLUTION NO. 2015-6

A RESOLUTION OF THE BOARD OF DIRECTORS
NOVATO FIRE PROTECTION DISTRICT
DECLARATION OF ARSON AWARENESS WEEK
MAY 3 THROUGH MAY 9, 2015

WHEREAS, the theme for 2015 Arson Awareness Week is Accelerant Detection Canines — Sniffing Out Arson; and

WHEREAS, According to the U.S. Fire Administration from 2010-2012, an estimated 17,400 intentionally set fires in residential buildings were reported to U.S. fire departments each year, resulting in 275 civilian deaths, 800 civilian injuries, and $513 million in property loss. For this same time period, an estimated 9,000 intentionally set fires occurred in nonresidential buildings each year resulting in $282 million in property loss; and

WHEREAS, According to the Federal Bureau Investigation over the last five years (2009-2013), there has been an average of 53,127 arsons reported with an average dollar loss of $15,086 per incident; and

WHEREAS, According to the Novato Police Department records, 65 “Arson” incidents were investigated and determined; and an additional 35 fire investigation reports were determined “Suspicious in nature”, from 2009-2014.

WHEREAS, there are currently 7 active arson registrants in the City of Novato, and

WHEREAS, We will use the week of May 3-9 to focus on the value and contribution accelerant detection canines make to fire departments, law enforcement agencies, and their communities; and

WHEREAS, An accelerant detection canine saves time and money; there are fewer but more accurate evidence samples, which reduces expenditures at the lab, speeding up investigations and providing a higher conviction rate; and

NOW, THEREFORE, BE IT PROCLAIMED, that the Novato Fire District Board of Directors on behalf of its citizens do hereby proclaim May 3-9, 2015, to be Arson Awareness Week, and the first full week of May shall be so designated each year hereafter.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 1st day of April, 2015, by the following vote:

AYES: Directors Calli, Fenner, Jr., Kaselionis, Silverman and Beadle

NOES: None

ABSENT: None

ATTEST: President, Board of Directors

Board Clerk
RESOLUTION NO. 2015-7

A RESOLUTION OF THE BOARD OF FIRE DIRECTORS
NOVATO FIRE PROTECTION DISTRICT
ESTABLISHING THE SPECIAL TAX RATE FOR 2015/2016

WHEREAS, Ordinance 91-1 imposing a special tax for paramedic/ambulance services and fire protection and prevention was confirmed by more than two-thirds of the voters in an election held November 5, 1991; and

WHEREAS, Section III of said Ordinance provides that the District Board shall determine annually, based upon a budget recommended to it, whether the basic tax rate shall be revised to reflect changes in charges and costs; and

WHEREAS, said Ordinance was amended by more than two thirds of the voters in an election held March 5, 2002; and

WHEREAS, said amendment approved on March 5, 2002, increases the special tax up to 6 cents/square foot on residential structures, and up to 9 cents/square foot on commercial/industrial structures; and

WHEREAS, said amendment approved on March 5, 2002, permits the special tax to be adjusted annually for inflation, which was 2.84% for 2014 establishing new limits at 8.39 cents/square foot on residential structures and 12.58 cents/square foot on commercial/industrial structures.

NOW THEREFORE BE IT RESOLVED that said basic tax rate is hereby established as follows:

<table>
<thead>
<tr>
<th>Use Code</th>
<th>Description</th>
<th>Adopted Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Single Family Residential Improved</td>
<td>8.39 cents/square foot</td>
</tr>
<tr>
<td>14</td>
<td>Attached Single Family Residential</td>
<td>8.39 cents/square foot</td>
</tr>
<tr>
<td>21</td>
<td>Multiple Residential Improved</td>
<td>8.39 cents/square foot</td>
</tr>
<tr>
<td>31</td>
<td>Rural Improved</td>
<td>8.39 cents/square foot</td>
</tr>
<tr>
<td>33</td>
<td>Agricultural Improved</td>
<td>8.39 cents/square foot</td>
</tr>
<tr>
<td>41</td>
<td>Industrial Improved</td>
<td>12.58 cents/square foot</td>
</tr>
<tr>
<td>51</td>
<td>Commercial Improved</td>
<td>12.58 cents/square foot</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED by the Board of Fire Directors, Novato Fire Protection District, on the 6th day of May 2015 by the following vote:

AYES: Directors Kaselionis, Silverman and Galli

NOES: None

ABSENT: Directors Beedle and Fenner, Jr.

[Signature]
President, Board of Directors

Attest: [Signature]
RESOLUTION NO. 2015-8

RESOLUTION OF THE GOVERNING BODY OF THE
NOVATO FIRE PROTECTION DISTRICT
PROPOSING AN ELECTION BE HELD IN ITS JURISDICTION;
REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE WITH ANY
OTHER ELECTION CONDUCTED ON SAID DATE, AND REQUESTING
ELECTION SERVICES BY THE MARIN COUNTY ELECTIONS DEPARTMENT

WHEREAS, it is the determination of said governing body that the Uniform District Election to be held on the 3rd day of November, 2015, at which election the issue to be presented to the voters shall be:

To elect members to the Board of Directors:

Number of Regular Term Positions (4 year) 3
Number of Short Term Positions (2 year) 1

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Marin is hereby requested to:

1) Consolidate said election with any other applicable election conducted on the same day;
2) Authorize and direct the Elections Department at District expense, to provide all necessary election services and to canvass the results of said election.

Payment for the publication of a candidate’s statement of qualification is the responsibility of the: Candidate

PASSED AND ADOPTED this 6th day of May, 2015 by the following vote, to wit:

AYES: Directors Kaselionis, Silverman, and Galli

NOES: None

ABSENT: Directors Beedel and Fenner, Jr.

PRESIDENT, BOARD OF DIRECTORS

ATTEST:
Board Clerk
RESOLUTION NO. 2015-9
RESOLUTION OF THE BOARD OF DIRECTORS
NOVATO FIRE PROTECTION DISTRICT (DISTRICT)
TERMINATING THE APPLICABILITY OF THE 4% COST OF LIVING ADJUSTMENT (COLA) OPTIONAL BENEFIT PROVISION UNDER THE COUNTY EMPLOYEES RETIREMENT LAW OF 1937 (CERL) AND PROVIDING 2% COLA UNDER CERL TO NON-SWORN PERSONS FIRST EMPLOYED BY THE DISTRICT ON OR AFTER JUNE 1, 2015

THE DISTRICT BOARD HEREBY RESOLVES AS FollowS:

WHEREAS, on July 7, 1970, by its Ordinance No. 1777, the Board of Supervisors of the County of Marin (County) adopted the provisions of CERL Article 16.5 (Chapter 3, Part 3, Division 4, Title 3 (Sections 31870, et seq.) of the California Government Code relating to cost of living adjustments, effective April 1, 1970;

WHEREAS, the County Board of Supervisors subsequently adopted a cost of living adjustment ("COLA") up to 4% per year as permitted by Government Code Section 31874.2, and that benefit was also provided to employees of the District.

WHEREAS, on June 10, 1980, by its Resolution 80-179, the County Board of Supervisors acted under its authority in Section 31483 of the Government Code to terminate the applicability of optional increased COLAs permitted under Government Code Section 31874.2 as to persons first hired by the County on or after July 1, 1980, and determined that the 2% COLA in Government Code Section 31870 would apply to such future County employees.

WHEREAS, the District Board also has determined to terminate the applicability of the optional 4% COLA to persons first hired by the District on or after June 1, 2015, and to provide the 2% COLA in Government Code Section 31870 to District non-sworn employees first hired thereafter into a position in MCERA membership.

WHEREAS, the Public Employees’ Pension Reform Act of 2013 ("PEPRA") does not address COLAs, and thus this Resolution is intended to apply to the District’s non-sworn employees who are deemed “new members” under PEPRA (“PEPRA members”) who are first hired by the District on or after June 1, 2015.

NOW, THEREFORE, BE IT RESOLVED that the optional 4% annual cost of living adjustment permitted by Section 31874.2 of the Government Code shall not be applicable to non-sworn PEPRA members first hired on or after June 1, 2015, by the Novato Fire Protection District into membership positions in the Marin County Employees’ Retirement Association (MCERA).
BE IT FURTHER RESOLVED that the 2% cost of living adjustment provided in Section 31870 of the Government Code will apply instead to non-sworn PEPRA members first hired on or after June 1, 2015, by the Novato Fire Protection District into membership positions in MCERA.

PASSED AND ADOPTED at a regular meeting of the Novato Fire Protection District Board of Directors held June 3, 2015 by the following vote:

AYES: Directors Kaselionis, Galli, Fenner, Jr., Silverman, and Beedle

NOES: None

ABSENT: None

[Signature]
President, Board of Directors

ATTEST:
[Signature]
Clerk
RESOLUTION NO. 2015-10


WHEREAS, the Non-Sworn Administrative Staff ("Association") is the formally recognized employee organization for the non-sworn administrative staff’s representation unit; and

WHEREAS, the Association members provide a valuable service to the Novato Fire Protection District; and

WHEREAS, the District, via its representative, has negotiated with the Association regarding adjustments to the salary and benefits of Association members; and

WHEREAS, the Board of Directors finds that salary and benefit adjustments for the Association members, as described in the Memorandum of Understanding attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The President of the Board of the Directors is authorized to execute the Memorandum of Understanding attached hereto as Exhibit A and bind the District to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, County of Marin, State of California, this 3rd day of June 2015, by the following vote:

AYES: Directors Galli, Fenner, Jr., Silverman, and Beedle

NOES: Director Kaselionis

ABSTAIN: None

ABSENT: None

[Signature]
President, Board of Directors

Attest: [Signature]
Memorandum of Understanding
Between
Novato Fire Protection District
And
Non-Sworn Administrative Staff (NSAS)

Wages and Compensation, Benefits, Working Conditions
June 1, 2015 – June 30, 2017

May 12, 2015
Memorandum of Understanding

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT ("District") and the Non-Sworn Administrative Staff ("ASSOCIATION"). In accordance with California Government Code section 3500 et. seq., the parties have met and conferred in good faith concerning wages, hours and other terms and conditions of employment and have reached agreement on the provisions set forth below.

ARTICLE I FULL UNDERSTANDING AND AGREEMENT

This agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any prior or existing understandings or agreements by the parties, whether formal or informal regarding any such matters are hereby superseded.

Except as expressly provided by this agreement, it is agreed and understood that, for the term of this Agreement, each party to this agreement, voluntarily waives its rights to negotiate with respect to any matter covered by the express terms of this Agreement.

ARTICLE II REPRESENTED POSITIONS

The Non-Sworn Administrative Staff (Association) bargaining unit consists of the following represented positions:

- Administrative Assistant
- Analyst
- Executive Assistant
- Mechanic
- Part-time Fire Inspector
- Specialist

ARTICLE III - TERM

This Agreement shall be in effect from June 1, 2015 through June 30, 2017.

May 12, 2015
c) Association grievances based on a claim of a violation within its scope of representation shall be initiated at Step 2.

3. STEP 3 — Arbitration

a) If the grievant believes that the grievance has not been adequately resolved at Step 2, the Association may file, in writing, within fourteen (14) calendar days of receipt of the Step 2 decision, a request to arbitrate the grievance.

b) The grievance will be determined by an arbitrator selected by mutual agreement between the District and the Association.

c) The decision of the arbitrator will be final and binding on all parties.

d) Both parties shall endeavor to submit the grievance to the arbitrator within sixty (60) calendar days after filing of the appeal to Step 3.

Immediate Arbitration

1. In cases of alleged irreparable injury, the Association (only) may invoke “immediate arbitration.” The purpose of this provision is to have a determination by the arbitrator of the propriety or impropriety of the intended action before the action/omission occurs. The parties shall, by mutual agreement, or “striking”, choose an arbitrator within five (5) workdays of the grievance reaching Step 2, or use the usual “striking” procedure and timelines if the action is stayed pending a decision.

2. There shall be oral argument after the evidence is submitted. Post hearing briefs may be submitted by mutual agreement. Pre-hearing briefs may be submitted at the option of either party.

General Conditions

1. Any time limit may be extended by mutual agreement in writing.

2. An aggrieved employee may be represented by a representative of his/her choice and said representative is entitled to be present at all formal meetings, conferences, and hearings pertaining to the grievance.

3. All expenses of arbitration shall be shared equally by the District and the Association.

May 12, 2015
ARTICLE VI – SALARY STEP REQUIREMENTS FOR REPRESENTED CLASSIFICATIONS

All Association bargaining unit member classifications that achieve a step raise as provided below shall no longer receive Educational Incentive compensation for the items that were required for that step raise.

EXAMPLE: a member earns a Microsoft Office certificate worth 1% educational incentive. A step raise requires 5 Microsoft Office certificates. Upon achieving the step raise, any educational incentives previously paid for those certificates shall cease.

Analyst – EMS Billing

<table>
<thead>
<tr>
<th>Billing Analyst</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billing Analyst – Step 3</td>
<td>Meet EMS Billing Analyst Step 2 requirements and completion of 12 months in the position. Must retain all necessary certifications required for the District to bill MediCal, Medicare and similar government health plans. Must Maintain CACO and CAC certification. Must obtain the Certified Ambulance Privacy Officer (CAPO) certification and act as the HIPPA Compliance Officer. Must also work with EMS Billing clients on a regular basis and handle all annual rate analysis. Must receive Personnel Evaluation of “Meets District Standards” or greater in the year prior to the step increase to Step 3. Subject to recommendation by Supervisor and approval of the Fire Chief.</td>
</tr>
<tr>
<td>Billing Analyst – Step 2</td>
<td>Meet EMS Billing Analyst Step 1 requirements and completion of 12 months in the position. Must remain certified and compliant with state and federal regulations so that the District retains the right to bill MediCal, Medicare or similar government health plans. Must obtain Certified Ambulance Compliance Officer (CACO) certification. As a CACO, act as Medical Billing/EMS Internal Auditor. Must maintain CAC and stay current on certifications. Must receive Personnel Evaluation of “Meets District Standards” or greater in the year prior to the step increase to Step 2. Subject to recommendation by Supervisor and approval of the Fire Chief.</td>
</tr>
<tr>
<td>Billing Analyst – Step 1</td>
<td>Meet EMS Billing Specialist 1 through 3 requirements and in addition have a certification in business management or five (5) years’ plus experience as and EMS billing lead/manager to qualify. Must maintain Certified Ambulance Coder certification (CAC) and keep current. Subject to recommendation by Supervisor and approval of the Fire Chief.</td>
</tr>
</tbody>
</table>

May 12, 2015
### B. Specialist - Accounting

<table>
<thead>
<tr>
<th>Position</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Assistant Step 1</td>
<td>Initial step upon employment by the District.</td>
</tr>
<tr>
<td>Administrative Assistant Step 2</td>
<td>Step 2 is achieved after successful completion of one year of probation; achieving “Meets District Standards” on personnel evaluation; with recommendation of immediate supervisor and with approval of the Fire Chief.</td>
</tr>
<tr>
<td>Administrative Assistant Step 3</td>
<td>Step 3 is achieved after successful completion of one year at Step 2; completion of one Microsoft Office application certification; achieving “Meets District Standards” on personnel evaluation; with recommendation of immediate supervisor and with approval of the Fire Chief.</td>
</tr>
</tbody>
</table>

### C. Mechanic

Effective the date of ratification, the Novato Fire Protection District (District) and Non-Sworn Administrative Staff (NSAS) agree:

The member serving in the Mechanic position must meet the following requirements to advance to Mechanic Step 3:

1. Possess a Master Mechanic certificate of completion from the California State Fire Marshal’s Office and;
2. Serve one year at Mechanic Step 2 and;
3. Achieve a “Meets District Standards” rating on a performance evaluation and;
4. Receive a recommendation from the member’s supervisor and;
5. Receive approval from the Fire Chief.
6. The District shall advance Mechanic Ken Forkes to Mechanic Step 3 and make the advancement effective January 1, 2015.
5. Out of Class Pay
   a. Effective on June 1, 2015, the District shall cease paying Out of Class Pay.
   b. Member previously receiving Out of Class Pay shall receive a non-pensionable Executive Bonus in lieu of Out of Class pay.
   c. The amount of the Executive Bonus shall be the dollar amount of the Out of Class that the member is receiving prior to June 1, 2015, and shall be fixed for the term of the Agreement.
   d. The Executive Bonuses shall be distributed in accordance with the following schedule:
      - Upon adoption of the Agreement, an Executive Bonus for the period from date of adoption to June 30, 2015.
      - July 1, 2015, an annual Executive Bonus equal to 12 months.
      - July 1, 2016, an annual Executive Bonus equal to 12 months.

6. Physical Fitness
   a. Association members may use Physical Fitness time per the District’s physical fitness policy.

7. Flex Time
   a. Flex time may be granted for day staff and must follow the District’s Flextime Policy.

8. Continuing Education/Career Development Benefit
   a. Career development for the Administrative Support Staff includes books, tuition, and 80 hours of paid leave per year to attend the classes listed in Table A below:

<table>
<thead>
<tr>
<th>Table A – Career Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSF Inspector (Fire Prevention 1A, 1B, 1C)</td>
</tr>
<tr>
<td>Public Educator</td>
</tr>
<tr>
<td>Fire Investigator Level I</td>
</tr>
<tr>
<td>Fire Investigator Level II</td>
</tr>
<tr>
<td>Plans Examiner</td>
</tr>
<tr>
<td>Certified Bookkeeper</td>
</tr>
<tr>
<td>Employee Benefit Specialist Certification</td>
</tr>
<tr>
<td>Human Resources Management Certificate</td>
</tr>
</tbody>
</table>

Table A – Career Development, cont’d.

May 12, 2015
9. Health Insurance - Medical

Effective June 1, 2015, Association members will change to the following medical plan contribution schedule, specific to their appropriate tier based upon hiring dates as outlined below.

Members who are employed full-time upon the June 1, 2015 and who were employed full-time prior to May 1, 2015 shall receive a 5% base pay increase.

90 day Wait Period for Enrollment in Health Plans
Management and Administrative Support Staff members hired on or after June 1, 2011 shall have a 90 day waiting period before they are enrolled in District medical, dental, or vision plans. In accordance with the Affordable Care Act, medical benefits will become active on the 90th day of employment.

The District requires all members to have a medical insurance plan. Members choosing to waive District sponsored medical coverage shall submit a Waiver of Medical Insurance Coverage form.

A. Medical Insurance Tier 1: Members hired prior to January 1, 2015:

District Employer Contribution for Medical Insurance Benefits
The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing members and their dependents with access to medical insurance benefits. Members must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

The amount required by Government Code Section 22892 shall be the District’s Employer Contribution for medical insurance benefits. This contribution is required only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

The District shall provide a maximum employer contribution that is equal to the minimum contribution required under the PEMHCA.

Supplemental Benefit Allowance
The District agrees to provide a Supplemental Benefit Allowance to all full-time represented members eligible to participate in the District’s medical insurance benefits. Receipt of any Supplemental Benefit Allowance shall be in addition to the District Employer Contribution that is provided in the previous paragraphs.

May 12, 2015
addition to the District Employer Contribution that is provided in the previous paragraphs.

The Supplemental Benefit Allowance provided to a member shall be determined based on a member's participation level. Any Supplemental Benefit Allowance can only be used by a member to offset the cost of participation in District sponsored medical benefits that are available through an IRS Section 125 cafeteria plan. Upon adoption of this agreement, the District shall provide a Supplemental Benefit Allowance that when added to the PEMHCA contribution, totals 60% of the Kaiser HMO premium for active members who enroll in medical insurance for Member Only, Member + 1 Dependent, or Member + Family.

The District's contribution towards medical insurance premiums is based upon the CalPERS Kaiser HMO premium in 2015. This rate shall be adjusted annually based upon the Kaiser HMO premium.

Members are responsible for paying the difference between the cost of their selected medical insurance premium and the established Supplemental Benefit Allowance.

3. Section 125 Cafeteria Plan
The District agrees to maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing members with access to various health benefits.

C. Medical Insurance for Retired Members

District Employer Contribution for Retiree Medical Insurance Benefits
The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing retired members and their dependents with access to medical insurance benefits for the duration of their life. Members must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA); or any other health benefits organization contracted by the District to provide medical benefits.

The amount required by Government Code Section 22892 shall be the District Employer Contribution for Retiree Medical Insurance Benefits. This contribution is required only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

The District will provide a maximum retired employer contribution that is equal to the minimum contribution required under PEMHCA.

May 12, 2015
Supplemental Retiree Benefit Allowance Vesting

<table>
<thead>
<tr>
<th>Current Years of Service as of June 1, 2015</th>
<th>Vesting Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 5</td>
<td>55%</td>
</tr>
<tr>
<td>5 to 10</td>
<td>60%</td>
</tr>
<tr>
<td>10 to 15</td>
<td>65%</td>
</tr>
<tr>
<td>15 to 20</td>
<td>70%</td>
</tr>
<tr>
<td>20 to 25</td>
<td>75%</td>
</tr>
<tr>
<td>25 to 30</td>
<td>80%</td>
</tr>
</tbody>
</table>

Each member shall accrue additional coverage at 0.75% for each year of service. This accrual will be in addition to the vesting base percentage described above. The sum of these two calculations shall be the total percentage of healthcare premium that is paid for by the District covering family, member and spouse or single of the Kaiser HMO Premium to a maximum of 80% on January 1, 2011, 75% on April 1, 2023 and 70% on April 1, 2028.

