

MARIN WILDFIRE PREVENTION AUTHORITY
BOARD OF DIRECTORS
REGULAR MEETING AGENDA

Thursday, March 19, 2026

3:00 p.m.

Physical Meeting Location	Virtual Meeting Location
Marin Wildfire Prevention Authority 1600 Los Gamos Drive, Suite 335 San Rafael, CA 94903	https://us06web.zoom.us/j/85186257708 Webinar ID: 851 8625 7708 When joining by phone: Press *9 to raise your hand and *6 to mute/unmute yourself

1. CALL TO ORDER:

2. ROLL CALL:

Fairfax	Kentfield	Marinwood	Corte Madera
Novato	Southern Marin	Bolinas	County of Marin
Larkspur	San Rafael	Ross	Inverness
Muir Beach	Stinson Beach	Mill Valley	San Anselmo
Sleepy Hollow			

3. AGENDA ADJUSTMENTS:

4. OPEN TIME FOR PUBLIC EXPRESSION:

*The public is welcome to address the Board of Directors at this time on matters not on the agenda that are within the jurisdiction of the Board. Please be advised that pursuant to the Government Code Section 54954.2, the board is not permitted to discuss or take action on any matter not on the agenda. Comments may be no longer than two minutes and should be respectful to the community. **Please silence your cell phones during the meeting / mute your microphone when not reporting out.***

5. EXECUTIVE OFFICER'S REPORT: Oral Report

Information Only, such as information about Marin/Statewide Wildfire Status Update, Executive and Finance

6. CONSENT CALENDAR:

The opportunity for public comment on consent agenda items will occur prior to the Board's discussion of the consent agenda. The Board may approve the entire consent agenda with one action. In the alternative, items on the consent agenda may be removed by any Board or staff member, for separate discussion and vote.

- a. Minutes of the February 19, 2026 Board of Directors Meeting

Recommendation: Approve, or approve with edits.

6a. MINUTES - February 19, 2026 Board of Directors Meeting for 3-19-26.pdf

- b. Third Amendment to Software as a Service Agreement with Fire Aside

Recommendation: Authorize the Board President to execute the Third Amendment to the Software as a Service Agreement with Fire Aside.

6b. STAFF REPORT - Third SaaS Amendment with Fire Aside for 3-19-26.docx.pdf

6b. ATTACHMENT - Third Amendment to SaaS Agreement with for ZZiB for 3-19-26.pdf

6b. ATTACHMENT - Exhibit A to Third Amendment with Fire Aside for ZZiB for 3-19-26.pdf

6b. ATTACHMENT - Second Amendment to SaaS Agreement with Fire Aside for 3-19-26.pdf

6b. ATTACHMENT - First Amendment to SaaS Agreement with Fire Aside for 3-19-26.pdf

6b. ATTACHMENT - Original SaaS Agreement with Fire Aside 3-19-26.pdf

- c. Agreement with TeamCIVX for Consulting Services Related to Marin Wildfire Tax Renewal Measure

Recommendation: Approve the agreement with TeamCIVX for professional consulting services related to the Marin Wildfire tax renewal measure and authorize the Executive Officer to execute the Agreement.

6c. STAFF REPORT - TeamCIVX agreement for 3-19-26.pdf

6c. ATTACHMENT - TeamCIVX Agreement for 3-19-26.pdf

- d. Marin Wildfire Consumer Price Index (CPI) Tax Rate Adjustment

Recommendation: Approve the annual adjustment to the Marin Wildfire tax levy based on the Consumer Price Index (2.5%).

6d. STAFF REPORT - 26-27 CPI Tax Rate Adjustment for 3-19-26.pdf

6d. RESOLUTION - 26-27 CPI Tax Rate Adjustment for 3-19-26.pdf

- e. Fund Transfer Request - SOM Resident Assistance Program

Recommendation: Approve the transfer of funds from SM-SOM-25-36-C-ER to JPA-MWPA 23-07-C-PE.

6e. STAFF REPORT - Fund Transfer Request from SM-SOM-25-36-C-ER for 3-19-26.pdf

7. ACTION ITEMS:

- a. Strategic Measures for Goal 4: Public Outreach and Education

Recommendation: Approve the strategic measures for Goal 4: Public Outreach and Education.

7a. STAFF REPORT - Goal 4 Strategic Measures Presentation for 3-19-26.pdf

8. STAFF REPORTS:

- a. Finance Report for Marin Wildfire Prevention Authority

Recommendation: Receive and file the finance report.

8a. STAFF REPORT - February 2026 Finance Report for 3-19-26.pdf

- b. Work Plan Implementation Update

Recommendation: Receive an update on the implementation of the FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25 Work Plans.

8b. STAFF REPORT - Work Plan Update for 3-19-26.pdf

9. COMMITTEE REPORTS:

- a. Operations Committee Report

Recommendation: Receive an update from the Operations Committee and provide direction, if any.

- b. Fire Safe Marin Education and Outreach Update

Recommendation: Receive an update on Fire Safe Marin's education and outreach efforts and coordination with Marin Wildfire Prevention Authority programs.

