

AGREEMENT FOR SERVICES

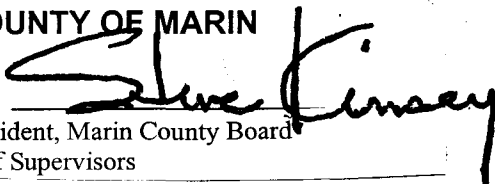
THIS AGREEMENT, made and entered into this 1st day of August 2000, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as the "COUNTY") acting by and through the County sheriff, and the city of Belvedere (hereinafter referred to as the "CITY.")

WITNESSETH:

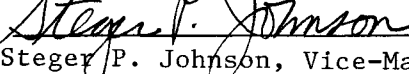
In consideration of the mutual promises set out below, the CITY and the COUNTY agree as follows:

1. **SCOPE OF SERVICES, TERM OF AGREEMENT & COMPENSATION.** The services to be performed, the time within which said services are to be performed, the amount of compensation and the schedule for payment of such compensation shall be as specified in Exhibit "A," attached hereto and by this reference, made a part hereof.
2. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "B," attached hereto and by this reference, made a part hereof, shall be followed and abided by both parties during the term of this Agreement.
3. **DESIGNATED REPRESENTATIVES.** The representative for the COUNTY who shall administer this Agreement on behalf of the COUNTY is Robert Doyle, Marin County Sheriff. The representative for the CITY who shall administer this Agreement on behalf of the CITY is Ed San Diego, Belvedere City Manager.
4. **AGREEMENT DATE.** The Agreement date is August 1, 2000.
5. **IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the date here first written.


COUNTY OF MARIN

By: 
President, Marin County Board
of Supervisors

CITY OF BELVEDERE

By: 
Steger P. Johnson, Vice-Mayor

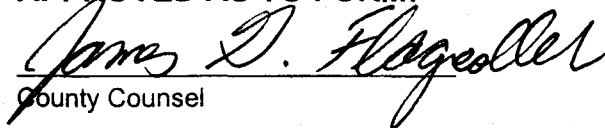
ATTEST:


Clerk of the Board

ATTEST:


Edmund H. San Diego, City Manager

APPROVED AS TO FORM:


County Counsel

APPROVED AS TO FORM:


Gary T. Raghianti, City Attorney

SCOPE OF SERVICES, TERM OF AGREEMENT & COMPENSATION

A.1 SCOPE OF SERVICES AND DUTIES.

For the purpose of performing the duties of Police Chief for the CITY, the COUNTY shall assign to said CITY a sworn peace officer from the Sheriff's Office's complement of such officers, whose rank shall not be lower than that of lieutenant. As the CITY's Police Chief, the assigned peace officer shall undertake the following responsibilities:

- a) Manage all personnel related activities of the department, including the assignment of duties and the scheduling of personnel, the recruitment of candidates to fill departmental vacancies, the evaluation of departmental personnel, and the conduct of any personnel investigations as required.
- b) Formulate and manage the budget for the Police Department
- c) Direct field operations, criminal investigations, and traffic regulations.
- d) Assess, develop and implement the Police Department's policies and programs.
- e) Assist in the emergency preparedness activities of the CITY.
- f) Monitor the quality of services to the public.
- g) Represent the CITY at all intergovernmental and multi-jurisdictional events and meetings to which the CITY is a party.
- h) Undertake other duties as assigned by the City Manager that are consistent with those that might otherwise be assigned to the position of Police chief.

A.2 TIME SERVICES ARE RENDERED.

The term of this Agreement shall be from January 1, 2000 and shall run continuous, providing however, that either party shall have the right to terminate its obligations under this Agreement following a 120-day advance written notice thereof to the other.

A.3 SELECTION OF POLICE CHIEF AND MANNER IN WHICH SERVICES ARE TO BE PERFORMED.

The CITY has the right to select the assigned Sheriff's Office's peace officer who will serve as its Police Chief. While the assigned peace officer shall remain an employee of the COUNTY, the CITY shall have the right to direct and control the manner of the assigned officer's performance of the duties of Police chief.

A.4 PAYMENT FOR SERVICES.

The CITY agrees to pay to the COUNTY a sum equal to the annual salary, plus 5% (including educational incentive) the annual pension benefits, the annual uniform allowance, and the annual health, dental, life insurance and long term disability benefits budgeted by the COUNTY each fiscal year for the position held by the assigned peace officer. At this time, the amount is calculated at \$112,800.00 but is subject to salary and benefit increases which the sworn officer receives. The CITY further agrees that commencing on or about August 1, 2000, it shall remit to the COUNTY during the first week of each month one-twelfth of the calculated annual sum identified above. The remittance shall be in accordance with and invoice to be provided to the CITY AND COUNTY.

GENERAL PROVISIONS

- B.1. The COUNTY shall ensure that the assigned peace officer provided to the CITY possess a valid California Driver's License.
- B.2. The CITY shall be responsible for the actions of the assigned peace officer that the COUNTY provided to fill the CITY's Police Chief position. The CITY agrees to indemnify, defend, and hold the COUNTY harmless from all lawsuits, claims, and other legal actions involving the assigned peace officer which might arise while he/she is acting under the authority of the CITY.
- B.3. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- B.4. Unless otherwise expressly waived in writing by the parties hereto, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Marin, State of California.
- B.5. Notwithstanding any term or condition of the Agreement, the provisions, and related provision, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.
- B.6. Should the assigned peace officer be injured in the course and scope of his employment with the CITY and should such officer apply and be entitled to benefits under Labor Code Section 4850, then CITY shall be responsible for all costs of the aforementioned benefits.