Effective June 1, 2015 the District shall establish a Retirement Health Savings (RHS) plan that will provide tax advantaged income to pay for retirement medical insurance premiums. The District shall contribute a $100 per month contribution to the mandatory $50.00 per month member contribution for members under the age of 40 for a total combined contribution of $150 per month. When current members reach the age of 40, the member contribution shall increase to $75.00 per month and the District contribution will increase to $125 per month for a total combined contribution of $200 per month. For members over the age of 40 at the time of this MOU adoption, the District shall contribute a $150 per month to the mandatory member contribution of $75.00 per month for a total of $225 per month.

A one-time vesting base formula adjustment to 70% for current members who were over the age of forty and had eleven years of service or less on July 1, 2015.

Both member and District contributions shall be adjusted annually beginning June 30, 2015, at a percentage rate equal to the United States Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose annual consumer price index (CPI).
13. Life Insurance, All Tiers
   a. The District agrees to contribute twelve dollars ($12.00) per month toward life insurance plan(s) and the District shall deduct the remaining required premium from the bargaining unit member’s paycheck. Unit members’ will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

14. Disability - AFLAC Insurance, All Tiers
   a. The District will contribute $150.00 per month to the base salary for disability insurance for bargaining unit members.

15. Employee Assistance Program (EAP)
   a. The District reserves the exclusive right to enter into an Employee Assistance Program and it is subject to annual review. The current EAP program through the Managed Health Network (MHN) offers 10 counseling sessions per incident, per year for all bargaining unit members and their dependents along with on-line services.

16. Educational Incentive contributions to 457 Plan
   a. Bargaining unit members may earn a maximum of 6% of their base salary from the Educational Incentive items listed in Table B below.

   b. The Educational Incentive amount shall be deposited into the bargaining unit member’s deferred compensation plan.

   c. Association members must have an active District sponsored 457 plan account to be eligible to receive the Educational Incentive pay.

   d. The Educational Incentive amount earned shall not be pensionable.

      a. Bargaining unit members that achieve a step raise shall no longer receive Educational Incentive compensation for the items that were required for that step raise.

      EXAMPLE: a bargaining unit member earns a Microsoft Office certificate worth 1% educational incentive. A step raise requires 5 Microsoft Office certificates. Upon achieving the step raise, any educational incentives previously paid for those certificates shall cease.

May 12, 2015
17. Excess Sick Leave - Retirement
   a. A day-shift member’s accumulated sick leave may be applied toward retirement up to a cap of 2,080 hours.

ARTICLE VIII - LEAVES

This section includes descriptions for the different types of leave programs available to represented members.

1. Administrative Leave
   a. The District shall cease paying Administrative Leave with the acknowledgement that the Executive Assistant has received 40 hours of Administrative Leave in January of 2015.

   b. The Administrative Leave already paid to the Executive Assistant in January of 2015 shall be deemed compensation for the Administrative Assistant to attend Board of Directors regular meetings, special meeting, and committee meetings in 2015.

   c. Except as provided above, no additional Administrative Leave shall be paid during the term of this agreement.

2. Bereavement Leave is available to any member for the purpose of attending to family needs that arise in connection with the death of a member of the employee’s immediate family. Member’s family for bereavement leave includes: Spouse, domestic partners (as defined by the State of California), mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse’s parents and spouse’s grandmother and grandfather.

3. Catastrophic Leave is for use after a catastrophic illness or injury or a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude an employee from returning to work for an extended period of time, during which the employee will exhaust all of his/her accumulated leave balances. In order to request catastrophic leave the employee must have exhausted all of their accrued leave, including sick leave, compensatory time off, and vacation time and received the approval of the Fire Chief to open a Personal Catastrophic Leave account. If the employee is incapacitated, their legally recognized representative may request that the account be opened.

May 12, 2015
c. Part-Time bargaining unit members shall be awarded one (1) hour of sick time for every 30 hours worked, up to 24 hours per year in accordance with the Healthy Workplace Healthy Families Act of 2014.

9. Sick Leave Incentive
   a. Full-time bargaining unit members shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.
   b. FMLA leave shall not be considered as Sick Leave.
   c. The 8.5 hours of pay shall be contributed into the member’s deferred compensation account (457 plan).

10. Excess Sick Leave Contribution to Deferred Compensation (457 Plan)
    a. Upon request the District will contribute to a bargaining unit member’s deferred compensation account an amount equivalent to the hours in a member’s sick leave bank in excess of 500 hours.
    b. A bargaining unit member must request this transfer of excess sick leave hours by the first pay period in January.
    c. Bargaining unit members with less than 500 hours may not request a transfer, and no transfer of sick leave hours shall cause the member’s sick leave bank to contain less than 500 hours.
    d. The transferred sick leave shall be calculated at 50% of a bargaining unit member’s hourly rate.

11. Office Holidays
    a. Paid holidays for management and administrative support staff members are: New Years’ Day, Martin Luther King’s birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran’s Day, Thanksgiving, Friday following Thanksgiving, and Christmas; and a 4-hour (p.m.) holiday on weekday Christmas Eve Day.

12. Vacation
    a. Full time bargaining unit members shall receive Vacation Leave based upon completed years of service, following the District’s Vacation policy.
       i. For purposes of calculating years of service, the hire date is considered to be January 1 of the member’s hire year.

       EXAMPLE: a bargaining unit member hired on April 1, 2000 will have their years of service calculated for vacation leave purposes with a hire date of January 1, 2000.

       b. Vacation leave must be used in 4 hour or greater increments.
       c. Bargaining unit members who have vacation hour balances less than four
3. Tier 3 Retired Employees

Full time employees hired after June 1, 2015, shall be eligible for retirement benefits through the Marin County Public Employee’s Retirement Agency (MCERA) as follows:

d. Retirement pay rate of 2% at 62 years of age
e. Annual Cost of Living Adjustment (COLA) not to exceed 2%
f. Three (3) year average of compensation for determining final compensation for retirement pay

4. Following 30 years of contributions of MCERA, employer and member contributions cease.

ARTICLE X – DRIVER LICENSE REQUIREMENTS

1. Members are required to possess a valid California Driver License, Class C.

ARTICLE XI- EXISTING DISTRICT PERSONNEL RULES, POLICIES AND PROCEDURES

Unless changed by the express terms of this Agreement, all terms and conditions of employment established by written District personnel rules, policies and procedures in effect at the time of adoption of this Agreement shall remain in full force and effect unless and until changed in accordance with State law.

May 12, 2015
RESOLUTION NO. 2015-9
RESOLUTION OF THE BOARD OF DIRECTORS
NOVATO FIRE PROTECTION DISTRICT (DISTRICT)
TERMINATING THE APPLICABILITY OF THE 4% COST OF LIVING ADJUSTMENT (COLA) OPTIONAL BENEFIT PROVISION UNDER THE COUNTY EMPLOYEES RETIREMENT LAW OF 1937 (CERL) AND PROVIDING 2% COLA UNDER CERL TO NON-SWORN PERSONS FIRST EMPLOYED BY THE DISTRICT ON OR AFTER JUNE 1, 2015

THE DISTRICT BOARD HEREBY RESOLVES AS FOLLOWS:

WHEREAS, on July 7, 1970, by its Ordinance No. 1777, the Board of Supervisors of the County of Marin (County) adopted the provisions of CERL Article 16.5 (Chapter 3, Part 3, Division 4, Title 3 (Sections 31870, et seq.) of the California Government Code relating to cost of living adjustments, effective April 1, 1970;

WHEREAS, the County Board of Supervisors subsequently adopted a cost of living adjustment ("COLA") up to 4% per year as permitted by Government Code Section 31874.2, and that benefit was also provided to employees of the District.

WHEREAS, on June 10, 1980, by its Resolution 80-179, the County Board of Supervisors acted under its authority in Section 31483 of the Government Code to terminate the applicability of optional increased COLAs permitted under Government Code Section 31874.2 as to persons first hired by the County on or after July 1, 1980, and determined that the 2% COLA in Government Code Section 31870 would apply to such future County employees.

WHEREAS, the District Board also has determined to terminate the applicability of the optional 4% COLA to persons first hired by the District on or after June 1, 2015, and to provide the 2% COLA in Government Code Section 31870 to District non-sworn employees first hired thereafter into a position in MCERA membership.

WHEREAS, the Public Employees’ Pension Reform Act of 2013 ("PEPRA") does not address COLAs, and thus this Resolution is intended to apply to the District’s non-sworn employees who are deemed “new members” under PEPRA ("PEPRA members") who are first hired by the District on or after June 1, 2015.

NOW, THEREFORE, BE IT RESOLVED that the optional 4% annual cost of living adjustment permitted by Section 31874.2 of the Government Code shall not be applicable to non-sworn PEPRA members first hired on or after June 1, 2015, by the Novato Fire Protection District into membership positions in the Marin County Employees’ Retirement Association (MCERA).
BE IT FURTHER RESOLVED that the 2% cost of living adjustment provided in Section 31870 of the Government Code will apply instead to non-sworn PEPRA members first hired on or after June 1, 2015, by the Novato Fire Protection District into membership positions in MCERA.

PASSED AND ADOPTED at a regular meeting of the Novato Fire Protection District Board of Directors held June 3, 2015 by the following vote:

AYES: Directors Kaselionis, Galli, Fenner, Jr., Silverman, and Beedle

NOES: None

ABSENT: None

[Signature]
President, Board of Directors

ATTEST:
[Signature]
Clerk
RESOLUTION NO. 2015-8

RESOLUTION OF THE GOVERNING BODY OF THE
NOVATO FIRE PROTECTION DISTRICT
PROPOSING AN ELECTION BE HELD IN ITS JURISDICTION;
REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE WITH ANY
OTHER ELECTION CONDUCTED ON SAID DATE, AND REQUESTING
ELECTION SERVICES BY THE MARIN COUNTY ELECTIONS DEPARTMENT

WHEREAS, it is the determination of said governing body that the Uniform District Election to be held on the 3rd day of November, 2015, at which election the issue to be presented to the voters shall be:

To elect members to the Board of Directors:

Number of Regular Term Positions (4 year) 3
Number of Short Term Positions (2 year) 1

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Marin is hereby requested to:

1) Consolidate said election with any other applicable election conducted on the same day;
2) Authorize and direct the Elections Department at District expense, to provide all necessary election services and to canvass the results of said election.

Payment for the publication of a candidate's statement of qualification is the responsibility of the: Candidate

PASSED AND ADOPTED this 6th day of May, 2015 by the following vote, to wit:

AYES: Directors Kaselionis, Silverman, and Calli

NOES: None

ABSENT: Directors Beedel and Fenner, Jr.

PRESIDENT, BOARD OF DIRECTORS

ATTEST: Board Clerk
RESOLUTION NO. 2015-7

A RESOLUTION OF THE BOARD OF FIRE DIRECTORS
NOVATO FIRE PROTECTION DISTRICT
ESTABLISHING THE SPECIAL TAX RATE FOR 2015/2016

WHEREAS, Ordinance 91-1 imposing a special tax for paramedic/ambulance services and fire protection and prevention was confirmed by more than two-thirds of the voters in an election held November 5, 1991; and

WHEREAS, Section III of said Ordinance provides that the District Board shall determine annually, based upon a budget recommended to it, whether the basic tax rate shall be revised to reflect changes in charges and costs; and

WHEREAS, said Ordinance was amended by more than two thirds of the voters in an election held March 5, 2002; and

WHEREAS, said amendment approved on March 5, 2002, increases the special tax up to 6 cents/square foot on residential structures, and up to 9 cents/square foot on commercial/industrial structures; and

WHEREAS, said amendment approved on March 5, 2002, permits the special tax to be adjusted annually for inflation, which was 2.84% for 2014 establishing new limits at 8.39 cents/square foot on residential structures and 12.58 cents/square foot on commercial/industrial structures.

NOW THEREFORE BE IT RESOLVED that said basic tax rate is hereby established as follows:

<table>
<thead>
<tr>
<th>Use Code</th>
<th>Description</th>
<th>Adopted Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Single Family Residential Improved</td>
<td>8.39 cents/square foot</td>
</tr>
<tr>
<td>14</td>
<td>Attached Single Family Residential</td>
<td>8.39 cents/square foot</td>
</tr>
<tr>
<td>21</td>
<td>Multiple Residential Improved</td>
<td>8.39 cents/square foot</td>
</tr>
<tr>
<td>31</td>
<td>Rural Improved</td>
<td>8.39 cents/square foot</td>
</tr>
<tr>
<td>33</td>
<td>Agricultural Improved</td>
<td>8.39 cents/square foot</td>
</tr>
<tr>
<td>41</td>
<td>Industrial Improved</td>
<td>12.58 cents/square foot</td>
</tr>
<tr>
<td>51</td>
<td>Commercial Improved</td>
<td>12.58 cents/square foot</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED by the Board of Fire Directors, Novato Fire Protection District, on the 6th day of May 2015 by the following vote:

AYES: Directors Kaselionis, Silverman and Galli

NOES: None

ABSENT: Directors Beadle and Fenner, Jr.

President, Board of Directors

Attest: [Signature]

[Signature]
RESOLUTION NO. 2015-6

A RESOLUTION OF THE BOARD OF DIRECTORS
NOVATO FIRE PROTECTION DISTRICT
DECLARATION OF ARSON AWARENESS WEEK
MAY 3 THROUGH MAY 9, 2015

WHEREAS, the theme for 2015 Arson Awareness Week is Accelerant Detection Canines — Sniffing Out Arson; and

WHEREAS, According to the U.S. Fire Administration from 2010-2012, an estimated 17,400 intentionally set fires in residential buildings were reported to U.S. fire departments each year, resulting in 275 civilian deaths, 800 civilian injuries, and $513 million in property loss. For this same time period, an estimated 9,000 intentionally set fires occurred in nonresidential buildings each year resulting in $282 million in property loss; and

WHEREAS, According to the Federal Bureau Investigation over the last five years (2009-2013), there has been an average of 53,127 arsons reported with an average dollar loss of $15,086 per incident; and

WHEREAS, According to the Novato Police Department records, 65 “Arson” incidents were investigated and determined; and an additional 35 fire investigation reports were determined “Suspicious in nature”, from 2009-2014.

WHEREAS, there are currently 7 active arson registrants in the City of Novato, and

WHEREAS, We will use the week of May 3-9 to focus on the value and contribution accelerant detection canines make to fire departments, law enforcement agencies, and their communities; and

WHEREAS, An accelerant detection canine saves time and money; there are fewer but more accurate evidence samples, which reduces expenditures at the lab, speeding up investigations and providing a higher conviction rate; and

NOW, THEREFORE, BE IT PROCLAIMED, that the Novato Fire District Board of Directors on behalf of its citizens do hereby proclaim May 3-9, 2015, to be Arson Awareness Week, and the first full week of May shall be so designated each year hereafter.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 1st day of April, 2015, by the following vote:

AYES: Directors Galli, Fenner, Jr., Kaselionis, Silverman and Beedle

NOES: None

ABSENT: None

ATTEST: [Signature]
Board Clerk

[Signature]
President, Board of Directors
RESOLUTION NO. 2015-12

A RESOLUTION OF THE BOARD OF FIRE DIRECTORS
NOVATO FIRE PROTECTION DISTRICT
DETERMINING THE 2015/16 APPROPRIATIONS LIMIT

RESOLVED by the Board of Directors of the Novato Fire Protection District, Marin County, California, that the Board, on the basis of appropriations limit calculation which has been on file and available in the office of the Fire Chief, has calculated the maximum limit applicable to the appropriation of tax proceeds for the fiscal year 2015/16 to be the sum of Fifty Four Million, Three Hundred Sixty Four Thousand, Six Hundred Forty Seven dollars ($54,364,647), and the basis of said calculations are available and on file in the office of the Fire Chief of said District, and that this resolution shall be posted by the Fire Chief at 95 Rowland Way, Novato, California.

PASSED AND ADOPTED by the Board of Fire Directors, Novato Fire Protection District, on the 5th day of August 2015, by the following vote:

AYES: Directors Fenner, Jr., Galli, Silverman, and Beedle

NAYS: None

ABSENT: Director Kaselionis

[Signature]
President, Board of Directors

Attest:

[Signature]
RESOLUTION NO. 2015-13

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
AUTHORIZING EXECUTION OF JOINT EXERCISE OF POWERS AGREEMENT II AND MOU
RELATING TO THE MARINMAP PROJECT

WHEREAS, The Novato Fire Protection District has been a member of, or has contributed to, the MarinMap project, while that project was administered by the Marin Telecommunications Agency;

WHEREAS, now, the administrative function for MarinMap will be transferred to the Marin Services Authority (MGAS);

WHEREAS, it is necessary to enter into new agreements regarding payment for, and participation in, MarinMap;

NOW THEREFORE, the Board of Directors of the Novato Fire Protection District hereby:

1. Authorizes the Marin County Fire Chiefs Associations President to sign the MarinMap Joint Exercise of Powers Agreement on behalf of the Novato Fire Protection District, and,

2. Authorizes the Chief of the Novato Fire Protection District to execute the MOU attached as Exhibit A on behalf of the District.

PASSED AND ADOPTED by the Board of Fire Directors, Novato Fire Protection District, on the 7th day of October, 2015 by the following vote:

AYES: Directors Kaselionis, Silverman, and Fenner, Jr.

NOES: None

ABSENT: Director Galli

[Signature]
President, Board of Directors

Attest: [Signature]
MEMORANDUM OF UNDERSTANDING BETWEEN SPECIAL DISTRICTS REGARDING ALLOCATION OF COSTS FOR MARINMAP

This Memorandum of Understanding ("MOU") is effective November 1, 2015, by and between Novato Fire Protection District, Southern Marin Fire Protection District, Tiburon Fire Protection District, Kentfield Fire Protection District, Ross Valley Fire Protection District, Bolinas Fire Protection District, Marinwood Community Services District, Stinson Beach Fire Protection District, and Inverness Public Utilities District (individually referred to as "Party" and collectively the "Parties").

Recitals

WHEREAS, MarinMap is a consortium of public agencies that manages regional GIS data for Counties, Cities and special districts to meet the informational needs of the public and each Member Agency in a cost-effective and efficient matter;

WHEREAS, the Parties enter into this MOU for the purpose of a joint membership in MarinMap as set forth in the Joint Exercise of Powers Agreement and its amendments;

WHEREAS, MarinMap will collectively charge the Parties $10,000 for their joint membership; and

WHEREAS, it is appropriate for the Parties to enter into this MOU regarding operation of the joint membership and the allocation of the joint membership fee.

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION I: EFFECTIVE DATE AND TERM

The effective date of this MOU shall be November 1, 2015

This MOU shall commence on the Effective Date and shall remain in effect until any Party through formal action of its governing board determines in its sole and absolute discretion that it is necessary to withdraw from this MOU for any reason. The Party making the determination to withdraw from this MOU ("Withdrawing Party") shall provide notice as set forth in Section VI below.

SECTION II: ROLES AND RESPONSIBILITIES OF PARTIES

a. Each Party agrees to share in the collective MarinMap membership cost of $10,000 annually based upon the population served by each Party.

b. Each Party agrees that Table 1, as set forth in Section V below, adequately sets forth the population it serves and the cost percentage allocated to its agency.
c. Each Party shall ensure that its agency representative will attend regular meetings to discuss all aspects of this MOU.

d. Each Party shall pay its membership fee allocation no later than June 15th each calendar year.

e. The Marin County Fire Chiefs Association shall serve as the Fiduciary Agent for the Fire Districts participating in the MarinMap MOU. The Marin County Fire Chiefs Association shall receive the invoice from MarinMap, process the annual payment, and collect each subscriber's required payment as detailed in Table 1. The Marin County Fire Chiefs Association will make the payment pursuant to the Joint Exercise of Powers Agreement no later than July 1 each calendar year.

f. Each Party shall have its governing body authorize the Marin County Fire Chiefs Association's President to sign the Joint Exercise of Powers Agreement on the Party's behalf.

SECTION III: REGULAR MEETINGS

The Parties agree that the Parties shall conduct regular meetings to discuss matters related to MarinMap. These meetings will be comprised of a representative from each Party. The Parties agree that the regular meetings may be conducted concurrently with the Marin County Fire Chief's Association meetings.

SECTION IV: REPRESENTATIVE

At their initial meeting, the Parties to this MOU shall elect an individual to serve as the representative for all of the Parties to serve on the MarinMap Steering Committee. Each Party shall have one vote toward the election of the representative. Each November, the Parties will elect a representative to serve for the following calendar year. The representative may serve multiple terms.

SECTION V: MEMBERSHIP FEES

Each Party understands that membership fees are due to the Marin County Fire Chiefs Association no later than June 15th of each calendar year. The membership fees allocated to each Party are set forth in Table 1. If any Party terminates Pursuant to Section VI below, the amounts due and owing by each Party will be adjusted according to population to ensure the full $10,000 membership fee is collected. If any Party terminates pursuant to Section VI below, all other Parties agree that the MOU will remain in full force and effect until all Parties agree to terminate pursuant to Section VI below.
TABLE 1:

<table>
<thead>
<tr>
<th></th>
<th>Cost</th>
<th>Percentage</th>
<th>$10,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Novato FPD</td>
<td>54,197</td>
<td>49.74%</td>
<td>$4,974</td>
</tr>
<tr>
<td>Southern Marin FPD</td>
<td>28,700</td>
<td>26.34%</td>
<td>$2,634</td>
</tr>
<tr>
<td>Tiburon FPD</td>
<td>7,459</td>
<td>6.85%</td>
<td>$685</td>
</tr>
<tr>
<td>Kentfield FPD</td>
<td>6,485</td>
<td>5.95%</td>
<td>$595</td>
</tr>
<tr>
<td>Ross Valley FPD</td>
<td>2,384</td>
<td>2.19%</td>
<td>$219</td>
</tr>
<tr>
<td>Marinwood CSD</td>
<td>6,094</td>
<td>5.59%</td>
<td>$559</td>
</tr>
<tr>
<td>Bolinas FPD</td>
<td>1,620</td>
<td>1.49%</td>
<td>$149</td>
</tr>
<tr>
<td>Inverness PUD</td>
<td>1,381</td>
<td>1.27%</td>
<td>$127</td>
</tr>
<tr>
<td>Stinson Beach FPD</td>
<td>632</td>
<td>.58%</td>
<td>$58</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>108,952</td>
<td><strong>100%</strong></td>
<td><strong>$10,000</strong></td>
</tr>
</tbody>
</table>

SECTION VI: TERMINATION

Any Party that seeks to discontinue membership in MarinMap and this MOU shall notify all other Parties to this MOU in writing no later than April 31st at the addresses set forth below in Section VII. The termination shall be effective June 15th of that calendar year. No amounts previously paid pursuant to Section V above will be credited or prorated to any Party that terminates as set forth in this Section.

SECTION VII: NOTICE

Notices shall be deemed effective on the date delivered if by personal service or overnight delivery service, or, if mailed, three (3) days after deposit in the U.S. Postal Service mail. All notices and other communications required or permitted to be given under this MOU shall be in writing and shall be addressed to the respective Parties as follows:

**Novato Fire Protection District**
95 Rowland Way
Novato, CA 94945

**Southern Marin Fire Protection District**
308 Reed Blvd,
Mill Valley, CA 94941

**Marin County Fire Department**
33 Castlerock Avenue
Woodacre, CA 94973
Tiburon Fire Protection District
1679 Tiburon Blvd.
Tiburon, CA 94920

Kentfield Fire Department
1004 Sir Francis Drake Blvd.
Kentfield, CA 94904

Ross Valley Fire
777 San Anselmo Avenue
San Anselmo, CA 94960

Bolinas Fire Protection District
PO Box 126
Bolinas, CA 94924

Marinwood Community Services District
775 Miller Creek Road
San Rafael, CA 94903

Inverness Public Utilities District
PO Box 469
50 Inverness Way,
Inverness, CA 94937

SECTION VIII: INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Parties and its officers, officials, employees, agents and volunteers (collectively “Indemnitees”) from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney’s fees and costs and fees of litigation) (collectively “Liability”) to anyone who may be injured or damaged by reason of the Party’s negligence, recklessness or willful misconduct in the performance of this MOU or its failure to comply with any of its obligations contained in this MOU. A Party that provides a defense to Indemnitees under this Section shall hire defense counsel acceptable to Indemnitees. The provisions of this Section shall survive the termination or expiration of this MOU.

SECTION IX: NOTIFICATION OF THIRD-PARTY ACTION

Each Party shall, within fifteen (15) calendar days, give the other Parties notice in writing of any action or suit filed or claim made against the other Parties that may result in litigation related in any way to the services performed pursuant to this MOU.
SECTION X: GOVERNING LAW AND VENUE

The law governing this MOU shall be that of the State of California. In the event that suit shall be brought by any party this MOU, the Parties agree that venue shall be exclusively vested in Marin County.

SECTION XI. COUNTERPARTS

This MOU may be signed in two or more counterparts, and all counterparts, taken together, constitute one instrument. A party may sign this agreement, or any counterpart, by signing a copy that has been signed by the other party and sent to the party signing by facsimile or as a scanned copy. The facsimile or scanned document signed in that way will be accepted as an original.

IN WITNESS WHEREOF, THIS MEMORANDUM OF UNDERSTANDING HAS BEEN ENTERED INTO AS FOLLOWS:

NOVATO FIRE PROTECTION DISTRICT

By: 

Its Fire Chief

October 7, 2015

SOUTHERN MARIN FIRE PROTECTION DISTRICT

By: 

Its 

, 2015
TIBURON FIRE PROTECTION DISTRICT

By: ________________________________

Its ________________________________

____________________, 2015

KENTFIELD FIRE PROTECTION DISTRICT

By: ________________________________

Its ________________________________

____________________, 2015

ROSS VALLEY FIRE PROTECTION DISTRICT

By: ________________________________

Its ________________________________

____________________, 2015

BOLINAS FIRE PROTECTION DISTRICT

By: ________________________________

Its ________________________________

____________________, 2015
MARINWOOD COMMUNITY SERVICES DISTRICT

By: ____________________________
Its ____________________________
_______________, 2015

STINSON BEACH FIRE PROTECTION DISTRICT

By: ____________________________
Its ____________________________
_______________, 2015

INVERNESS PUBLIC UTILITIES DISTRICT

By: ____________________________
Its ____________________________
_______________, 2015
RESOLUTION NO. 2015-16

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND FIRE CHIEF MARK HEINE

WHEREAS, Fire Chief Mark Heine is a non-represented employee of the Novato Fire Protection District; and

WHEREAS, Fire Chief Mark Heine provides a valuable service and leadership to the Novato Fire Protection District; and

WHEREAS, the District, via its representative, has negotiated with Fire Chief Mark Heine regarding adjustments to the salary and benefits of Fire Chief Mark Heine; and

WHEREAS, the Board of Directors finds that salary and benefit adjustments for Fire Chief Mark Heine, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The President of the Board of the Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A and bind the District to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, County of Marin, State of California, this 2nd day of December, 2015, by the following vote:

AYES: Directors Davis, Fenner, Jr., Silverman, and Galli

NOES: Director Kaselionis

ABSTAIN: None

ABSENT: None

Attest: [Signature]

[Signature]

President, Board of Directors
RESOLUTION NO. 2015-17

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND DEPUTY FIRE CHIEF ADAM BROLAN

WHEREAS, Deputy Fire Chief Adam Brolan is a non-represented employee of the Novato Fire Protection District; and

WHEREAS, Deputy Fire Chief Adam Brolan provides a valuable service and leadership to the Novato Fire Protection District; and

WHEREAS, the District, via its representative, has negotiated with Deputy Fire Chief Adam Brolan regarding adjustments to the salary and benefits of Deputy Fire Chief Adam Brolan; and

WHEREAS, the Board of Directors finds that salary and benefit adjustments for Deputy Fire Chief Adam Brolan, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The President of the Board of the Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A and bind the District to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, County of Marin, State of California, this 2nd day of December, 2015, by the following vote:

AYES: Directors Davis, Fenner, Jr., Silverman, and Galli

NOES: Director Kaselionis

ABSTAIN: None

ABSENT: None

Attest: [Signature]

President, Board of Directors
RESOLUTION NO. 2015-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND FINANCE DIRECTOR DAN HOM

WHEREAS, Finance Director Dan Hom is a non-represented employee of the Novato Fire Protection District; and

WHEREAS, Finance Director Dan Hom provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the District, via its representative, has negotiated with Finance Director Dan Hom regarding adjustments to the salary and benefits of Finance Director Dan Hom; and

WHEREAS, the Board of Directors finds that salary and benefit adjustments for Finance Director Dan Hom, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The President of the Board of the Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A and bind the District to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, County of Marin, State of California, this 2nd day of December, 2015, by the following vote:

AYES: Directors Davis, Fenner, Jr. Silverman, and Galli

NOES: Director Kaselionis

ABSTAIN: None

ABSENT: None

Attest: [Signature]

[Signature]
President, Board of Directors
RESOLUTION NO. 2015-19

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND HUMAN RESOURCES MANAGER GRETCHEN FELCIANO

WHEREAS, Human Resources Manager Gretchen Felciano is a non-represented employee of the Novato Fire Protection District; and

WHEREAS, Human Resources Manager Gretchen Felciano provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the District, via its representative, has negotiated with Human Resources Manager Gretchen Felciano regarding adjustments to the salary and benefits of Human Resources Manager Gretchen Felciano; and

WHEREAS, the Board of Directors finds that salary and benefit adjustments for Human Resources Manager Gretchen Felciano, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The President of the Board of the Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A and bind the District to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, County of Marin, State of California, this 2nd day of December, 2015, by the following vote:

AYES: Directors Davis, Fenner, Jr., Silverman, and Galli

NOES: Director Kaselionis

ABSTAIN: None

ABSENT: None

Attest: [Signature]

President, Board of Directors
Employment Agreement

Between

Novato Fire Protection District

And

Human Resources Manager Gretchen Felciano

August 5, 2015
Article I: Full Understanding and Agreement
Article II: For Cause Employment
Article III: Termination of Agreement
Article IV: Dispute Resolution
Article V: Salary
Article VI: Benefits
Article VII: Leaves
Article VIII: Retirement
Article IX: Driver's License Requirements
Article X: Existing District Personnel Rules, Policies and Procedures
Article XI: Additional Provisions

August 5, 2015
Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT ("District") and the Human Resources Manager ("HR Manager").

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the HR Manager’s terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

ARTICLE II - FOR CAUSE EMPLOYMENT

The HR Manager’s employment with the District shall not be for any particular term and she will be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. In this regard, it is understood that the HR Manager serves as a “for cause” employee, meaning her employment with the District may be terminated by the District for reasons and in the procedural manner provided by the District’s personnel rules.

ARTICLE III - TERMINATION OF AGREEMENT

As provided above, the HR Manager shall be separated from employment with the District and the terms and conditions of employment of this Agreement terminated only for cause in accordance with District personnel rules, policies and procedures regarding employee performance and discipline.

ARTICLE IV - SALARY

The HR Manager’s salary shall be as follows, effective July 1, 2015.

<table>
<thead>
<tr>
<th>Position</th>
<th>Monthly Base Salary</th>
<th>Requirements for Promotion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources Manager Step 1 (Prior to July 1, 2015)</td>
<td>$9,426.94</td>
<td>Initial Step upon promotion by the District.</td>
</tr>
<tr>
<td>Human Resources Manager Step 2 (Prior to July 1, 2015)</td>
<td>$10,370.00</td>
<td>Step 2 is achieved after successful completion of one year of probation; achieving “Meets District Standards” on personnel evaluation; and with approval of the Fire Chief.</td>
</tr>
</tbody>
</table>

August 5, 2015
<table>
<thead>
<tr>
<th>Position and Step details</th>
<th>Salary</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources Manager Step 3 (Prior to July 1, 2015)</td>
<td>$11,331.46</td>
<td>Step 3 is achieved after successful completion of one year at Step 2; achieving “Meets District Standards” on personnel evaluation; and with approval of the Fire Chief.</td>
</tr>
<tr>
<td>Human Resources Manager Step 1 (Effective July 1, 2015)</td>
<td>$9,709.75</td>
<td>Initial Step upon promotion by the District.</td>
</tr>
<tr>
<td>Human Resources Manager Step 2 (Effective July 1, 2015)</td>
<td>$10,681.10</td>
<td>Step 2 is achieved after successful completion of one year of probation; achieving “Meets District Standards” on personnel evaluation; and with approval of the Fire Chief.</td>
</tr>
<tr>
<td>Human Resources Manager Step 3 (Effective July 1, 2015)</td>
<td>$11,671.40</td>
<td>Step 3 is achieved after successful completion of one year at Step 2; achieving “Meets District Standards” on personnel evaluation; and with approval of the Fire Chief.</td>
</tr>
<tr>
<td>Human Resources Manager Step 1 (Effective date of adoption of agreement)</td>
<td>$10,322.50</td>
<td>Initial Step upon promotion by the District.</td>
</tr>
<tr>
<td>Human Resources Manager Step 2 (Effective date of adoption of agreement)</td>
<td>$11,355.15</td>
<td>Step 2 is achieved after successful completion of one year of probation; achieving “Meets District Standards” on personnel evaluation; and with approval of the Fire Chief.</td>
</tr>
<tr>
<td>Human Resources Manager Step 3 (Effective date of adoption of agreement)</td>
<td>$12,407.95</td>
<td>Step 3 is achieved after successful completion of one year at Step 2; achieving “Meets District Standards” on personnel evaluation; and with approval of the Fire Chief.</td>
</tr>
</tbody>
</table>

August 5, 2015
<table>
<thead>
<tr>
<th>Human Resources Manager Step 1 (Effective July 1, 2016)*</th>
<th>$10,528.95</th>
<th>Initial Step upon promotion by the District.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources Manager Step 2 (Effective July 1, 2016)*</td>
<td>$11,582.25</td>
<td>Step 2 is achieved after successful completion of one year of probation; achieving “Meets District Standards” on personnel evaluation; and with approval of the Fire Chief.</td>
</tr>
<tr>
<td>Human Resources Manager Step 3 (Effective July 1, 2016)*</td>
<td>$12,656.11</td>
<td>Step 3 is achieved after successful completion of one year at Step 2; achieving “Meets District Standards” on personnel evaluation; and with approval of the Fire Chief.</td>
</tr>
<tr>
<td>-----------------------------------------------------------------</td>
<td>------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>Human Resources Manager Step 1 (Effective July 1, 2017)*</td>
<td>$10,739.53</td>
<td>Initial Step upon promotion by the District.</td>
</tr>
<tr>
<td>Human Resources Manager Step 2 (Effective July 1, 2017)*</td>
<td>$11,813.90</td>
<td>Step 2 is achieved after successful completion of one year of probation; achieving “Meets District Standards” on personnel evaluation; and with approval of the Fire Chief.</td>
</tr>
<tr>
<td>Human Resources Manager Step 3 (Effective July 1, 2017)*</td>
<td>$12,909.23</td>
<td>Step 3 is achieved after successful completion of one year at Step 2; achieving “Meets District Standards” on personnel evaluation; and with approval of the Fire Chief.</td>
</tr>
</tbody>
</table>

*Minimum 2% salary increase.

Effective July 1, 2015, the District will increase the salary of the HR Manager by 2%. However, if the property tax estimate realized by the District (based on County of Marin Property Tax Revenue estimate for the NFPD) as of June 30, 2015 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the HR Manager will get a .5% additional increase in their annual base salary, capped at a maximum possible additional increase of 1%.

August 5, 2015
Effective July 1, 2016, the District will increase the salary of the HR Manager by 2%. However, if the property tax estimate realized by the District (based on County of Marin Property Tax Revenue estimate for the NFPD) as of June 30, 2016 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the HR Manager will get a .5% additional increase in their annual base salary, capped at a maximum possible additional increase of 1%.

Effective July 1, 2017, the District will increase the salary of the HR Manager by 2%. However, if the property tax estimate realized by the District (based on County of Marin Property Tax Revenue estimate for the NFPD) as of June 30, 2017 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the HR Manager will get a .5% additional increase in their annual base salary, capped at a maximum possible additional increase of 1%.

The Human Resources Manager will receive additional increase in base pay in the following amounts:

1.75% (See Article V, Item F) – Change to medical premium contribution amount.

4.75% (See Article V, Item I) - - Discontinuance of employee portion of retirement subvention paid by District to MCERA.

ARTICLE V - BENEFITS

The HR Manager is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

The District will contribute up to $150.00 per month dollar for dollar match toward the HR Manager’s deferred compensation (457) plan, provided the HR Manager contributes at least $150.00 per month to her deferred compensation plan.

B. Overtime Pay

The HR Manager shall be compensated at time and one-half for actual hours worked for all overtime. Overtime must be approved in accordance with the terms set forth in the Manual of Operations Overtime Policy.

C. Compensatory Time Pay

1. Overtime Pay may be accrued as Compensatory Time (CTO On) at time and one-half for actual hours worked.

August 5, 2015
2. CTO On may be accrued up to a maximum of 96 hours. CTO On hours in excess of 96 shall be cashed out.

3. CTO On time older than one year shall be cashed out.

D. Administrative Time

1. Effective the date of adoption of this Agreement, the annual allotment of 40 hours of Administrative Time given to the HR Manager will be removed. This time will be converted to Compensatory Time (CTO) for the balance of 2015.

2. Administrative Time will be replaced with 40 hours of compensatory Time (CTO) annually of January 1 of each year.

3. Compensatory Time (CTO) is non-pensionable.

4. CTO Off time may be used in minimum increments of 1 hour.

E. Physical Fitness

The HR Manager may use Physical Fitness time per the District’s physical fitness policy.

F. Health Insurance - Medical

The District requires all employees to have a medical insurance plan. Employees choosing to waive District sponsored medical coverage shall submit a Waiver of Medical Insurance Coverage form.

90 day Wait Period for Enrollment in Health Plans

Employees hired on or after June 1, 2011 shall have a 90 day waiting period before they are enrolled in District medical, dental, or vision plans. In accordance with the Affordable Care Act, medical benefits will become active on the 90th day of employment.

Effective the date of adoption of this Agreement, the HR Manager will change to the following medical plan contribution schedule, specific to her appropriate tier based upon hiring dates as outlined below. In addition, the HR Manager will receive a 1.75% base salary increase, effective July 1, 2015, related to this change.

1. Medical Insurance Tier 1: Employees hired prior to January 1, 2015: District Employer Contribution for Medical Insurance Benefits

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing the HR

August 5, 2015
Manager and her dependents with access to medical insurance benefits. The HR Manager must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

The amount required by Government Code Section 22892 shall be the District’s Employer Contribution for medical insurance benefits. The District agrees to pay this contribution only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

The District shall provide a maximum employer contribution that is equal to the minimum contribution required under the PEMHCA.

a. Supplemental Benefit Allowance

The District provides a Supplemental Benefit Allowance to all full-time employees eligible to participate in the District’s medical insurance benefits. Receipt of any Supplemental Benefit Allowance shall be in addition to the District Employer Contribution that is provided in the previous paragraphs.

The Supplemental Benefit Allowance provided to an employee shall be determined based on an employee’s participation level. Any Supplemental Benefit Allowance can only be used by an employee to offset the cost of participation in District sponsored medical benefits that are available through an IRS Section 125 cafeteria plan. Upon the effective date of this Agreement, the District shall provide a Supplemental Benefit Allowance that when added to the PEMHCA contribution, totals 80% of the Kaiser HMO premium for active employees who enroll in medical insurance for Employee Only, Employee + 1 Dependent, or Employee + Family.

The District’s contribution towards medical insurance premiums is based upon the CalPERS Kaiser HMO premium in 2015. This rate shall be adjusted annually based upon the Kaiser HMO premium.

The HR Manager is responsible for paying the difference between the cost of her selected medical insurance premium and the established Supplemental Benefit Allowance.

b. Section 125 Cafeteria Plan

August 5, 2015
The District maintains a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health benefits.

2. Medical Insurance for Retired Employees: District Employer Contribution for Retiree Medical Insurance Benefits

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing retired employees and their eligible dependents with medical insurance benefits. For employees retiring under a contract or other employment agreement with the District while this provision is in place, said medical benefits shall be considered vested for the duration of life for employees and their eligible dependents. Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA); or any other health benefits organization contracted by the District to provide medical benefits.

The amount required by Government Code Section 22892 shall be the District Employer Contribution for Retiree Medical Insurance Benefits. The District agrees to pay this contribution only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

The District will provide a maximum retired employer contribution that is equal to the minimum contribution required under PEMHCA.

Any contribution provided to a retired employee under this provision shall not exceed the District Employer Contribution for Retiree Medical Insurance Benefit as described previously. The District contribution to retired employee’s medical coverage shall be required only to the extent required by law.

3. Supplemental Retiree Benefit Allowance

The District provides a Supplemental Retiree Benefit Allowance to retired employees. Receipt of any Supplemental Retiree Benefit Allowance is in addition to any employer contribution that is provided in the previous paragraphs.

The Supplemental Benefit Allowance provided to an employee is determined based on an employee’s participation level, as described more fully below. The District pays a Supplemental Retiree Benefit Allowance, equal to the difference between the PEMHCA minimum and the established percentage the District pays

August 5, 2015
towards a medical insurance plan premium, into a plan that does not impact the retired employee's tax liabilities.

Any Supplemental Retiree Benefit Allowance can only be used by an employee to offset the cost of participation in District sponsored medical benefits.

a. Retiree Medical Insurance Tier 1 – Employees Hired on or prior to June 30, 2009 and Retired on or after April 1, 2015 (Existing Employees Who Retire on or after April 1, 2015)

Beginning the date of adoption of this Agreement the District will provide a Supplemental Retiree Benefit Allowance based upon a vesting formula. Each employee shall fall into a category below based on current years of service as of date of the contract or other agreement governing the employee's employment with the District.

**Supplemental Retiree Benefit Allowance Vesting**

<table>
<thead>
<tr>
<th>Current Years of Service as of July 1, 2016</th>
<th>Vesting Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 5</td>
<td>55%</td>
</tr>
<tr>
<td>5 to 10</td>
<td>60%</td>
</tr>
<tr>
<td>10 to 15</td>
<td>65%</td>
</tr>
<tr>
<td>15 to 20</td>
<td>70%</td>
</tr>
<tr>
<td>20 to 25</td>
<td>75%</td>
</tr>
<tr>
<td>25 to 30</td>
<td>80%</td>
</tr>
</tbody>
</table>

Each employee shall accrue additional coverage at 0.75% for each year of service. This accrual will be in addition to the vesting base percentage described above. The sum of these two calculations shall be the total percentage of healthcare premium that is paid for by the District covering family, employee and spouse or single of the Kaiser HMO Premium to a maximum of 80% on January 1, 2011, 75% on April 1, 2023 and 70% on April 1, 2028.

Effective the date of adoption of this Agreement, the District shall establish a Retirement Health Savings (RHS) plan that will provide tax advantaged income to pay for retirement medical insurance premiums. The District shall contribute a $100 per month contribution to the mandatory $50.00 per month employee contribution for employees under
the age of 40 for a total combined contribution of $150 per month. When current employees reach the age of 40, the employee contribution shall increase to $75.00 per month and the District contribution will increase to $125 per month for a total combined contribution of $200 per month. For employees over the age of 40 at the time of the effective date of this Agreement, the District shall contribute a $150 per month to the mandatory employee contribution of $75.00 per month for a total of $225 per month.

Both employee and District contributions shall be adjusted annually beginning June 30, 2016, at a percentage rate equal to the United States Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose annual consumer price index (CPI).

G. Dental Insurance, All Tiers

The District shall pay 100% of the premium for dental coverage for the HR Manager and her dependents.

a. Dental Insurance in Retirement: Retired members may purchase dental insurance through the District for themselves and their eligible dependents. The retired member pays 100% of the premium cost.

H. Vision Insurance, All Tiers

The District shall pay 100% of the premium for vision coverage for the HR Manager and her dependents.

a. Vision Insurance in Retirement: Retired members may purchase vision insurance through the District for themselves and their eligible dependents. The retired member pays 100% of the premium cost.

I. Marin County Employee's Retirement Association

1. Effective the first pay period after the date of adoption of this Agreement, the HR Manager shall be responsible for 100% of her retirement contribution to the Marin County Employee's Retirement Association (MCERA).

2. The HR Manager shall receive a 4.75% base pay increase.

J. Life Insurance, All Tiers

August 5, 2015
K. Disability - AFLAC Insurance, All Tiers

The District will contribute $150.00 per month to the base salary for disability insurance for the HR Manager.

L. Employee Assistance Program (EAP)

The HR Manager may participate in any Employee Assistance Program offered to District employees. The current EAP program through the Managed Health Network (MHN) offers employees and their dependents 10 counseling sessions per incident, per year along with on-line services.

M. Educational Incentive contributions to 457 Plan

1. The HR Manager may earn a maximum of 3% of her base salary from educational incentives.

2. Education incentive payments may not be used as a form of retirement subvention.

3. The Educational Incentive amount shall be deposited into the HR Manager’s deferred compensation plan.

4. The HR Manager must have an active District sponsored 457 plan account to be eligible to receive the Educational Incentive pay.

5. The Educational Incentive amount earned shall not be pensionable.

N. Excess Sick Leave - Retirement

A day-shift employee’s accumulated sick leave may be applied toward retirement up to a cap of 2,080 hours.

**ARTICLE VI - LEAVES**

This section includes descriptions for the different type of leave programs available to the HR Manager.

August 5, 2015
A. Bereavement Leave

This leave is available to the HR Manager for the purpose of attending to family needs that arise in connection with the death of a member of the HR Manager’s immediate family. “Family” for bereavement leave includes: Spouse, domestic partners (as defined by the State of California), mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse’s parents and spouse’s grandmother and grandfather.

B. Catastrophic Leave

This leave is available to the HR Manager. Catastrophic Leave is for use after a catastrophic illness or injury or a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude the HR Manager from returning to work for an extended period of time, during which HR Manager will exhaust all of her accumulated leave balances. In order to request catastrophic leave the HR Manager must have exhausted all of her accrued leave, including sick leave, compensatory time off, and vacation time and received the approval of the Fire Chief to open a Personal Catastrophic Leave account. If the HR Manager is incapacitated, her legally recognized representative may request that the account be opened.

C. FMLA Leave

FMLA leave is available for employee use under the following circumstances, as defined by 29 USC § 2612, Government Code § 12945.1 and Government Code § 12945.2:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.
- When an employee is unable to work because of his/her own serious health condition.
- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

D. Floating Holidays

1. The HR Manager shall receive 16 hours of Floating Holiday time annually.
2. Floating Holiday leave must be used in 4 hour or greater increments.

August 5, 2015
3. If the HR Manager has a floating holiday hour balance of less than four (4) hours, she may use the accrued hours in any increment up to the maximum of her accrued vacation hours.

E. General Sick Leave

1. The HR Manager shall accrue sick leave at a rate of 8.5 hours per month.

2. A day-shift employee’s accumulated sick leave may be applied toward retirement up to a cap of 2,080 hours.

F. Sick Leave Incentive

1. The HR Manager shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.

2. FMLA leave shall not be considered as Sick Leave.

3. The 8.5 hours of pay shall be contributed into the HR Manager’s deferred compensation account (457 plan).

G. Excess Sick Leave Contribution to Deferred Compensation (457 Plan)

1. Upon request the District will contribute the HR Manager’s deferred compensation account an amount equivalent to the hours in her sick leave bank in excess of 500 hours.

2. The HR Manager must request this transfer of excess sick leave hours by the first pay period in January.

3. If the HR Manager has less than 500 hours, she may not request a transfer; in addition, no transfer of sick leave hours shall cause her sick leave bank to contain less than 500 hours.

4. The transferred sick leave shall be calculated at 50% of the HR Manager’s hourly rate.

H. Office Holidays

Paid holidays for management and administrative support staff members are: New Years’ Day, Martin Luther King’s birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran’s Day, Thanksgiving, Friday following Thanksgiving, and Christmas; and a 4-hour (p.m.) holiday on weekday Christmas Eve Day.
I. Vacation

1. The HR Manager shall receive Vacation Leave based upon her completed years of service, following the District's Vacation policy. For purposes of calculating years of service, the hire date is considered to be January 1 of the year an employee is hired.

   EXAMPLE: an employee hired on April 1, 2000 will have his/her years of service calculated for vacation leave purposes with a hire date of January 1, 2000.

2. Vacation leave must be used in 4 hour or greater increments.

3. If the HR Manager has a vacation hour balance of less than four (4) hours, she may use the accrued hours in any increment up to the maximum of her accrued vacation hours.

4. Vacation may not be accrued in excess of two times the HR Manager’s annual accrual rate. The HR Manager will cease to accrue vacation once she has accrued twice her annual vacation accrual until such time as her accrued vacation is reduced below this limit.

J. Vacation Cash Out

The District may pay the HR Manager, at her request, up to 50% of her total accrued vacation. Cash out will only take place during the last pay period of June.

ARTICLE VII - RETIREMENT

A. Tier I Retired Employees

Full time employees hired prior to December 31, 2012, shall be eligible for retirement benefits through the Marin County Public Employee’s Retirement Agency (MCERA) as follows:

1. 2% @ age 55

2. Annual Cost of Living Adjustment not to exceed 4%

August 5, 2015
3. Highest 12 month period for determining final compensation for retirement pay.

ARTICLE VII - DRIVER LICENSE REQUIREMENTS

The HR Manager is required to possess a valid California Driver License, Class C.

ARTICLE IX - EXISTING DISTRICT PERSONNEL RULES, POLICIES AND PROCEDURES

Unless changed by the express terms of this Agreement, all terms and conditions of employment established by written District personnel rules, policies and procedures in effect at the time of adoption of this Agreement shall remain in full force and effect unless and until changed in accordance with State law.

ARTICLE X - ADDITIONAL PROVISIONS

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the HR Manager and the District. The failure of the HR Manager or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

C. Governing Law.

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

D. Counterparts.

16
August 5, 2015
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>2015/16</th>
<th>2016/17</th>
<th>2017/18</th>
<th>Total Cost (Savings)</th>
<th>Net Cost (Savings)</th>
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<tr>
<td>1a</td>
<td>2% Base Salary Increase</td>
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<td>16,739</td>
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<td>Additional 40 Hours CTO</td>
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<tr>
<td>3</td>
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<tr>
<td>4a</td>
<td>Subvention Reduction</td>
<td>(6,304)</td>
<td>(6,493)</td>
<td>(6,687)</td>
<td>(19,484)</td>
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<tr>
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<td>4.75% Base Salary Increase</td>
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<td>6,734</td>
<td>20,202</td>
<td>718</td>
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<td>6a</td>
<td>Education Incentives - Subvention</td>
<td>(3,495)</td>
<td>(3,600)</td>
<td>(3,708)</td>
<td>(10,803)</td>
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<tr>
<td>6b</td>
<td>457 Plan Contribution</td>
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<td>3,600</td>
<td>3,708</td>
<td>10,803</td>
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<tr>
<td>7a</td>
<td>Admin Leave Reduction - 40 Hours</td>
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<td>(2,808)</td>
<td>(2,892)</td>
<td>(8,426)</td>
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<tr>
<td>7b</td>
<td>Additional 40 Hours CTO</td>
<td>2,241</td>
<td>2,308</td>
<td>2,377</td>
<td>6,926</td>
<td>(1,500)</td>
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<td>8a</td>
<td>Health Insurance Benefit Reduction</td>
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<td>(2,540)</td>
<td>(2,794)</td>
<td>(7,643)</td>
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<td>1.75% Base Salary Increase</td>
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<td>-</td>
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<td>-</td>
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<td>1,800</td>
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<td>5,400</td>
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<td><strong>Total Contract Costs - HR Manager</strong></td>
<td><strong>6,046</strong></td>
<td><strong>9,938</strong></td>
<td><strong>13,933</strong></td>
<td><strong>29,917</strong></td>
<td><strong>29,917</strong></td>
</tr>
</tbody>
</table>
This Agreement may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

I hereby accept all terms and conditions of the above Employment Agreement.

[Signature]
HR Manager Gretchen Felciano

[Signature]
Board President on behalf of the Novato Fire Protection District

12/2/15
Date

12/2/15
Date

August 5, 2015
RESOLUTION NO. 2015-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND FINANCE DIRECTOR DAN HOM

WHEREAS, Finance Director Dan Hom is a non-represented employee of the Novato Fire Protection District; and

WHEREAS, Finance Director Dan Hom provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the District, via its representative, has negotiated with Finance Director Dan Hom regarding adjustments to the salary and benefits of Finance Director Dan Hom; and

WHEREAS, the Board of Directors finds that salary and benefit adjustments for Finance Director Dan Hom, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The President of the Board of the Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A and bind the District to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, County of Marin, State of California, this 2nd day of December, 2015, by the following vote:

AYES: Directors Davis, Fenner, Jr. Silverman, and Galli

NOES: Director Kaselionis

ABSTAIN: None

ABSENT: None

[Signature]
President, Board of Directors

[Signature]
Attest: 

[Signature]
Employment Agreement

Between

Novato Fire Protection District

And

Finance Director Daniel Hom

1 August 5, 2015
TABLE OF CONTENTS:

Article I: Full Understanding and Agreement
Article II: For Cause Employment
Article III: Termination of Agreement
Article IV: Dispute Resolution
Article V: Salary
Article VI: Benefits
Article VII: Leaves
Article VIII: Retirement
Article IX: Driver's License Requirements
Article X: Existing District Personnel Rules, Policies and Procedures
Article XI: Additional Provisions

August 5, 2015
Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT ("District") and the Finance Director Daniel Hom ("Finance Director").

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the Finance Director's terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

ARTICLE II – FOR CAUSE EMPLOYMENT

The Finance Director's employment with the District shall not be for any particular term and he will be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. In this regard, it is understood that the Finance Director serves as a "for cause" employee, meaning his employment with the District may be terminated by the District for reasons and in the procedural manner provided by the District's personnel rules.

ARTICLE III – TERMINATION OF AGREEMENT

As provided above, the The Finance Director shall be separated from employment with the District and the terms and conditions of employment of this Agreement terminated only for cause in accordance with District personnel rules, policies and procedures regarding employee performance and discipline.

ARTICLE IV – SALARY

The Finance Director's salary shall be as follows, effective July 1, 2015.

<table>
<thead>
<tr>
<th>Position</th>
<th>Monthly Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance Director (Prior to July 1, 2015)</td>
<td>$11,331.46</td>
</tr>
<tr>
<td>Finance Director (Effective July 1, 2015)</td>
<td>$11,671.40</td>
</tr>
<tr>
<td>Finance Director (Effective date of adoption of employment agreement)</td>
<td>$12,634.58</td>
</tr>
<tr>
<td>Finance Director (July 1, 2016)*</td>
<td>$12,887.27</td>
</tr>
<tr>
<td>Finance Director (July 1, 2017)*</td>
<td>$13,145.02</td>
</tr>
</tbody>
</table>

*Minimum 2% salary increase.

Effective July 1, 2015, the District will increase the salary of the Finance Director by 2%. However, if the property tax estimate realized by the District (based on County of Marin

August 5, 2015
Property Tax Revenue estimate for the NFPD) as of June 30, 2015 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the Finance Director will get a .5% additional increase in his annual base salary, capped at a maximum possible additional increase of 1%.

Effective July 1, 2016, the District will increase the salary of the Finance Director by 2%. However, if the property tax estimate realized by the District (based on County of Marin Property Tax Revenue estimate for the NFPD) as of June 30, 2016 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the Finance Director will get a .5% additional increase in his annual base salary, capped at a maximum possible additional increase of 1%.

Effective July 1, 2017, the District will increase the salary of the Finance Director by 2%. However, if the property tax estimate realized by the District (based on County of Marin Property Tax Revenue estimate for the NFPD) as of June 30, 2017 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the Finance Director will get a .5% additional increase in his annual base salary, capped at a maximum possible additional increase of 1%.

Per Article V, Item F of this Agreement, the Finance Director will receive an annual Executive Bonus in the amount of $5,494 on July 1 of each year that this Agreement is in place.

The Finance Director will receive an additional increase in base pay in the following amounts:

2.75% (See Article V, Item H) – Change to medical premium contribution amount.

5.75% (See Article V, Item K) - Discontinuance of employee portion of retirement subvention paid by District to MCERA.

ARTICLE V - BENEFITS

The Finance Director is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

The District will contribute up to $150.00 per month dollar for dollar match toward the Finance Director’s deferred compensation (457) plan, provided the Finance Director contributes at least $150.00 per month to his deferred compensation plan.

B. Overtime Pay

August 5, 2015
The Finance Director shall be compensated at time and one-half for actual hours worked for all overtime. Overtime must be approved in accordance with the terms set forth in the Manual of Operations Overtime Policy.

C. Compensatory Time Pay

1. Overtime Pay may be accrued as Compensatory Time (CTO On) at time and one-half for actual hours worked.

2. CTO On may be accrued up to a maximum of 96 hours. CTO On hours in excess of 96 shall be cashed out.

3. CTO On time older than one year shall be cashed out.

D. Administrative Time

1. Effective the date of adoption of this Agreement, the annual allotment of 80 hours of Administrative Time given to the Finance Director will be removed. This time will be converted to 120 hours of Compensatory Time (CTO) for the balance of 2015. Any Administrative Time already used prior to the date of adoption of this Agreement by the Finance Director will be deducted from the CTO hours.

2. Administrative Time will be replaced with 120 hours of compensatory Time (CTO) annually of January 1 of each year.

3. Compensatory Time (CTO) is non-pensionable.

4. CTO Off time may be used in minimum increments of 1 hour.

E. Pay for Performance

Effective the date of adoption of this Agreement, pay for performance for the Finance Director will be discontinued.

F. Executive Bonus

1. The Finance Director shall receive a non-pensionable, Executive Bonus in the amount of $5,494 within two pay periods following the date of adoption of this Agreement. For 2015, the Finance Director will receive a bonus less the amount paid to him prior to the date of adoption of this employment agreement.

August 5, 2015
2. The Finance Director will receive an annual executive bonus in the amount of $5,494 on July 1 of each year that this Agreement is in place.

G. Physical Fitness

The Finance Director may use Physical Fitness time per the District’s physical fitness policy.

H. Health Insurance - Medical

The District requires all employees to have a medical insurance plan. Employees choosing to waive District sponsored medical coverage shall submit a Waiver of Medical Insurance Coverage form.

90 day Wait Period for Enrollment in Health Plans

Employees hired on or after June 1, 2011 shall have a 90 day waiting period before they are enrolled in District medical, dental, or vision plans. In accordance with the Affordable Care Act, medical benefits will become active on the 90th day of employment.

Effective the date of adoption of this Agreement, the Finance Director will change to the following medical plan contribution schedule, specific to his appropriate tier based upon hiring dates as outlined below. In addition, the Finance Director will receive a 2.75% base salary increase, effective July 1, 2015, related to this change.

1. Medical Insurance Tier 1: Employees hired prior to January 1, 2015: District Employer Contribution for Medical Insurance Benefits

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing the Finance Director and his dependents with access to medical insurance benefits. The Finance Director must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

The amount required by Government Code Section 22892 shall be the District’s Employer Contribution for medical insurance benefits. The District agrees to pay this contribution only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

The District shall provide a maximum employer contribution that is equal to the minimum contribution required under the PEMHCA.
a. Supplemental Benefit Allowance

The District provides a Supplemental Benefit Allowance to all full-time employees eligible to participate in the District's medical insurance benefits. Receipt of any Supplemental Benefit Allowance shall be in addition to the District Employer Contribution that is provided in the previous paragraphs.

The Supplemental Benefit Allowance provided to an employee shall be determined based on an employee's participation level. Any Supplemental Benefit Allowance can only be used by an employee to offset the cost of participation in District sponsored medical benefits that are available through an IRS Section 125 cafeteria plan. Upon the effective date of this Agreement, the District shall provide a Supplemental Benefit Allowance that when added to the PEMHCA contribution, totals 80% of the Kaiser HMO premium for active employees who enroll in medical insurance for Employee Only, Employee + 1 Dependent, or Employee + Family.

The District's contribution towards medical insurance premiums is based upon the CalPERS Kaiser HMO premium in 2015. This rate shall be adjusted annually based upon the Kaiser HMO premium.

The Finance Director is responsible for paying the difference between the cost of his selected medical insurance premium and the established Supplemental Benefit Allowance.

b. Section 125 Cafeteria Plan

The District maintains a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health benefits.

2. Medical Insurance for Retired Employees: District Employer Contribution for Retiree Medical Insurance Benefits

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing retired employees and their eligible dependents with medical insurance benefits. For employees retiring under a contract or other employment agreement with the District while this provision is in place, said medical benefits shall be considered vested for the duration of life for employees and their eligible dependents.

August 5, 2015
Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA); or any other health benefits organization contracted by the District to provide medical benefits.

The amount required by Government Code Section 22892 shall be the District Employer Contribution for Retiree Medical Insurance Benefits. The District agrees to pay this contribution only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

The District will provide a maximum retired employer contribution that is equal to the minimum contribution required under PEMHCA.

Any contribution provided to a retired employee under this provision shall not exceed the District Employer Contribution for Retiree Medical Insurance Benefit as described previously. The District contribution to retired employee’s medical coverage shall be required only to the extent required by law.

3. Supplemental Retiree Benefit Allowance

The District provides a Supplemental Retiree Benefit Allowance to retired employees. Receipt of any Supplemental Retiree Benefit Allowance is in addition to any employer contribution that is provided in the previous paragraphs.

The Supplemental Benefit Allowance provided to an employee is determined based on an employee’s participation level, as described more fully below. The District pays a Supplemental Retiree Benefit Allowance, equal to the difference between the PEMHCA minimum and the established percentage the District pays towards a medical insurance plan premium, into a plan that does not impact the retired employee’s tax liabilities.

Any Supplemental Retiree Benefit Allowance can only be used by an employee to offset the cost of participation in District sponsored medical benefits.

a. Retiree Medical Insurance Tier 1 – Employees Hired on or prior to June 30, 2009 and Retired on or after April 1, 2015 (Existing Employees Who Retire on or after April 1, 2015)

Beginning the date of adoption of this Agreement, the District will provide a Supplemental Retiree Benefit Allowance based upon a vesting formula. Each employee shall fall into a category below based on current years of

August 5, 2015
service as of date of adoption of the contract or other agreement governing the employee's employment with the District.

Supplemental Retiree Benefit Allowance Vesting

<table>
<thead>
<tr>
<th>Current Years of Service as of July 1, 2015</th>
<th>Vesting Base</th>
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<tbody>
<tr>
<td>0 to 5</td>
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<tr>
<td>5 to 10</td>
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<tr>
<td>10 to 15</td>
<td>65%</td>
</tr>
<tr>
<td>15 to 20</td>
<td>70%</td>
</tr>
<tr>
<td>20 to 25</td>
<td>75%</td>
</tr>
<tr>
<td>25 to 30</td>
<td>80%</td>
</tr>
</tbody>
</table>

Each employee shall accrue additional coverage at 0.75% for each year of service. This accrual will be in addition to the vesting base percentage described above. The sum of these two calculations shall be the total percentage of healthcare premium that is paid for by the District covering family, employee and spouse or single of the Kaiser HMO Premium to a maximum of 80% on January 1, 2011, 75% on April 1, 2023 and 70% on April 1, 2028.

Effective the date of adoption of this Agreement, the District shall establish a Retirement Health Savings (RHS) plan that will provide tax advantaged income to pay for retirement medical insurance premiums. The District shall contribute a $100 per month contribution to the mandatory $50.00 per month employee contribution for employees under the age of 40 for a total combined contribution of $150 per month. When current employees reach the age of 40, the employee contribution shall increase to $75.00 per month and the District contribution will increase to $125 per month for a total combined contribution of $200 per month. For employees over the age of 40 at the time of the effective date of this Agreement, the District shall contribute a $150 per month to the mandatory employee contribution of $75.00 per month for a total of $225 per month.

Both employee and District contributions shall be adjusted annually beginning June 30, 2016, at a percentage rate equal to the United States
Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose annual consumer price index (CPI).

I. Dental Insurance, All Tiers

The District shall pay 100% of the premium for dental coverage for the Finance Director and his dependents.

a. Dental Insurance in Retirement: Retired members may purchase dental insurance through the District for themselves and their eligible dependents. The retired member pays 100% of the premium cost.

J. Vision Insurance, All Tiers

The District shall pay 100% of the premium for vision coverage for the Finance Director and his dependents.

a. Vision Insurance in Retirement: Retired members may purchase vision insurance through the District for themselves and their eligible dependents. The retired member pays 100% of the premium cost.

K. Marin County Employee’s Retirement Association

1. Effective the first pay period after the date of adoption of this Agreement, the Finance Director shall be responsible for 100% of his retirement contribution to the Marin County Employee’s Retirement Association (MCERA).

2. The Finance Director shall receive a 5.75% base pay increase.

L. Life Insurance, All Tiers

The District will contribute twelve dollars ($12.00) per month toward life insurance plan(s) and will deduct the remaining required premium from the Finance Director’s paycheck. The Finance Director will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

M. Disability - AFLAC Insurance, All Tiers

The District will contribute $150.00 per month to the base salary for disability insurance for the Finance Director.

August 5, 2015
1. The Finance Director shall accrue sick leave at a rate of 8.5 hours per month.

2. A day-shift employee’s accumulated sick leave may be applied toward retirement up to a cap of 2,080 hours.

F. Sick Leave Incentive

1. The Finance Director shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.

2. FMLA leave shall not be considered as Sick Leave.

3. The 8.5 hours of pay shall be contributed into the Finance Director’s deferred compensation account (457 plan).

G. Excess Sick Leave Contribution to Deferred Compensation (457 Plan)

1. Upon request the District will contribute to the Finance Director’s deferred compensation account an amount equivalent to the hours in his sick leave bank in excess of 500 hours.

2. The Finance Director must request this transfer of excess sick leave hours by the first pay period in January.

3. If the Finance Director has less than 500 hours, he may not request a transfer; in addition, no transfer of sick leave hours shall cause his sick leave bank to contain less than 500 hours.

4. The transferred sick leave shall be calculated at 50% of the Finance Director’s hourly rate.

H. Office Holidays

Paid holidays for management and administrative support staff members are: New Years’ Day, Martin Luther King’s birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran’s Day, Thanksgiving, Friday following Thanksgiving, and Christmas; and a 4-hour (p.m.) holiday on weekday Christmas Eve Day.

I. Vacation

1. The Finance Director shall receive Vacation Leave based upon his completed years of service, following the District’s Vacation policy. For purposes of

August 5, 2015
calculating years of service, the hire date is considered to be January 1 of the year an employee is hired.

EXAMPLE: an employee hired on April 1, 2000 will have his/her years of service calculated for vacation leave purposes with a hire date of January 1, 2000.

2. Vacation leave must be used in 4 hour or greater increments.

3. If the Finance Director has a vacation hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his accrued vacation hours.

4. Vacation may not be accrued in excess of two times the Finance Director’s annual accrual rate. The Finance Director will cease to accrue vacation once he has accrued twice his annual vacation accrual until such time as his accrued vacation is reduced below this limit.

J. Vacation Cash Out

The District may pay the Finance Director, at his request, up to 50% of his total accrued vacation. Cash out will only take place during the last pay period of June.

ARTICLE VII - RETIREMENT

A. Tier 1 Retired Employees

Full time employees hired prior to December 31, 2012, shall be eligible for retirement benefits through the Marin County Public Employee’s Retirement Agency (MCERA) as follows:

1. 2% @ age 55

2. Annual Cost of Living Adjustment not to exceed 4%

3. Highest 12 month period for determining final compensation for retirement pay.

ARTICLE VIII - DRIVER LICENSE REQUIREMENTS

The Finance Director is required to possess a valid California Driver License, Class C.

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August 5, 2015
ARTICLE IX- EXISTING DISTRICT PERSONNEL RULES, POLICIES AND PROCEDURES

Unless changed by the express terms of this Agreement, all terms and conditions of employment established by written District personnel rules, policies and procedures in effect at the time of adoption of this Agreement shall remain in full force and effect unless and until changed in accordance with State law.

ARTICLE X – ADDITIONAL PROVISIONS

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the Finance Director and the District. The failure of the Finance Director or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

C. Governing Law.

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

D. Counterparts.

This Agreement may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that

August 5, 2015
<table>
<thead>
<tr>
<th>Item Description</th>
<th>2019-20</th>
<th>2020-21</th>
<th>2021-22</th>
<th>2022-23</th>
<th>2023-24</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a 2% Base Salary Increase</td>
<td>3,309</td>
<td>6,684</td>
<td>10,127</td>
<td>20,120</td>
<td></td>
</tr>
<tr>
<td>1b Contingent 1% Base Salary Increase</td>
<td>1,654</td>
<td>3,391</td>
<td>5,214</td>
<td>10,259</td>
<td>30,379</td>
</tr>
<tr>
<td>2    Additional 40 Hours CTO</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3    Bonus</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4a   Subvention Reduction</td>
<td>(9,874)</td>
<td>(10,170)</td>
<td>(10,475)</td>
<td>(30,519)</td>
<td></td>
</tr>
<tr>
<td>4b   5.75% Base Salary Increase</td>
<td>9,798</td>
<td>9,798</td>
<td>9,798</td>
<td>29,394</td>
<td>(1,125)</td>
</tr>
<tr>
<td>6a   Education Incentives - Subvention</td>
<td>(4,202)</td>
<td>(4,328)</td>
<td>(4,458)</td>
<td>(12,988)</td>
<td></td>
</tr>
<tr>
<td>6b   457 Plan Contribution</td>
<td>4,202</td>
<td>4,328</td>
<td>4,458</td>
<td>12,988</td>
<td>-</td>
</tr>
<tr>
<td>7a   Admin Leave Reduction - 80 Hours</td>
<td>(6,555)</td>
<td>(6,751)</td>
<td>(6,954)</td>
<td>(20,260)</td>
<td></td>
</tr>
<tr>
<td>7b   Additional 120 Hours CTO</td>
<td>8,081</td>
<td>8,323</td>
<td>8,573</td>
<td>24,977</td>
<td>4,717</td>
</tr>
<tr>
<td>8a   Health Insurance Benefit Reduction</td>
<td>(4,458)</td>
<td>(4,904)</td>
<td>(5,394)</td>
<td>(14,756)</td>
<td></td>
</tr>
<tr>
<td>8c   2.75% Base Salary Increase</td>
<td>4,686</td>
<td>4,827</td>
<td>4,972</td>
<td>14,485</td>
<td>(271)</td>
</tr>
<tr>
<td>9a   Pay For Performance - Status Quo</td>
<td>(6,684)</td>
<td>(6,684)</td>
<td>(6,684)</td>
<td>(20,052)</td>
<td></td>
</tr>
<tr>
<td>9b   Executive Bonus</td>
<td>5,494</td>
<td>5,494</td>
<td>5,494</td>
<td>16,482</td>
<td>(3,570)</td>
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<tr>
<td>10   Retiree Health Savings Account</td>
<td>1,800</td>
<td>1,800</td>
<td>1,800</td>
<td>5,400</td>
<td>5,400</td>
</tr>
</tbody>
</table>
each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

I hereby accept all terms and conditions of the above Employment Agreement.

Finance Director Daniel Hom

Date: 12/3/15

Accepted by the Novato Fire Protection District

Board Chair on behalf of the Novato Fire Protection District

Date: 12/2/15
RESOLUTION NO. 2015-17

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND DEPUTY FIRE CHIEF ADAM BROLAN

WHEREAS, Deputy Fire Chief Adam Brolan is a non-represented employee of the Novato Fire Protection District; and

WHEREAS, Deputy Fire Chief Adam Brolan provides a valuable service and leadership to the Novato Fire Protection District; and

WHEREAS, the District, via its representative, has negotiated with Deputy Fire Chief Adam Brolan regarding adjustments to the salary and benefits of Deputy Fire Chief Adam Brolan; and

WHEREAS, the Board of Directors finds that salary and benefit adjustments for Deputy Fire Chief Adam Brolan, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The President of the Board of the Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A and bind the District to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, County of Marin, State of California, this 2nd day of December, 2015, by the following vote:

AYES: Directors Davis, Fenner, Jr., Silverman, and Galli

NOES: Director Kaselionis

ABSTAIN: None

ABSENT: None

Attest: [Signature]

President, Board of Directors
Employment Agreement

Between

Novato Fire Protection District

And

Deputy Fire Chief Adam Brolan

August 5, 2015
Table of Contents:

Article I: Full Understanding and Agreement
Article II: For Cause Employment
Article III: Termination of Agreement
Article IV: Dispute Resolution
Article V: Salary
Article VI: Benefits
Article VII: Leaves
Article VIII: Retirement
Article IX: Driver’s License Requirements
Article X: Existing District Personnel Rules, Policies and Procedures
Article XI: Additional Provisions

August 5, 2015
Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT ("District") and the Deputy Fire Chief Adam Brolan ("Deputy Chief").

**ARTICLE I - FULL UNDERSTANDING AND AGREEMENT**

This Agreement will serve to memorialize the understanding of the parties regarding the Deputy Chief’s terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

**ARTICLE II - FOR CAUSE EMPLOYMENT**

The Deputy Chief’s employment with the District shall not be for any particular term and he will be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. In this regard, it is understood that the Deputy Chief serves as a "for cause" employee, meaning his employment with the District may be terminated by the District for reasons and in the procedural manner provided by the District’s personnel rules and State law.

**ARTICLE III - TERMINATION OF AGREEMENT**

As provided above, the Deputy Chief shall be separated from employment with the District and the terms and conditions of employment of this Agreement terminated only for cause in accordance with District personnel rules, policies, and procedures regarding employee performance and discipline and applicable provisions of the Firefighters Procedural Bill of Rights Act.

August 5, 2015
ARTICLE IV - SALARY

The Deputy Fire Chief’s salary shall be as follows, effective July 1, 2015.

<table>
<thead>
<tr>
<th>Position</th>
<th>Monthly Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy Chief Step 3 (Prior to July 1, 2015)</td>
<td>$14,916.67</td>
</tr>
<tr>
<td>Deputy Chief Step 3 (Effective July 1, 2015)</td>
<td>$15,364.17</td>
</tr>
<tr>
<td>Deputy Chief Step 3 (Effective date of adoption of agreement)</td>
<td>$16,594.80</td>
</tr>
<tr>
<td>Deputy Chief Step 3 (Effective July 1, 2016)*</td>
<td>$16,926.70</td>
</tr>
<tr>
<td>Deputy Chief Step 3 (Effective July 1, 2017)*</td>
<td>$17,265.23</td>
</tr>
</tbody>
</table>

*Minimum 2% salary increase

Effective July 1, 2015, the District will increase the salary of the Deputy Chief by 2%. However, if the property tax estimate realized by the District (based on County of Marin Property Tax Revenue estimate for the NFPD) as of June 30, 2015 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the Deputy Chief will get a .5% additional increase in his annual base salary, capped at a maximum possible additional increase of 1%.

Effective July 1, 2016, the District will increase the salary of the Deputy Chief by 2%. However, if the property tax estimate realized by the District (based on County of Marin Property Tax Revenue estimate for the NFPD) as of June 30, 2016 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the Deputy Chief will get a .5% additional increase in his annual base salary, capped at a maximum possible additional increase of 1%.

Effective July 1, 2017, the District will increase the salary of the Deputy Chief by 2%. However, if the property tax estimate realized by the District (based on County of Marin Property Tax Revenue estimate for the NFPD) as of June 30, 2017 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the Deputy Chief will get a .5% additional increase in his annual base salary, capped at a maximum possible additional increase of 1%.

The Deputy Chief will receive an additional increase in base pay in the following amounts:

3.25% (See Article V, Item I) – Discontinuance of employee portion of retirement subvention paid by District to MCERA.

August 5, 2015
5.0% (See Article V, Item F) – Discontinuance of Longevity pay by the District to MCERA.

ARTICLE V - BENEFITS

The Deputy Chief is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

The District will contribute up to $150.00 per month dollar for dollar match toward the Deputy Fire Chief’s deferred compensation (457) plan, provided the Deputy Chief contributes at least $150.00 per month to his deferred compensation plan.

B. Overtime Pay

The Deputy Chief shall be compensated at time and one-half for actual hours worked for all overtime. Overtime must be approved in accordance with the terms set forth in the Manual of Operations Overtime Policy.

C. Compensatory Time Pay (CTO On)

1. Overtime Pay may be accrued as Compensatory Time (CTO On) at time and one-half for actual hours worked.

2. CTO On may be accrued up to a maximum of 96 hours. CTO On hours in excess of 96 shall be cashed out.

3. CTO On time older than one year shall be cashed out.

4. The Deputy Chief will be compensated for 12 hours of Wildland Duty Coverage per Duty Coverage Shift by receiving 12 hours of straight time into his CTO2 account.

D. Annual Compensatory Time Off (CTO)

1. Effective on the date of adoption of this Agreement, the annual allotment of 40 hours of CTO given to the Deputy Chief will be converted to 80 hours of Compensatory Time (CTO) for the balance of 2015.

2. 80 hours of Compensatory Time (CTO) shall be deposited in the Deputy Chief’s CTO account annually on January 1 of each year.

3. Compensatory Time (CTO) is non-pensionable.

4. CTO time may be used in minimum increments of 1 hour.

August 5, 2015
E. Physical Fitness

The Deputy Chief may use Physical Fitness time per the District’s physical fitness policy.

F. Health Insurance - Medical

The District requires all employees to have a medical insurance plan. Employees choosing to waive District sponsored medical coverage shall submit a Waiver of Medical Insurance Coverage form.

The Deputy Chief is eligible to continue on the following medical plan contribution schedule, specific to his appropriate tier based upon hiring dates as outlined below.

1. Medical Insurance Tier 1: Employees hired prior to January 1, 2015: District Employer Contribution for Medical Insurance Benefits

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing the Deputy Chief and his dependents with access to medical insurance benefits. The Deputy Chief must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

The amount required by Government Code Section 22892 shall be the District’s Employer Contribution for medical insurance benefits. The District agrees to pay this contribution only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

The District shall provide a maximum employer contribution that is equal to the minimum contribution required under the PEMHCA.

a. Supplemental Benefit Allowance

The District provides a Supplemental Benefit Allowance to all full-time employees eligible to participate in the District’s medical insurance benefits. Receipt of any Supplemental Benefit Allowance shall be in addition to the District Employer Contribution that is provided in the previous paragraphs.

The Supplemental Benefit Allowance provided to an employee shall be determined based on an employee’s participation level. Any Supplemental Benefit Allowance can only be used by an employee to offset the cost of

August 5, 2015
participation in District sponsored medical benefits that are available through an IRS Section 125 cafeteria plan. Upon the effective date of this Agreement, the District shall provide a Supplemental Benefit Allowance that when added to the PEMHCA contribution, totals 80% of the Kaiser HMO premium for active employees who enroll in medical insurance for Employee Only, Employee + 1 Dependent, or Employee + Family.

The District’s contribution towards medical insurance premiums is based upon the CalPERS Kaiser HMO premium in 2015. This rate shall be adjusted annually based upon the Kaiser HMO premium.

The Deputy Chief is responsible for paying the difference between the cost of his selected medical insurance premium and the established Supplemental Benefit Allowance.

b. Section 125 Cafeteria Plan

The District maintains a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health benefits.

2. Medical Insurance for Retired Employees: District Employer Contribution for Retiree Medical Insurance Benefits

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing retired employees and their eligible dependents with medical insurance benefits. For employees retiring under a contract or other employment agreement with the District while this provision is in place, said medical benefits shall be considered vested for the duration of life for employees and their eligible dependents. Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA); or any other health benefits organization contracted by the District to provide medical benefits.

The amount required by Government Code Section 22892 shall be the District Employer Contribution for Retiree Medical Insurance Benefits. The District agrees to pay this contribution only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

August 5, 2015
The District will provide a maximum retired employer contribution that is equal to the minimum contribution required under PEMHCA.

Any contribution provided to a retired employee under this provision shall not exceed the District Employer Contribution for Retiree Medical Insurance Benefit as described previously. The District contribution to retired employee’s medical coverage shall be required only to the extent required by law.

3. Supplemental Retiree Benefit Allowance

The District provides a Supplemental Retiree Benefit Allowance to retired employees. Receipt of any Supplemental Retiree Benefit Allowance is in addition to any employer contribution that is provided in the previous paragraphs.

The Supplemental Benefit Allowance provided to an employee is determined based on an employee’s participation level (Tier 1, Tier 2, or Tier 2a), as described more fully below. The District pays a Supplemental Retiree Benefit Allowance, equal to the difference between the PEMHCA minimum and the established percentage the District pays towards a medical insurance plan premium, into a plan that does not impact the retired employee’s tax liabilities.

Any Supplemental Retiree Benefit Allowance can only be used by an employee to offset the cost of participation in District sponsored medical benefits.

a. Retiree Medical Insurance Tier 1 – Employees Hired on or prior to June 30, 2009 and Retired on or after April 1, 2015 (Existing Employees Who Retire on or after April 1, 2015)

Beginning July 1, 2015 the District will provide a Supplemental Retiree Benefit Allowance based upon a vesting formula. Each employee shall fall into a category below based on current years of service as of the date of adoption of the contract or other agreement governing the employee’s employment with the District.

August 5, 2015
Supplemental Retiree Benefit Allowance Vesting

<table>
<thead>
<tr>
<th>Current Years of Service as of July 1, 2015</th>
<th>Vesting Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 5</td>
<td>55%</td>
</tr>
<tr>
<td>5 to 10</td>
<td>60%</td>
</tr>
<tr>
<td>10 to 15</td>
<td>65%</td>
</tr>
<tr>
<td>15 to 20</td>
<td>70%</td>
</tr>
<tr>
<td>20 to 25</td>
<td>75%</td>
</tr>
<tr>
<td>25 to 30</td>
<td>80%</td>
</tr>
</tbody>
</table>

Each employee shall accrue additional coverage at 0.75% for each year of service. This accrual will be in addition to the vesting base percentage described above. The sum of these two calculations shall be the total percentage of healthcare premium that is paid for by the District covering family, employee and spouse or single of the Kaiser HMO Premium to a maximum of 80% on January 1, 2011, 75% on April 1, 2023 and 70% on April 1, 2028.

The District has established a Retirement Health Savings (RHS) plan for the Deputy Chief that will provide tax advantaged income to pay for retirement medical insurance premiums. The District shall contribute a $100 per month contribution to the mandatory $50.00 per month employee contribution for employees under the age of 40 for a total combined contribution of $150 per month. When current employees reach the age of 40, the employee contribution shall increase to $75.00 per month and the District contribution will increase to $125 per month for a total combined contribution of $200 per month. For employees over the age of 40 at the time of the effective date of this Agreement, the District shall contribute a $150 per month to the mandatory employee contribution of $75.00 per month for a total of $225 per month.

Both employee and District contributions shall be adjusted annually beginning June 30, 2016, at a percentage rate equal to the United States Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose annual consumer price index (CPI).
G. Dental Insurance, All Tiers

The District shall pay 100% of the premium for dental coverage for the Deputy Chief and his dependents.

a. Dental Insurance in Retirement: Retired members may purchase dental insurance through the District for themselves and their eligible dependents. The retired member pays 100% of the premium cost.

H. Vision Insurance, All Tiers

The District shall pay 100% of the premium for vision coverage for the Deputy Chief and his dependents.

a. Vision Insurance in Retirement: Retired members may purchase vision insurance through the District for themselves and their dependents. The retired member pays 100% of the premium cost.

I. Marin County Employee’s Retirement Association

1. Effective the first pay period after the adoption of this Agreement, the Deputy Chief shall be responsible for 100% of his retirement contribution to the Marin County Employee’s Retirement Association (MCERA).

2. The Deputy Chief shall receive a 3.25% base pay increase.

J. Longevity Pay

1. Effective on the date of adoption of this Agreement, longevity payments for the Deputy Chief to MCERA will be eliminated.

2. An additional base salary increase of 5.0% will be granted to the Deputy Chief to offset longevity pay reduction.

K. Life Insurance, All Tiers

The District will contribute twelve dollars ($12.00) per month toward life insurance plan(s) and will deduct the remaining required premium from the Deputy Chief’s paycheck. The Deputy Chief will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

L. Employee Assistance Program (EAP)
The Deputy Chief may participate in any Employee Assistance Program offered to District Employees. The current EAP program through the Managed Health Network (MHN) offers employees and their dependents 10 counseling sessions per incident, per year along with on-line services.

M. Educational Incentive Contributions to 457 Plan

1. The Deputy Chief may earn a maximum of 3% of his base salary from educational incentives.

2. Education incentive payments may not be used as a form of retirement subvention.

3. The Educational Incentive amount shall be deposited into the Deputy Chief’s deferred compensation plan.

4. The Deputy Chief must have an active District sponsored 457 plan account to be eligible to receive the Educational Incentive pay.

5. The Educational Incentive amount earned shall not be pensionable.

N. Excess Sick Leave - Retirement

A day-shift employee’s accumulated sick leave may be applied toward retirement up to a cap of 2,080 hours.

**ARTICLE VI: LEAVES**

This section includes descriptions for the different type of leave programs available to the Deputy Chief:

A. Bereavement Leave

This leave is available to the Deputy Chief for the purpose of attending to family needs that arise in connection with the death of a member of the Deputy Chief’s immediate family. “Family” for bereavement leave includes: Spouse, domestic partners (as defined by the State of California), mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse’s parents and spouse’s grandmother and grandfather.

B. Catastrophic Leave

August 5, 2015
This leave is available to the Deputy Chief. Catastrophic Leave is for use after a catastrophic illness or injury or a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude the Deputy Chief from returning to work for an extended period of time, during which the Deputy Chief will exhaust all of his accumulated leave balances. In order to request catastrophic leave the Deputy Chief must have exhausted all of his accrued leave, including sick leave, compensatory time off, and vacation time and received the approval of the Fire Chief to open a Personal Catastrophic Leave account. If the Deputy Chief is incapacitated, his legally recognized representative may request that the account be opened.

C. FMLA Leave

FMLA leave is available for an employee’s use under the following circumstances, as defined by 29 USC § 2612, Government Code § 12945.1 and Government Code § 12945.2:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.
- When an employee is unable to work because of his/her own serious health condition.
- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

D. Floating Holidays

1. The Deputy Chief shall receive 16 hours of Floating Holiday time annually.

2. Floating Holiday leave must be used in 4 hour or greater increments.

3. If the Deputy Chief has a floating holiday hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his accrued vacation hours.

E. General Sick Leave

August 5, 2015
1. The Deputy Chief shall accrue sick leave at a rate of 8.5 hours per month.

2. A day-shift employee’s accumulated sick leave may be applied toward retirement up to a cap of 2,080 hours.

F. Sick Leave Incentive

1. The Deputy Chief shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.

2. FMLA leave shall not be considered as Sick Leave.

3. The 8.5 hours of pay shall be contributed into the Deputy Chief’s deferred compensation account (457 plan).

G. Excess Sick Leave Contribution to Deferred Compensation (457 Plan)

1. Upon request the District will contribute to the Deputy Chief’s deferred compensation account an amount equivalent to the hours in his sick leave bank in excess of 500 hours.

2. The Deputy Chief must request this transfer of excess sick leave hours by the first pay period in January.

3. If the Deputy Chief has less than 500 hours he may not request a transfer; in addition, no transfer of sick leave hours shall cause his sick leave bank to contain less than 500 hours.

4. The transferred sick leave shall be calculated at 50% of the Deputy Chief’s hourly rate.

H. Office Holidays

Paid holidays for management and administrative support staff members are: New Years’ Day, Martin Luther King’s birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran’s Day, Thanksgiving, Friday following Thanksgiving, and Christmas; and a 4-hour (p.m.) holiday on weekday Christmas Eve Day.

I. Vacation

1. The Deputy Chief shall receive Vacation Leave based upon his completed years of service, following the District’s Vacation policy. For purposes of calculating
years of service, hire date is considered to be January 1 of the year an employee is hired.

EXAMPLE: an employee hired on April 1, 2000 will have his/her years of service calculated for vacation leave purposes with a hire date of January 1, 2000.

2. Vacation leave must be used in 4 hour or greater increments.

3. If the Deputy Chief has a vacation hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his accrued vacation hours.

4. Vacation may not be accrued in excess of two times the Deputy Chief’s annual accrual rate. The Deputy Chief will cease to accrue vacation once he has accrued twice his annual vacation accrual until such time as his accrued vacation is reduced below this limit.

J. Vacation Cash Out

The District may pay the Deputy Chief, at his request, up to 50% of his total accrued vacation. Cash out will only take place during the last pay period of June.

ARTICLE VII - RETIREMENT

A. Tier 1 Retired Employees

1. Full time employees hired prior to December 31, 2012, shall be eligible for retirement benefits through the Marin County Public Employee’s Retirement Agency (MCERA) as follows:

   a. 3% @ age 50
   b. Annual Cost of Living Adjustment not to exceed 4%
   c. Highest 12 month period for determining final compensation for retirement pay.

2. Retirement tier is determined upon entry into the MCERA retirement system.

3. Following 30 years of contributions of MCERA, employer and employee contributions cease.

ARTICLE VII - DRIVER LICENSE REQUIREMENTS

August 5, 2015
The Deputy Chief is required to possess a valid California Driver License, Class C.

ARTICLE IX - EXISTING DISRICT PERSONNEL RULES, POLICIES AND PROCEDURES

Unless changed by the express terms of this Agreement, all terms and conditions of employment established by written District personnel rules, policies and procedures in effect at the time of adoption of this Agreement shall remain in full force and effect unless and until changed in accordance with State law.

ARTICLE X - ADDITIONAL PROVISIONS

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the Deputy Chief and the District. The failure of the Deputy Chief or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

C. Governing Law.

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

D. Counterparts.

This Agreement may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that

August 5, 2015
each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

I hereby accept all terms and conditions of the above Employment Agreement.

[Signature]

Deputy Fire Chief Adam Brolan

Date: Dec 7, 2015

Accepted by the Novato Fire Protection District

[Signature]

Board Chair on behalf of the Novato Fire Protection District

Date: 12/2/15

August 5, 2015
RESOLUTION NO. 2015-16

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND FIRE CHIEF MARK HEINE

WHEREAS, Fire Chief Mark Heine is a non-represented employee of the Novato Fire Protection District; and

WHEREAS, Fire Chief Mark Heine provides a valuable service and leadership to the Novato Fire Protection District; and

WHEREAS, the District, via its representative, has negotiated with Fire Chief Mark Heine regarding adjustments to the salary and benefits of Fire Chief Mark Heine; and

WHEREAS, the Board of Directors finds that salary and benefit adjustments for Fire Chief Mark Heine, as described in the Employment Agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The President of the Board of the Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A and bind the District to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, County of Marin, State of California, this 2nd day of December, 2015, by the following vote:

AYES: Directors Davis, Fenner, Jr., Silverman, and Galli

NOES: Director Kaselionis

ABSTAIN: None

ABSENT: None

Attest: [Signature]

President, Board of Directors
Employment Agreement
Between
Novato Fire Protection District
And
Fire Chief Mark Heine

August 5, 2015
| Article I: Full Understanding and Agreement |
| Article II: At Will Agreement            |
| Article III: Termination of Agreement   |
| Article IV: Dispute Resolution           |
| Article V: Salary and Performance Review |
| Article VI: Benefits                     |
| Article VII: Leaves                      |
| Article VIII: Retirement                 |
| Article IX: Driver's License Requirements|
| Article X: Existing District Personnel Rules, Policies and Procedures |
| Article XI: Additional Provisions        |
Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT ("District") and the Fire Chief Mark Heine ("Fire Chief").

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

This Agreement will serve to memorialize the understanding of the parties regarding the Fire Chief’s terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

ARTICLE II - AT WILL AGREEMENT

A. The employment relationship between the Fire Chief and the District is “employment at-will.” The Fire Chief’s employment with the District is neither for a specified term nor does it create an expectation for continued employment. The Fire Chief at all times serves at the pleasure of the District. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to suspend or terminate the services of the Fire Chief at any time consistent with the provisions of Article III of this Agreement.

B. Under this employment relationship, the Fire Chief is free to end this Agreement and his employment with the District for any reason and at any time. Though he is under no obligation to do so, as a courtesy the District requests that the Fire Chief make reasonable efforts to provide at least 60 days advance written notice to the District prior to ending his employment with the District.

C. Likewise, the District may decide to end the Fire Chief’s employment and this Agreement at any time for reasons permitted by law pursuant to the at-will provision described in this Agreement and the termination provision of Article III. As a courtesy, the District will make all reasonable efforts to provide the Fire Chief with sixty days written notice where appropriate and in the District’s sole discretion.

ARTICLE III - TERMINATION OF AGREEMENT

A. As discussed above, both the District and the Fire Chief may end this Agreement at any time, with or without cause.

B. The Fire Chief shall not be removed from office by the District without providing him with written notice, the reason or reasons for removal, and an opportunity for an administrative appeal consistent with the provisions of Government Code section

August 5, 2015
3254(c). A sufficient reason or reasons for removal under this provision include, but are
not limited: (1) removal for the purpose of implementing goals or policies, or both, of the
District; (2) removal for incompatibility of management style; and (3) removal as a result
of a change in administration.

C. Upon the termination or end of this Agreement, no further salary, benefits, or amounts
shall be owed to the Fire Chief except for those amounts already earned prior to the
termination or end of the Agreement.

ARTICLE IV – DISPUTE RESOLUTION

A. Informal Resolution
The Fire Chief is encouraged to bring any disputes regarding his Employment Agreement
to the attention of the Board of Directors for possible resolution by them.

B. Mediation

a. In the event a dispute arises between the parties over their rights and obligations
under the terms of this Agreement that cannot be resolved informally, a timely
written request for mediation must be made.

b. To be timely, a request for mediation must be made in writing and must be
received within thirty (30) calendar days after the aggrieved party became aware,
or should have become aware, that a dispute has arisen, which time frame may be
extended in writing by the parties to give additional time for informal resolution
of the matter. If no written request for mediation is received within this time
limit, the aggrieved party shall have waived any right to arbitrate the dispute or to
raise any claim, in any forum, arising out of the dispute.

c. The parties agree to participate in at least four hours of mediation. Each party
agrees to participate in good faith in the mediation with the intent to resolve the
dispute. The mediation will be conducted within thirty (30) calendar days after
the request for mediation is made.

d. The parties may either agree upon a mediator or agree to have one chosen for
them. If the parties do not agree upon a mediator within ten (10) calendar days of
the request for mediation, a request may be made by either or both parties to
JAMS to have a mediator chosen for the dispute and both agree to accept the
mediator chosen through the process that JAMS uses for selecting a mediator.

e. The District shall pay all costs unique to mediation, including, without limitation,
the mediator’s fees and administrative fees. The Fire Chief is not responsible for
any expenses unique to mediation. Each party shall pay for the fees and expenses

4
August 5, 2015
of its own attorneys, experts, witnesses, and other costs associated with the mediation.

C. Arbitration

a. If the dispute, or a portion of the dispute, is not resolved by mediation and to the extent permitted by law, that portion of the dispute not resolved by mediation is subject to final and binding arbitration under the Federal Arbitration Act ("FAA") before a single neutral arbitrator.

b. Arbitrable Claims shall include, but are not limited to, contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation and includes without limitation the determination of the scope and applicability of this arbitration provision. By way of example and not in limitation of the foregoing, Arbitrable Claims shall include (to the fullest extent permitted by law) any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the California Fair Employment and Housing Act, as well as any claims alleging wrongful termination, retaliation, harassment and/or discrimination (including, but not limited to those on the basis of, race, sex, sexual orientation, gender identity, religion, national origin, age, marital status, medical condition, and disability), breach of contract, breach of the covenant of good faith and fair dealing, defamation, libel, slander, invasion of privacy and/or negligent or intentional: a) infliction of emotional distress; b) misrepresentation; c) interference with contract; or d) interference with prospective economic advantage.

c. The parties hereby knowingly and intentionally waive any right they may otherwise have to trial by jury or court of such claims or disputes. The parties agree that this waiver of any right they may otherwise have to trial by jury or court of such claims or disputes, applies to and waives any right to participate as a representative or member of any class of claimants. The arbitrator shall determine all challenges to the legality or enforceability of this arbitration provision. Any arbitration shall take place in the County of Marin, California.

d. To the extent permitted by law, the initiation, existence, and outcome of any arbitration—including without limitation any material filed with the arbitrator, the contents of all depositions or testimony, all documents produced during the course of the arbitration, the written decision, and any remedy imposed or damages awarded by the arbitrator—are strictly confidential and shall not be disclosed with any other persons, entities, organizations, whether within or without the District, except as may be required by applicable law or in accordance with any court order or subpoena. To the extent permitted by law, this provision applies during the

August 5, 2015
term of this Employment Agreement and survives after the termination of this Employment Agreement.

e. Within 30 days after written demand for arbitration, the parties shall select a single neutral arbitrator by any method mutually agreed or, if the parties cannot agree, then in accordance with the then existing JAMS Employment Arbitration Rules & Procedures http://www.jamsadr.com/files/Uploads/Documents/JAMS-Rules/JAMS_employment_arbitration_rules-2009.pdf. A hardcopy of the JAMS arbitration rules is also available for review in the District office. The Rules may be amended by JAMS after the execution of this arbitration provision and the parties agree to use the current version of the JAMS Rules at the time arbitration is commenced. The decision or award of the arbitrator shall be final and binding upon the parties.

f. In the event a single neutral arbitrator is not appointed within 30 days, any party may petition either JAMS or the appropriate court to appoint, in its discretion and without the consent of all the parties, a single neutral arbitrator. The arbitrator shall have the power to control discovery and to make all other determinations that the parties' mutual agreement or the then-existing JAMS Comprehensive Arbitration Rules & Procedures may permit. The arbitrator shall have the power to grant all types of relief and remedies that are available in a civil action. The arbitrator will issue a written decision with findings and conclusions.

g. The District shall pay all costs unique to arbitration, including, without limitation, the arbitrator's fees and administrative fees. The Fire Chief is not responsible for any expenses unique to arbitration: Each party shall pay for the fees and expenses of its own attorneys, experts, witnesses, and preparation and presentation of proof and briefing, except that the arbitrator may award such fees and costs to a prevailing party on a claim for which attorneys' fees and costs are recoverable by law. The arbitrator shall also have the power to award reasonable attorneys' fees and costs to the prevailing party in any action to enforce this arbitration provision, including but not limited to those attorneys' fees and costs associated with the filing of a petition to compel arbitration in civil court. Any court of competent jurisdiction shall, upon the petition of any party, confirm the award of the arbitrator and enter judgment in conformity therewith. Any such judgment shall be final, binding and non-appealable.

h. In the event that multiple claims are asserted, some of which are found not subject to this arbitration provision, the parties agree to stay the proceedings related to the claims not subject to this arbitration provision until all the claims subject to this arbitration provision are resolved in accordance with it. In the event that claims are asserted against multiple parties, some of whom are not subject to this arbitration provision, the Fire Chief and the District agree to sever the parties not
subject to this arbitration provision and to resolve all claims between the parties subject to this arbitration provision in accordance with this arbitration provision.

i. Except as provided in this arbitration provision, the District makes no other waiver or election of rights and remedies pursuant to this Employment Agreement and reserves the right to waive or assert rights and remedies in its sole discretion.

j. If any aspect of this arbitration provision is found by an arbitrator or a court to be incomplete or unlawful, that determination will not render any other portion of the provision invalid or unenforceable, and the balance of the provision shall remain in full force and effect. In addition, the parties authorize the arbitrator or court to add to or revise ("blue pencil") the language of this arbitration provision in order to make the provision complete and lawful, so as to effectuate to the maximum extent possible the parties' mutual intent to have all disputes subject to this provision be resolved solely by final and binding arbitration.

k. Nothing in this arbitration provision shall be construed to prohibit the Fire Chief from filing a charge with or participating in any investigation or proceeding conducted by the U.S. Equal Employment Opportunity Commission (EEOC) or a comparable state or local agency or from filing a claim for unemployment or workers' compensation benefits. Notwithstanding the foregoing, the Fire Chief agrees to waive his right to recover monetary damages in any charge, complaint, or lawsuit filed by the Fire Chief or by anyone else on the Fire Chief's behalf.

ARTICLE V – SALARY AND PERFORMANCE REVIEW

The Fire Chief’s salary shall be as follows, effective July 1, 2015.

<table>
<thead>
<tr>
<th>Position</th>
<th>Monthly Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Chief Step 3 (Prior to July 1, 2015)</td>
<td>$15,757.09</td>
</tr>
<tr>
<td>Fire Chief Step 3 (Effective July 1, 2015)</td>
<td>$16,229.80</td>
</tr>
<tr>
<td>Fire Chief Step 3 (Effective July 1, 2016)*</td>
<td>$16,554.40</td>
</tr>
<tr>
<td>Fire Chief Step 3 (Effective July 1, 2017)*</td>
<td>$16,885.49</td>
</tr>
</tbody>
</table>

*Minimum 2% salary increase

Effective July 1, 2015, the District will increase the salary of the Fire Chief by 2%. However, if the property tax estimate realized by the District (based on County of Marin Property Tax Revenue estimate for the NFPD) as of June 30, 2015 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the Fire Chief will get a .5% additional increase in his annual base salary, capped at a maximum possible additional increase of 1%.
Effective July 1, 2016, the District will increase the salary of the Fire Chief by 2%. However, if the property tax estimate realized by the District (based on County of Marin Property Tax Revenue estimate for the NFPD) as of June 30, 2016 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the Fire Chief will get a .5% additional increase in his annual base salary, capped at a maximum possible additional increase of 1%.

Effective July 1, 2017, the District will increase the salary of the Fire Chief by 2%. However, if the property tax estimate realized by the District (based on County of Marin Property Tax Revenue estimate for the NFPD) as of June 30, 2017 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the Fire Chief will get a .5% additional increase in his annual base salary, capped at a maximum possible additional increase of 1%.

Per Article VI, Item D of this agreement, the Fire Chief will receive an annual Executive Bonus equal to the amount of one month’s salary. For 2015, this will be based on the Fire Chief’s personnel evaluation.

Per Article VI, Item 1(2) of this agreement, the Fire Chief shall receive an Executive Bonus on July 1, 2016 and July 1, 2017 to offset the reduction in retirement subvention that goes into effect June 1, 2016.

ARTICLE VI BENEFITS

The Fire Chief is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

The District will contribute up to $150.00 per month dollar for dollar match toward the Fire Chief’s deferred compensation (457) plan, provided the Fire Chief contributes at least $150.00 per month to his deferred compensation plan.

B. Annual Compensatory Time Off (CTO)

1. Effective the date of adoption of this Agreement, the annual allotment of 40 hours of CTO given to the Fire Chief will be converted to 80 hours of Compensatory Time (CTO) for the balance of 2015.

2. 80 hours of Compensatory Time (CTO) shall be deposited in the Fire Chief’s CTO account annually on January 1 of each year.

3. Compensatory Time (CTO) is non-pensionable.

August 5, 2015
4. CTO time may be used in minimum increments of 1 hour.

C. Compensatory Time Pay (CTO)

1. The Fire Chief may earn CTO for emergency response; covering for a Shift Battalion Chief after the Fire Chief’s normal working hours; and working as a Shift Battalion Chief after the Fire Chief’s normal working hours.

2. CTO may be accrued at time and one-half for actual hours worked.

3. CTO may be accrued up to a maximum of 96 hours. CTO hours in excess of 96 shall be cashed out.

4. CTO time older than one year shall be cashed out.

5. CTO Off time may be used in minimum increments of 1 hour.

6. The Fire Chief will be compensated for 12 hours of Wildland Duty Coverage per Duty Coverage Shift by receiving 12 hours of straight time into his CTO2 account.

D. Executive Bonus

The Fire Chief will receive a one-time executive bonus equal to a minimum of one month’s salary. The executive bonus will be based upon a performance evaluation, which shall occur prior to December 31, 2015.

E. Physical Fitness

The Fire Chief may use Physical Fitness time per the District’s physical fitness policy.

F. Health Insurance - Medical

The District requires all employees to have a medical insurance plan. Employees choosing to waive District sponsored medical coverage shall submit a Waiver of Medical Insurance Coverage form.

The Fire Chief is eligible to continue on the following medical plan contribution schedule, specific to his appropriate tier based upon hiring dates as outlined below.

1. Medical Insurance Tier 1: Employees hired prior to January 1, 2015: District Employer Contribution for Medical Insurance Benefits

August 5, 2015
The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing the Fire Chief and his dependents with access to medical insurance benefits. The Fire Chief must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

The amount required by Government Code Section 22892 shall be the District’s Employer Contribution for medical insurance benefits. The District agrees to pay this contribution only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

The District shall provide a maximum employer contribution that is equal to the minimum contribution required under the PEMHCA.

a. Supplemental Benefit Allowance

The District provides a Supplemental Benefit Allowance to all full-time employees eligible to participate in the District’s medical insurance benefits. Receipt of any Supplemental Benefit Allowance shall be in addition to the District Employer Contribution that is provided in the previous paragraphs.

The Supplemental Benefit Allowance provided to an employee shall be determined based on an employee’s participation level. Any Supplemental Benefit Allowance can only be used by an employee to offset the cost of participation in District sponsored medical benefits that are available through an IRS Section 125 cafeteria plan. Upon the effective date of this Agreement, the District shall provide a Supplemental Benefit Allowance that when added to the PEMHCA contribution, totals 80% of the Kaiser HMO premium for active employees who enroll in medical insurance for Employee Only, Employee + 1 Dependent, or Employee + Family.

The District’s contribution towards medical insurance premiums is based upon the CalPERS Kaiser HMO premium in 2015. This rate shall be adjusted annually based upon the Kaiser HMO premium.

The Fire Chief is responsible for paying the difference between the cost of his selected medical insurance premium and the established Supplemental Benefit Allowance.

August 5, 2015
b. Section 125 Cafeteria Plan

The District maintains a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health benefits.

2. Medical Insurance for Retired Employees: District Employer Contribution for Retiree Medical Insurance Benefits

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing retired employees and their eligible dependents with medical insurance benefits. For employees retiring under a contract or other employment agreement with the District while this provision is in place, said medical benefits shall be considered vested for the duration of life for employees and their eligible dependents. Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA); or any other health benefits organization contracted by the District to provide medical benefits.

The amount required by Government Code Section 22892 shall be the District Employer Contribution for Retiree Medical Insurance Benefits. The District agrees to pay this contribution only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

The District will provide a maximum retired employer contribution that is equal to the minimum contribution required under PEMHCA.

Any contribution provided to a retired employee under this provision shall not exceed the District Employer Contribution for Retiree Medical Insurance Benefit as described previously. The District contribution to retired employee's medical coverage shall be required only to the extent required by law.

3. Supplemental Retiree Benefit Allowance

The District provides a Supplemental Retiree Benefit Allowance to retired employees. Receipt of any Supplemental Retiree Benefit Allowance is in addition to any employer contribution that is provided in the previous paragraphs.

The Supplemental Benefit Allowance provided to an employee is determined based on an employee’s participation level (Tier 1, Tier 2, or Tier 2a), as

August 5, 2015
described more fully below. The District pays a Supplemental Retiree Benefit Allowance, equal to the difference between the PEMHCA minimum and the established percentage the District pays towards a medical insurance plan premium, into a plan that does not impact the retired employee’s tax liabilities.

Any Supplemental Retiree Benefit Allowance can only be used by an employee to offset the cost of participation in District sponsored medical benefits.

a. Retiree Medical Insurance Tier 1 – Employees Hired on or prior to June 30, 2009 and Retired on or after April 1, 2015 (Existing Employees Who Retire on or after April 1, 2015)

Beginning the date of adoption of this Agreement, the District will provide a Supplemental Retiree Benefit Allowance based upon a vesting formula. Each employee shall fall into a category below based on current years of service as of the date of adoption of the contract or other agreement governing the employee’s employment with the District.

**Supplemental Retiree Benefit Allowance Vesting**

<table>
<thead>
<tr>
<th>Current Years of Service as of July 1, 2015</th>
<th>Vesting Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 5</td>
<td>55%</td>
</tr>
<tr>
<td>5 to 10</td>
<td>60%</td>
</tr>
<tr>
<td>10 to 15</td>
<td>65%</td>
</tr>
<tr>
<td>15 to 20</td>
<td>70%</td>
</tr>
<tr>
<td>20 to 25</td>
<td>75%</td>
</tr>
<tr>
<td>25 to 30</td>
<td>80%</td>
</tr>
</tbody>
</table>

Each employee shall accrue additional coverage at 0.75% for each year of service. This accrual will be in addition to the vesting base percentage described above. The sum of these two calculations shall be the total percentage of healthcare premium that is paid for by the District covering family, employee and spouse or single of the Kaiser HMO Premium to a maximum of 80% on January 1, 2011, 75% on April 1, 2023 and 70% on April 1, 2028.

The District has established a Retirement Health Savings (RHS) plan for the Fire Chief that will provide tax advantaged income to pay for retirement medical insurance premiums. The plan will continue under the terms listed

August 5, 2015
The District shall contribute a $100 per month contribution to the mandatory $50.00 per month employee contribution for employees under the age of 40 for a total combined contribution of $150 per month. When current employees reach the age of 40, the employee contribution shall increase to $75.00 per month and the District contribution will increase to $125 per month for a total combined contribution of $200 per month. For employees over the age of 40 at the time of the effective date of this Agreement, the District shall contribute a $150 per month to the mandatory employee contribution of $75.00 per month for a total of $225 per month.

Both employee and District contributions shall be adjusted annually beginning June 30, 2016, at a percentage rate equal to the United States Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose annual consumer price index (CPI).

G. Dental Insurance, All Tiers

The District shall pay 100% of the premium for dental coverage for the Fire Chief and his dependents.

a. Dental Insurance in Retirement: Retired members may purchase dental insurance through the District for themselves and their eligible dependents. The retired member pays 100% of the premium cost.

H. Vision Insurance, All Tiers

The District shall pay 100% of the premium for vision coverage for the Fire Chief and his dependents.

a. Vision Insurance in Retirement: Retired members may purchase vision insurance through the District for themselves and their eligible dependents. The retired member pays 100% of the premium cost.

I. Marin County Employee’s Retirement Association

1. The District will pay 75% of the Fire Chief’s employee subvention amount to MCERA until the Fire Chief reaches 30 years of service. The Fire Chief will achieve 30 years of service on June 1, 2016.

August 5, 2015
2. The Fire Chief shall receive an Executive Bonus on July 1, 2016 and July 1, 2017 to offset the reduction in retirement subvention that goes into effect June 1, 2016. The Executive Bonus will be equivalent to one month's salary as of July 1, 2016 and July 1, 2017.

J. Longevity Pay

1. The Fire Chief will receive longevity pay in the amount of 5% of his employee subvention amount to MCERA. This 5% of the employee subvention amount will be deducted from the percentage list in item 1 above.

2. Longevity pay will be eliminated when the Fire Chief achieves 30 years of service with the District, June 30, 2016.

K. Life Insurance, All Tiers

The District will contribute twelve dollars ($12.00) per month toward life insurance plan(s) and will deduct the remaining required premium from the Fire Chief's paycheck. The Fire Chief will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

L. Employee Assistance Program (EAP)

The Fire Chief may participate in any Employee Assistance Program offered to District employees. The current EAP program through the Managed Health Network (MHN) offers employees and their dependents 10 counseling sessions per incident, per year along with on-line services.

M. Educational Incentive Contributions to 457 Plan

1. The Fire Chief may earn a maximum of 3% of his base salary from educational incentives.
   a. Chief Fire Officer Certification from the Center for Public Safety Excellence
   b. Bachelor's Degree from an accredited university
   c. Completion of the National Fire Academy Executive Fire Officer Program

2. Education incentive payments may not be used as a form of retirement subvention.

August 5, 2015
3. The Educational Incentive amount shall be deposited into the Fire Chief deferred compensation plan.

4. The Fire Chief must have an active District sponsored 457 plan account to be eligible to receive the Educational Incentive pay.

5. The Educational Incentive amount earned shall not be pensionable.

N. Excess Sick Leave - Retirement

A day-shift employee’s accumulated sick leave may be applied toward retirement up to a cap of 2,080 hours.

ARTICLE VII - LEAVES

This section includes descriptions for the different type of leave programs available to the Fire Chief:

A. Bereavement Leave

This leave is available to the Fire Chief for the purpose of attending to family needs that arise in connection with the death of a member of the Fire Chief’s immediate family. “Family” for bereavement leave includes: Spouse, domestic partners (as defined by the State of California), mother, father, child, step-child, grandmother, grandfather, sister, brother, brother-in-law, sister-in-law, spouse’s parents and spouse’s grandmother and grandfather.

B. Catastrophic Leave

This leave is available to the Fire Chief. Catastrophic Leave is for use after a catastrophic illness or injury or a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude the Fire Chief from returning to work for an extended period of time, during which the Fire Chief will exhaust all of his accumulated leave balances. In order to request catastrophic leave the Fire Chief must have exhausted all of his accrued leave, including sick leave, compensatory time off, and vacation time and received the approval of the Board of Directors to open a Personal Catastrophic Leave account. If the Fire Chief is incapacitated, his legally recognized representative may request that the account be opened.

C. FMLA Leave

August 5, 2015
FMLA leave is available for employee use under the following circumstances, as defined by 29 USC § 2612, Government Code § 12945.1 and Government Code § 12945.2:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.
- When an employee is unable to work because of his/her own serious health condition.
- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

D. Floating Holidays

1. The Fire Chief shall receive 16 hours of Floating Holiday time annually.
2. Floating Holiday leave must be used in 4 hour or greater increments.
3. If the Fire Chief has a floating holiday hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his accrued vacation hours.

E. General Sick Leave

1. The Fire Chief shall accrue sick leave at a rate of 8.5 hours per month.
2. A day-shift employee’s accumulated sick leave may be applied toward retirement up to a cap of 2,080 hours.

F. Sick Leave Incentive

1. The Fire Chief shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.
2. FMLA leave shall not be considered as Sick Leave.
3. The 8.5 hours of pay shall be contributed into the Fire Chief’s deferred compensation account (457 plan).

G. Excess Sick Leave Contribution to Deferred Compensation (457 Plan)

August 5, 2015
1. Upon request the District will contribute to the Fire Chief's deferred compensation account an amount equivalent to the hours in his sick leave bank in excess of 500 hours.

2. The Fire Chief must request this transfer of excess sick leave hours by the first pay period in January.

3. If the Fire Chief has less than 500 hours, he may not request a transfer; in addition, no transfer of sick leave hours shall cause his sick leave bank to contain less than 500 hours.

4. The transferred sick leave shall be calculated at 50% of the Fire Chief's hourly rate.

H. Office Holidays

Paid holidays for management and administrative support staff members are: New Years' Day, Martin Luther King's birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, and Christmas; and a 4-hour (p.m.) holiday on weekday Christmas Eve Day.

I. Vacation

1. The Fire Chief shall receive Vacation Leave based upon his completed years of service, following the District's Vacation policy. For purposes of calculating years of service, hire date is considered to be January 1 of the year an employee is hired.

   EXAMPLE: an employee hired on April 1, 2000 will have his/her years of service calculated for vacation leave purposes with a hire date of January 1, 2000.

2. Vacation leave must be used in 4 hour or greater increments.

3. If the Fire Chief has a vacation hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his accrued vacation hours.

4. Vacation may not be accrued in excess of two times the Fire Chief’s annual accrual rate. The Fire Chief will cease to accrue vacation once he has accrued twice his annual vacation accrual until such time as his accrued vacation is reduced below this limit.

J. Vacation Cash Out

August 5, 2015
The District may pay the Fire Chief, at his request, up to 50% of his total accrued vacation. Cash out will only take place during the last pay period of June.

ARTICLE VIII - RETIREMENT

A. Tier 1 Retired Employees

1. Full time employees hired prior to December 31, 2012, shall be eligible for retirement benefits through the Marin County Public Employee’s Retirement Agency (MCERA) as follows:
   
a. 3% @ age 50
b. Annual Cost of Living Adjustment not to exceed 4%
c. Highest 12 month period for determining final compensation for retirement pay.

2. Retirement tier is determined upon entry into the MCERA retirement system.

3. Following 30 years, contributions of MCERA, employee contributions cease.

ARTICLE IX – DRIVER LICENSE REQUIREMENTS

The Fire Chief is required to possess a valid California Driver License, Class C.

ARTICLE X - EXISTING DISTRICT PERSONNEL RULES, POLICIES AND PROCEDURES

Unless changed by the express terms of this Agreement, all terms and conditions of employment established by written District personnel rules, policies and procedures in effect at the time of adoption of this Agreement shall remain in full force and effect unless and until changed in accordance with State law.

ARTICLE XI – ADDITIONAL PROVISIONS

A. Severability.

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

August 5, 2015
Summary Fire Chief - 3 Year Rev

<table>
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<tr>
<th>Item</th>
<th>2015-16</th>
<th>2016-17</th>
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<tr>
<td>4a</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>6b</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Note: Fire Chief attains 30 years of service in June 2016. Upon 30 years of service, employee retirement contributions cease with MCERA.
B. Modification, Amendment, Waiver.

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the Fire Chief and the District. The failure of the Fire Chief or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

C. Governing Law.

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

D. Counterparts.

This Agreement may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

I hereby accept all terms and conditions of the above Employment Agreement.

[Signature] 12/7/15

Fire Chief Mark Heine  Date

Accepted by the Novato Fire Protection District

[Signature] 12/2/15

Board Chair on behalf of the Novato Fire Protection District  Date

August 5, 2015
RESOLUTION NO. 2015-15

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT DESIGNATING OCTOBER 2015 AS NATIONAL BREAST CANCER AWARENESS MONTH

WHEREAS, the governing body of The Novato Fire Protection District expresses their support in designating October 2015 as National Breast Cancer Awareness Month; and

WHEREAS, National Breast Cancer Awareness Month remains dedicated to increasing public awareness about the importance of early detection, diagnosis, and treatment of breast cancer; and

WHEREAS, many great strides have been made in breast cancer awareness and treatment, there remains much to be accomplished; and

WHEREAS, cancer is one of the deadliest diseases, we need to come together to fight and more of us need to step up and lead the way. Therefore, firefighters will don pink showing women that we stand in support during treatment and in finding a cure; and

WHEREAS, Marin County has one of the highest incidence rates for breast cancer in California; and

WHEREAS, taking advantage of early detection methods such as mammography and clinical exams could help the breast cancer death rate decline; and

WHEREAS, the National Cancer Institute estimates in the United States, 231,840 new cases of breast cancer will be diagnosed this year and 40,290 deaths will occur from breast cancer; and

WHEREAS, the American Cancer Society searches tirelessly for a cure through vital research, and has the mammoth task of educating our community and all Americans about the risks of breast cancer and the National Breast Cancer Foundation mission is to save lives by increasing awareness of breast cancer through education, providing diagnostic services for those in need, and providing nurturing and support; and

WHEREAS, firefighters normally wear blue shirts 365 days a year but for three days we can wear pink giving an image of hope and encouragement to those who fear being alone during their battle for life.
NOW THEREFORE BE IT RESOLVED that the governing body of The Novato Fire Protection District

(1) Designates October 2015 as National Breast Cancer Awareness Month; and

(2) Encourages all people of the United States to become more informed and aware of breast cancer.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 7th day of October 2015 by the following vote:

AYES: Directors Kaselionis, Silverman, and Fenner, Jr.

NOES: None

ABSENT: Director Galli

Novato Fire Protection District

[Signature]
President, Board of Directors

Attest:

[Signature]
RESOLUTION NO. 2015-14

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NOVATO FIRE PROTECTION DISTRICT
INTENT TO PARTICIPATE IN THE
GREAT CALIFORNIA SHAKEOUT AND WORK
TOWARD BECOMING A SAFER COMMUNITY

WHEREAS, the Novato Fire District recognizes that no community is immune from natural hazards whether it be earthquake, wildfire, flood, winter storms, drought, heat wave, or dam failure and recognizes the importance enhancing its ability to withstand natural hazards as well as the importance of reducing the human suffering, property damage, interruption of public services and economic losses caused by those hazards; and

WHEREAS, major earthquakes pose a particular, significant, and ongoing threat to the entire Novato region as we were recently reminded with the South Napa Earthquake; and

WHEREAS, the Novato Fire District has a shared responsibility to promote earthquake preparedness internally as well as with the public and plan appropriately for earthquake-related disasters; and

WHEREAS, the protection of Novato Fire District employees will allow them to facilitate the continuity of government and assist the public following a major earthquake event; and

WHEREAS, community resiliency to earthquakes and other disasters depends on the preparedness levels of all stakeholders in the community – individuals, families, schools, community organizations, faith-based organizations, non-profits, businesses, and government; and

WHEREAS, by participating in The Great California ShakeOut on October 15, 2015, the Novato Fire District has the opportunity to join and support all Californians in strengthening community and regional resiliency; and

WHEREAS, by supporting The Great California ShakeOut, the Novato Fire District can utilize the information on www.ShakeOut.org/california to educate its residents regarding actions to protect life and property, including mitigating structural and non-structural hazards and participating in earthquake drills; and

WHEREAS, by registering at www.ShakeOut.org/california, Novato Fire District employees can participate in the ShakeOut “Drop Cover and Hold on” earthquake drill on October 15 at 10:15 a.m., and encourage the public, schools, businesses, and other community stakeholders to also register.

NOW, THEREFORE BE IT RESOLVED THAT:

The Novato Fire District hereby approves participating in the Great California Shakeout here to by taking time to recognize and acknowledge the importance of preparing our city for the purposes of building a safer community and reducing the loss of lives and property from a major earthquake event by taking proactive steps today.
PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 7th day of October 2015 by the following vote:

AYES: Directors Kaselionis, Silverman, and Fenner, Jr.

NOES: None

ABSENT: Director Galli

Novato Fire Protection District

[Signature]
President, Board of Directors

[Signature]
Attest:
RESOLUTION NO. 2015-13

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
AUTHORIZING EXECUTION OF JOINT EXCERISE OF POWERS AGREEMENT II AND MOU
RELATING TO THE MARINMAP PROJECT

WHEREAS, The Novato Fire Protection District has been a member of, or has contributed to, the MarinMap project, while that project was administered by the Marin Telecommunications Agency;

WHEREAS, now, the administrative function for MarinMap will be transferred to the Marin Services Authority (MGAS);

WHEREAS, it is necessary to enter into new agreements regarding payment for, and participation in, MarinMap;

NOW THEREFORE, the Board of Directors of the Novato Fire Protection District hereby:

1. Authorizes the Marin County Fire Chiefs Associations President to sign the MarinMap Joint Exercise of Powers Agreement on behalf of the Novato Fire Protection District, and,

2. Authorizes the Chief of the Novato Fire Protection District to execute the MOU attached as Exhibit A on behalf of the District.

PASSED AND ADOPTED by the Board of Fire Directors, Novato Fire Protection District, on the 7th day of October, 2015 by the following vote:

AYES: Directors Kaselionis, Silverman, and Fennier, Jr.

NOES: None

ABSENT: Director Galli

[Signature]
President, Board of Directors

[Signature]
Attest: Denise Wade
MEMORANDUM OF UNDERSTANDING BETWEEN SPECIAL DISTRICTS REGARDING ALLOCATION OF COSTS FOR MARINMAP

This Memorandum of Understanding ("MOU") is effective November 1, 2015, by and between Novato Fire Protection District, Southern Marin Fire Protection District, Tiburon Fire Protection District, Kentfield Fire Protection District, Ross Valley Fire Protection District, Bolinas Fire Protection District, Marinwood Community Services District, Stinson Beach Fire Protection District, and Inverness Public Utilities District (individually referred to as "Party" and collectively the "Parties").

Recitals

WHEREAS, MarinMap is a consortium of public agencies that manages regional GIS data for Counties, Cities and special districts to meet the informational needs of the public and each Member Agency in a cost-effective and efficient matter;

WHEREAS, the Parties enter into this MOU for the purpose of a joint membership in MarinMap as set forth in the Joint Exercise of Powers Agreement and its amendments;

WHEREAS, MarinMap will collectively charge the Parties $10,000 for their joint membership; and

WHEREAS, it is appropriate for the Parties to enter into this MOU regarding operation of the joint membership and the allocation of the joint membership fee.

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION I: EFFECTIVE DATE AND TERM

The effective date of this MOU shall be November 1, 2015

This MOU shall commence on the Effective Date and shall remain in effect until any Party through formal action of its governing board determines in its sole and absolute discretion that it is necessary to withdraw from this MOU for any reason. The Party making the determination to withdraw from this MOU ("Withdrawing Party") shall provide notice as set forth in Section VI below.

SECTION II: ROLES AND RESPONSIBILITIES OF PARTIES

a. Each Party agrees to share in the collective MarinMap membership cost of $10,000 annually based upon the population served by each Party.

b. Each Party agrees that Table 1, as set forth in Section V below, adequately sets forth the population it serves and the cost percentage allocated to its agency.
c. Each Party shall ensure that its agency representative will attend regular meetings to discuss all aspects of this MOU.

d. Each Party shall pay its membership fee allocation no later than June 15th each calendar year.

e. The Marin County Fire Chiefs Association shall serve as the Fiduciary Agent for the Fire Districts participating in the MarinMap MOU. The Marin County Fire Chiefs Association shall receive the invoice from MarinMap, process the annual payment, and collect each subscriber's required payment as detailed in Table 1. The Marin County Fire Chiefs Association will make the payment pursuant to the Joint Exercise of Powers Agreement no later than July 1 each calendar year.

f. Each Party shall have its governing body authorize the Marin County Fire Chiefs Association's President to sign the Joint Exercise of Powers Agreement on the Party's behalf.

SECTION III: REGULAR MEETINGS

The Parties agree that the Parties shall conduct regular meetings to discuss matters related to MarinMap. These meetings will be comprised of a representative from each Party. The Parties agree that the regular meetings may be conducted concurrently with the Marin County Fire Chief's Association meetings.

SECTION IV: REPRESENTATIVE

At their initial meeting, the Parties to this MOU shall elect an individual to serve as the representative for all of the Parties to serve on the MarinMap Steering Committee. Each Party shall have one vote toward the election of the representative. Each November, the Parties will elect a representative to serve for the following calendar year. The representative may serve multiple terms.

SECTION V: MEMBERSHIP FEES

Each Party understands that membership fees are due to the Marin County Fire Chiefs Association no later than June 15th of each calendar year. The membership fees allocated to each Party are set forth in Table 1. If any Party terminates pursuant to Section VI below, the amounts due and owing by each Party will be adjusted according to population to ensure the full $10,000 membership fee is collected. If any Party terminates pursuant to Section VI below, all other Parties agree that the MOU will remain in full force and effect until all Parties agree to terminate pursuant to Section VI below.
TABLE 1:

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<td>Tiburon FPD</td>
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<td>$595</td>
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<td>Marinwood CSD</td>
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<td>Bolinas FPD</td>
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<tr>
<td>Inverness PUD</td>
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<tr>
<td>Stinson Beach FPD</td>
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<td>$58</td>
</tr>
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<td><strong>100%</strong></td>
<td></td>
<td><strong>$10,000</strong></td>
</tr>
</tbody>
</table>

SECTION VI: TERMINATION

Any Party that seeks to discontinue membership in MarinMap and this MOU shall notify all other Parties to this MOU in writing no later than April 31st at the addresses set forth below in Section VII. The termination shall be effective June 15th of that calendar year. No amounts previously paid pursuant to Section V above will be credited or prorated to any Party that terminates as set forth in this Section.

SECTION VII: NOTICE

Notices shall be deemed effective on the date delivered if by personal service or overnight delivery service, or, if mailed, three (3) days after deposit in the U.S. Postal Service mail. All notices and other communications required or permitted to be given under this MOU shall be in writing and shall be addressed to the respective Parties as follows:

**Novato Fire Protection District**  
95 Rowland Way  
Novato, CA 94945

**Southern Marin Fire Protection District**  
308 Reed Blvd,  
Mill Valley, CA 94941

**Marin County Fire Department**  
33 Castlerock Avenue  
Woodacre, CA 94973
Tiburon Fire Protection District  
1679 Tiburon Blvd. 
Tiburon, CA 94920

Kentfield Fire Department  
1004 Sir Francis Drake Blvd. 
Kentfield, CA 94904

Ross Valley Fire  
777 San Anselmo Avenue  
San Anselmo, CA 94960

Bolinas Fire Protection District  
PO Box 126  
Bolinas, CA 94924

Marinwood Community Services District  
775 Miller Creek Road  
San Rafael, CA 94903

Inverness Public Utilities District  
PO Box 469  
50 Inverness Way, 
Inverness, CA 94937

SECTION VIII: INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Parties and its officers, officials, employees, agents and volunteers (collectively “Indemnitees”) from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney’s fees and costs and fees of litigation) (collectively “Liability”) to anyone who may be injured or damaged by reason of the Party’s negligence, recklessness or willful misconduct in the performance of this MOU or its failure to comply with any of its obligations contained in this MOU. A Party that provides a defense to Indemnitees under this Section shall hire defense counsel acceptable to Indemnitees. The provisions of this Section shall survive the termination or expiration of this MOU.

SECTION IX: NOTIFICATION OF THIRD-PARTY ACTION

Each Party shall, within fifteen (15) calendar days, give the other Parties notice in writing of any action or suit filed or claim made against the other Parties that may result in litigation related in any way to the services performed pursuant to this MOU.
SECTION X: GOVERNING LAW AND VENUE
The law governing this MOU shall be that of the State of California. In the event that suit shall be brought by any party this MOU, the Parties agree that venue shall be exclusively vested in Marin County.

SECTION XI. COUNTERPARTS
This MOU may be signed in two or more counterparts, and all counterparts, taken together, constitute one instrument. A party may sign this agreement, or any counterpart, by signing a copy that has been signed by the other party and sent to the party signing by facsimile or as a scanned copy. The facsimile or scanned document signed in that way will be accepted as an original.

IN WITNESS WHEREOF, THIS MEMORANDUM OF UNDERSTANDING HAS BEEN ENTERED INTO AS FOLLOWS:

NOVATO FIRE PROTECTION DISTRICT

By: __________________________

Its Fire Chief __________________________

October 7, 2015

SOUTHERN MARIN FIRE PROTECTION DISTRICT

By: __________________________

Its __________________________

_______________, 2015
MARINWOOD COMMUNITY SERVICES DISTRICT

By: ____________________________

Its ____________________________

_______________, 2015

STINSON BEACH FIRE PROTECTION DISTRICT

By: ____________________________

Its ____________________________

_______________, 2015

INVERNESS PUBLIC UTILITIES DISTRICT

By: ____________________________

Its ____________________________

_______________, 2015
RESOLUTION NO. 2015-12

A RESOLUTION OF THE BOARD OF FIRE DIRECTORS
NOVATO FIRE PROTECTION DISTRICT
DETERMINING THE 2015/16 APPROPRIATIONS LIMIT

RESOLVED by the Board of Directors of the Novato Fire Protection District, Marin County, California, that the Board, on the basis of appropriations limit calculation which has been on file and available in the office of the Fire Chief, has calculated the maximum limit applicable to the appropriation of tax proceeds for the fiscal year 2015/16 to be the sum of Fifty Four Million, Three Hundred Sixty Four Thousand, Six Hundred Forty Seven dollars ($54,364,647), and the basis of said calculations are available and on file in the office of the Fire Chief of said District, and that this resolution shall be posted by the Fire Chief at 95 Rowland Way, Novato, California.

PASSED AND ADOPTED by the Board of Fire Directors, Novato Fire Protection District, on the 5th day of August 2015, by the following vote:

AYES: Directors Fenner, Jr., Galli, Silverman, and Beedle

NAYS: None

ABSENT: Director Kaselionis

[Signature]
President, Board of Directors

Attest:
[Signature]
RESOLUTION NO. 2015-11

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NOVATO FIRE PROTECTION DISTRICT
ADOPTING A RESERVE FUNDS POLICY

WHEREAS, the Novato Fire Protection District ("District") seeks to memorialize its policies regarding establishing, reviewing, calculating, maintaining, spending, and eliminating the District's various reserve funds; and

WHEREAS, Section 13902 of the California Health and Safety Code, among other code sections and laws, authorizes the District to maintain reserve funds; and

WHEREAS, the District’s Finance Committee has reviewed, and recommended adoption of, the Reserve Fund Policy attached as Exhibit A; and

NOW, THEREFORE, the District hereby RESOLVES as follows:

1. The Reserve Funds identified in the Reserve Funds Policy attached as Exhibit A to this Resolution are hereby recognized as the Reserve Funds of the District.

2. The Reserve Funds Policy attached as Exhibit A to this Resolution is hereby adopted and said Policy shall govern the District’s establishing, reviewing, calculating, maintaining, spending, and eliminating of the District’s various Reserve Funds.

I CERTIFY that the foregoing resolution was duly and regularly adopted by the Governing Board of the Novato Fire Protection District, Marin County, California, at a regular meeting thereof, held on the 1st day of July, 2015.

AYES: Directors Kaselionis, Galli, Ferrier, Jr., Silverman and Beedle

NOES: None

ABSENT: None

[Signature]
President, Board of Directors

ATTEST:
[Signature]
30.01 PURPOSE

A. To document the District’s approach to establishing and maintaining adequate reserve fund balances across the spectrum of District operations.

B. Identify District operations and functions for which reserve fund balances should be established and maintained, considering risks to the operation from unexpected events and the availability of other resources to address such events, and the volatility of expenditures and revenues in the operation;

C. Establish a procedure for reviewing reserve fund balances and for making any necessary changes to the reserve fund balances. Funding the reserve Balance account should be an integral part of the development of the preliminary budget for the upcoming fiscal year;

D. Establish anticipated expenses, target reserve levels and the methodology for calculating reserve levels. Anticipated expenses and target reserve funding levels shall be established at the February Finance Committee meeting of each calendar year.

30.02 DEFINITIONS

Assigned: A fund balance that is earmarked for an intended use. The intent is established by the Board of Directors.

Committed: A fund balance incorporating limitations in its use as determined and defined by the Board of Directors. The “Rainy Day Fund” shall reside in this category.

Non-Spendable: A fund that is non-spendable due to constraints placed on the funds in this category such as committed loans or liens.
Restricted: A fund that has externally enforceable limitations on the use of the fund balance such as creditors, grantors, or laws regulating the use of the funds.

Unassigned: Encompasses all fund balances left after considering the other four categories. Use is less restrained in this fund category.

30.03 FUND DESCRIPTIONS

A. Rainy Day Fund Reserve (9308-6810): A “Committed” fund providing the District with contingency funding only in the following situations, pursuant to Board of Directors Resolution 2013-7:

1. When actual District revenue is 15% or more below expected District revenue.

2. When a state of emergency is declared by the District Board or when a state of emergency is declared by the County of Marin for an area that includes any area within District boundaries.

B. Unemployment Insurance Reserve (9308-6983): An "Assigned" fund established to provide for the costs associated with being self-insured for unemployment compensation. Unemployment costs to the District are very low. This fund represents a financial savings to the District in lieu of utilizing the State of California unemployment insurance.

C. Apparatus Reserve (9308-6984): An "Assigned" fund for the purpose of providing funds for the replacement of response apparatus and support vehicles.

D. Equipment Replacement Reserve (9308-6989): An "Assigned" fund for the purpose of providing funds for the replacement of tools and equipment utilized in the delivery of emergency services. This fund incorporates, but is not limited
to, the following items: hose and fittings, ladders, Self-Contained Breathing Apparatus, radios, Mobile Data Terminals, and Training props.

E. **Workers Compensation Insurance Reserve (9308-6992):** An “Assigned” fund for the purpose of providing funding for worker’s compensation pre-existing claims.

F. **Retiree Health Benefits Reserve (9308-6993):** An “Assigned” fund for the purpose of providing funds for the payment of future retiree health benefits in accordance with existing collective bargaining agreements with represented labor groups.

G. **Debt Sinking Reserve (9308-6995):** An “Assigned” fund for the purpose of providing funds for the payment of loan principal on unpaid apparatus and purchase payments.

H. **Compensated Absences Reserve (9308-6999):** An “Assigned” fund for the purpose of providing funds for the payment to employees for unused sick leave, vacation, and other leaves as defined in collective bargaining agreements with represented labor groups.

I. **Ground Emergency Medical Transportation (GEMT) Reserve (9308-6994):** An “Assigned” fund for the purpose of providing the required Intergovernmental Fund Transfer (IGT) funding amount as required for participation in the Ground Emergency Medical Transportation (GEMT) program.

J. **Facility Capital Improvement Reserve (9308-6985):** An “Assigned” fund for the purpose of funding capital improvement projects at the District’s facilities pursuant to the District’s Facility Condition Assessments report.

K. **EMS Reserve Fund (9308-6981):** An “Assigned” fund for the purpose of providing funding for short-term and long-term EMS initiatives and equipment purchases.
L. **Personal Protective Equipment Reserve (9308-6996):** An "Assigned" fund for the purpose of funding replacement of personal protective equipment such as structural firefighting PPE, wildland firefighting PPE, and medical PPE.

M. **Information Technology Reserve Fund (9308-6986):** An "Assigned" fund for the purpose of providing funding for replacement of Information Technology hardware and software, such as, but not limited to computer applications, servers, telephone equipment, network infrastructure, etc.

N. **Unassigned Fund Balance:** An "Unassigned" fund for the purpose of providing funding for items not defined in other assigned fund balances.

### 30.04 POLICY

A. The Board of Directors shall be responsible for the establishing and management of all District reserve fund accounts and balances. Reserve fund accounts shall be established by the Board of Directors through adoption of this policy.

B. Changes to existing fund balances, establishing of new fund accounts and balances, and authorization for expenditures from fund balances shall require action by the Board of Directors.

C. The balances of each reserve fund shall be reviewed by the Board of Director's Finance Committee in February of each calendar year. Any recommended changes to fund balances for the upcoming fiscal year shall be presented to the full Board of Directors as an action item.

D. The fiscal year budget shall reflect the Reserve Fund balances established by the Board of Directors.
30.05 RESERVE FUND FUNDING LEVELS

A. **Rainy Day Fund Reserve (9308-6810):** This fund shall remain funded in accordance with the requirements set forth in Board of Directors Resolution 2013-7. Per Resolution 2013-7, the funding levels are set utilizing the following formula:

\[ \text{[(Salaries and Benefits) + (Services and Supplies) + (Debt Service Principal) + (Debt Service Interest)]} / 6 \times 10\% \]

B. **Unemployment Insurance Reserve:** The District is self-insured for unemployment insurance. This fund is for the purpose of reimbursing the state of California for payment of unemployment benefits paid to former District employees.

C. **Vehicle Replacement Reserve (9308-6984):** This fund shall incorporate funds necessary to adhere to Policy 2-II-8, “Vehicle Replacement Plan”. The Finance Committee shall review the fleet replacement schedule every February and identify the proper funding level for the fund.

D. **Equipment Replacement Reserve (TBD):** This fund shall incorporate funds for the replacement of tools and equipment such as hammers, hose, nozzles, extrication tools, and EMS capital purchase items. Fund balance requirements shall be based upon the Equipment Replacement Plan.

E. **Worker’s Compensation Insurance Reserve (9308-6983):** This fund shall have a fund balance equivalent to the total value of outstanding worker’s compensation claims as determined by the District’s worker’s compensation insurance agent and actuarial studies.

**Retiree Health Benefits Reserve (TBD):** The balance of this fund shall be determined by the amount of outstanding retiree health benefits costs as identified in the District’s actuarial reports and in accordance with existing collective bargaining agreements.
G. Debt Sinking Reserve (TBD): The balance of this fund shall provide for the ongoing payment of loan principal payments which shall be determined by the Finance Committee.

H. Compensated Absences Reserve (TBD): This fund shall be used for payment to employees for unused sick leave, vacation, and other leaves as defined in collective bargaining agreements. The funding level shall be determined by the Finance Director based upon year end balance.

I. GEMT Reserve: Funds in this account shall provide the required Intergovernmental Fund Transfer (IGT) funding amount as required for participation in the Ground Emergency Medical Transportation (GEMT) program.

J. Facilities Capital Improvement Reserve (TBD): This fund shall incorporate funds necessary for the enhancement, repair, upgrade, and replacement of the District’s fixed facilities pursuant to the Facility Condition Assessment Report.

K. EMS Reserve Fund: Funds in this account shall be used to fund short-term and long-term EMS initiatives and to purchase EMS capital equipment replacements and upgrades as identified in the Strategic Plan. Examples may include new EMS-related community risk reduction programs and capital EMS equipment purchases such as new cardiac monitors or pumps.

L. Personal Protective Equipment Reserve (TBD): Funds in this account shall be used for the purchase and/or replacement of personal protective equipment. Includes: Structure and wildland PPE, hazmat PPE, water rescue PPE. Replacement periods shall be based upon existing policy, National Fire Protection Association (NFPA) recommendations, manufacturer recommendations, and needs based upon current conditions.
M. **Information Technology Reserve Fund (9308-6986):** An "Assigned" fund for the purpose of providing funding for replacement of Information Technology as identified in the Strategic Plan. Hardware and software, such as, but not limited to, computer applications, servers, telephone equipment, network infrastructure, etc.

N. **Unassigned Funds:** Funds not assigned to another reserve fund account shall reside in the "Unassigned Fund" account. This amount shall be determined by the Finance Committee.

30.06 **RESERVE FUND EXPENDITURES AND REPLENISHMENT**

A. Reserve fund balances shall be reviewed by the Board of Director’s Finance Committee at the February meeting of the Committee.

B. All expenditures or transfers of reserve fund money shall be approved by the Board of Directors.
30.01 PURPOSE

A. To document the District's approach to establishing and maintaining adequate fund balances across the spectrum of District operations.

B. Identify District operations and functions for which fund balances should be established and maintained, considering risks to the operation from unexpected events and the availability of other resources to address such events, and the volatility of expenditures and revenues of the operation;

C. Establish a procedure for reviewing fund balances and for making any necessary changes to the fund balances. Funding the Fund Balance accounts should be an integral part of the development of the preliminary budget for the upcoming fiscal year.

D. Establish anticipated expenses, target reserve levels and the methodology for calculating reserve levels. Anticipated expenses and target reserve funding levels shall be established at the February Finance Committee meeting of each calendar year.

E. Any modification to this policy shall be done in accordance with the provisions of Board of Directors Resolution 2015-11.

30.02 DEFINITIONS

Assigned - A fund balance that is earmarked for an intended use. The intent is established by the Board of Directors.

Committed - A fund balance incorporating limitations in its use as determined and defined by the Board of Directors. The "Rainy Day Fund" shall reside in this category.

Non-Spendable - A fund that is non-spendable due to constraints placed on the funds in this category such as committed loans or liens.
**Restricted** - A fund that has externally enforceable limitations on the use of the fund balance such as creditors, grantors, or laws regulating the use of the funds.

**Unassigned** - Encompasses all fund balances left after considering the other four categories. Use is less restrained in this fund category.

### 30.03 FUND DESCRIPTIONS

**A. Rainy Day Fund Reserve (9308-6810):** A “Committed” fund providing the District with contingency funding only in the following situations, pursuant to Board of Directors Resolution 2013-7:

1. When actual District revenue is 15% or more below expected District revenue, or,

2. When a state of emergency is declared by the District Board or when a state of emergency is declared by the County of Marin for an area that includes any area within District boundaries.

**B. Unemployment Insurance Reserve (9308-6983):** An “Assigned” fund established to provide for the costs associated with being self-insured for unemployment compensation. Unemployment costs to the District are very low.

**C. Vehicle Replacement Reserve (9308-6984):** An “Assigned” fund for the purpose of providing funds for the replacement of response apparatus and support vehicles.

**D. Equipment Replacement Reserve (9308-6989):** An “Assigned” fund for the purpose of providing funds for the replacement of tools and equipment utilized in the delivery of emergency services. This fund incorporates, but is not limited to, the following items: hose and fittings, ladders, self-contained breathing apparatus, radios, mobile data terminals, and training props.
E. **Workers Compensation Insurance Reserve (9308-6992):** An "Assigned" fund for the purpose of providing funding for worker’s compensation pre-existing claims.

F. **Retiree Health Benefits Reserve (9308-6993):** An "Assigned" fund for the purpose of providing funds for the payment of future retiree health benefits costs as identified in the District’s actuarial reports and in accordance with existing collective bargaining agreements with represented labor groups.

G. **Debt Sinking Reserve (9308-6995):** An "Assigned" fund for the purpose of providing funds for the payment of loan principal on unpaid apparatus lease purchase payments.

H. **Compensated Absences Reserve (9308-6999):** An "Assigned" fund for the purpose of providing funds for the payment to employees for unused sick leave, vacation, and other leaves as defined in collective bargaining agreements with represented labor groups.

I. **Ground Emergency Medical Transportation (GEMT) Reserve (9308-6994):** An "Assigned" fund for the purpose of providing the required Intergovernmental Fund Transfer (IGT) funding amount as required for participation in the Ground Emergency Medical Transportation (GEMT) program.

J. **Facility Capital Improvement Reserve (9308-6985):** An "Assigned" fund for the purpose of funding capital improvement projects to repair, upgrade, and replace the District’s fixed facilities pursuant to the District’s Facility Condition Assessments Report.

K. **EMS Reserve Fund (9308-6981):** An "Assigned" fund for the purpose of providing funding for short-term and long-term EMS initiatives and equipment purchases.
L. **Personal Protective Equipment Reserve (9308-6996):** An “Assigned” fund for the purpose of funding replacement of personal protective equipment such as structural firefighting PPE, wildland firefighting PPE, hazmat PPE, water rescue PPE, and medical PPE.

M. **Information Technology Reserve Fund (9308-6986):** An “Assigned” fund for the purpose of providing funding for replacement of Information Technology. Hardware and software, such as, but not limited to computer applications, servers, telephone equipment, network infrastructure, etc.

N. **Unassigned Fund Balance:** An “Unassigned” fund for the purpose of providing funding for items not defined in other assigned fund balances.

### 30.04 POLICY

A. The Board of Directors shall be responsible for the establishing and management of all District fund accounts and balances. The Reserve fund accounts shall be established by the Board of Directors through adoption of this policy and codified by passage of a resolution.

B. Changes to existing fund balances, establishing of new fund accounts and balances, and authorization for expenditures from fund balances shall require action by the Board of Directors.

C. The balances of each Reserve Fund shall be reviewed by the Board of Director’s Finance Committee in February of each calendar year. Any recommended changes to fund balances for the upcoming fiscal year shall be presented to the full Board of Directors as an action item.

D. The fiscal year budget shall reflect the Reserve Fund balances established by the Board of Directors.
30.05 **RESERVE FUND FUNDING LEVELS**

A. **Rainy Day Fund Reserve (9308-6810):** This fund shall remain funded in accordance with the requirements set forth in Board of Directors Resolution 2013-7. Per Resolution 2013-7, the funding levels are set utilizing the following formula:

\[
\left[\left(\text{Salaries and Benefits}\right) + \left(\text{Services and Supplies}\right) + \left(\text{Debt Service Principal}\right) + \left(\text{Debt Service Interest}\right)\right] \times \frac{1}{6}
\]

B. **Unemployment Insurance Reserve (9308-6938):** The District is self-insured for unemployment insurance. This fund is for the purpose of reimbursing the State of California for payment of unemployment benefits paid to former District employees.

C. **Vehicle Replacement Reserve (9308-6984):** This fund shall incorporate funds necessary to adhere to Policy 2-II-8, “Vehicle Replacement Plan”. The Finance Committee shall review the fleet replacement schedule every February and identify the proper funding level for this fund.

D. **Equipment Replacement Reserve (9308-6989):**
This fund incorporates, but is not limited to, the following items: hose and fittings, ladders, self-contained breathing apparatus, radios, mobile data terminals, and training props. Fund balance requirements shall be based upon the Equipment Replacement Plan.

E. **Worker’s Compensation Insurance Reserve (9308-6983):**
This fund shall have a fund balance equivalent to the total value of pre-existing worker’s compensation claims as determined by the District’s worker’s compensation insurance agent and actuarial studies.

F. **Retiree Health Benefits Reserve (9308-6993):** The balance of this fund shall be determined by the amount of outstanding retiree health benefits costs as identified in the District’s
actuarial reports and in accordance with existing collective bargaining agreements.

G. **Debt Sinking Reserve (9308-6995):** The balance of this fund shall provide for the ongoing payment of loan principal on unpaid apparatus lease purchase, and facility loan, payments which shall be determined by the Finance Committee.

H. **Compensated Absences Reserve (9308-6999):** This fund shall be used for payment to employees for unused sick leave, vacation, and other leaves as defined in collective bargaining agreements. The funding level shall be determined by the Finance Director based upon year end balances.

I. **Ground Emergency Medical Transportation (GEMT) Reserve (9308-6994):** Funds in this account shall provide the required Intergovernmental Fund Transfer (IGT) funding amount as required for participation in the Ground Emergency Medical Transportation (GEMT) program.

J. **Facilities Capital Improvement Reserve (9308-6985):** This fund shall incorporate funds necessary for the enhancement, repair, upgrade, and replacement of the District’s fixed facilities pursuant to the Facility Condition Assessment Report.

K. **EMS Reserve Fund (9308-6981):** Funds in this account shall be used to fund short-term and long-term EMS initiatives and to purchase EMS capital equipment replacements and upgrades as identified in the Strategic Plan. Examples may include new EMS related community risk reduction programs and capital EMS equipment purchases such as new cardiac monitors or gurneys.

L. **Personal Protective Equipment Reserve (9308-6996):** Funds in this account shall be used for the purchase and/or replacement of personal protective equipment. Includes: Structure and wildland PPE, hazmat PPE, water rescue PPE. Replacement periods shall be based upon existing policy.
National Fire Protection Association (NFPA) recommendations, manufacturer recommendations, and needs based upon current conditions.

M. **Information Technology Reserve Fund (9308-6986):** This fund shall incorporate funds for replacement of Information Technology as identified in the Strategic Plan. Hardware and software, such as, but not limited to computer applications, servers, telephone equipment, network infrastructure, etc.

N. **Unassigned Funds:** Funds not assigned to another reserve fund account shall reside in the “Unassigned Fund” account. This amount shall be determined by the Finance Committee.

### 30.06 RESERVE FUND EXPENDITURES AND REPLENISHMENT

A. Fund balances shall be reviewed by the Board of Director’s Finance Committee at the February meeting of the Committee.

B. All expenditures or transfers of Reserve Fund money shall be approved by the Board of Directors.