9b. COMMITTEE REPORT - February 2026 Fire Safe Marin Report for 3-19-26.pdf

10. INFORMATION ITEMS:

- a. Zone Zero in a Box Program Presentation

Recommendation: Receive a presentation from Staff regarding the Zone Zero in a Box program.

- b. Minutes of the March 12, 2026 Operations Committee Meeting

- c. Minutes of the March 5, 2026 Executive Committee Meeting

11. BOARD MEMBERS REQUEST REGARDING FUTURE AGENDA ITEMS:

12. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the MWPA at 415-539-MWPA (6972). Notification at least 48 hours prior to the meeting will enable the Agency to make reasonable accommodation to help insure accessibility to this meeting.

Any writings or documents provided to a majority of the Board of Directors regarding any item on this agenda after the distribution of the original packet will be made available for public inspection online at marinwildfire.org and at the following physical location(s):

*Marin Wildfire Prevention Authority
1600 Los Gatos Drive, Suite 335,
San Rafael, CA 94903*

*Private Residence
2251 NW Brickyard Street,
Bend, OR*

Notice is hereby given that the Board of Directors may discuss and/or take action on any or all of the items listed on this agenda. If any of these matters above are challenged in Court, you may be limited to raising only those issues you or someone else raised at any public hearing described on this agenda, or in written correspondence delivered at, or prior to, this Board meeting. Judicial review of an

administrative decision of the Board of Directors must be filed with the Court not later than the 90th day following the date of the Board meeting decision (Code of Civil Procedure Section 1094.6)

I certify that this agenda was posted on the Public Notice Bulletin on Monday, March 16, 2026 at 3:00 PM.

A handwritten signature in black ink, appearing to read 'Mark Brown', is positioned above a horizontal line.

Mark Brown, Executive Officer



**THE MARIN WILDFIRE PREVENTION AUTHORITY
BOARD OF DIRECTORS MEETING
February 19, 2026
MINUTES**

1. Call to Order – The meeting was called to order by Board President Cathryn Hilliard.

2. Roll Call

Directors – In Attendance: Steven Burke (Mill Valley – Alternate), Rachel Kertz (San Rafael), Catherine Wey (Larkspur), Dennis Rodoni (County of Marin), Bill Shea (Marinwood CSD), Bruce Goines (Novato Fire District), Tom Finn (Sleepy Hollow Fire District), Cathryn Hilliard (Southern Marin Fire District), Mark White (Stinson Beach Fire District), Fred Cassisa (Corte Madera – Alternate), Barbara Coler (Fairfax), Julie McMillan (Ross)

Directors – Absent: Claire Molesworth (Bollinas Fire District), Kathryn Donohue (Inverness PUD), Barry Evergettis (Kentfield Fire District), Christine Murray (Muir Beach CSD), Yoav Schlesinger (San Anselmo)

Staff in Attendance: Executive Officer Mark Brown, Planning and Program Manager Anne Crealock, Legal Counsel Emily Longfellow, Jean Bonander, Consultant, Management Analyst Martina Ilusorio

A quorum was present.

3. Agenda Adjustments

There were no adjustments.

4. Open Time for Public Expression

President Hilliard opened the meeting to public comments. Seeing none, she closed the meeting to public comments.

5. Executive Officer's Report

Executive Officer Mark Brown asked the Board to observe a moment of silence in recognition of those affected by the recent disaster in the Lake Tahoe region.

Executive Officer Brown then provided updates on several MWPA initiatives. He reported on a collaboration with Mercury Insurance intended to help homeowners transition from the California FAIR Plan to private insurance after completing wildfire mitigation improvements. One home in Inverness has successfully transitioned to Mercury Insurance coverage through this effort.

Executive Officer Brown also noted the release of the MWPA Annual Report and highlighted positive feedback received regarding the accessibility of the MWPA website.

Executive Officer Brown further announced that the Marin Wildfire Prevention Authority has been selected to receive a Wildfire Mitigation Award, to be presented at the International Association of Fire Chiefs Wildland Urban Interface Conference in Reno.

Board members expressed appreciation for staff and congratulated the organization on the recognition.

President Hilliard opened the meeting to public comments. Seeing none, she closed the meeting to public comments.

6. Consent Calendar

- a. Minutes of the December 18, 2025 Board of Directors Meeting
- b. Fiscal Year 2024/2025 Annual Report
- c. Wildfire Mitigation & Education through a Fire Mitigation Ranger Program
- d. Request for Qualifications (RFQ) for Zone Zero in a Box Home Hardening Services

Director Coler requested that Item 6c be removed from the Consent Calendar for discussion and asked staff for additional information regarding the ranger program, including the number of rangers involved and how the program aligns with Marin Wildfire program goals.

Staff provided additional clarification regarding the Ranger program cost share methodology and the relationship between Measure C funding and local agency contributions. The ranger program supports wildfire mitigation activities, including ignition prevention and public safety coordination.

Board members discussed the reporting of local and Measure C funds and requested that cost shares and funding sources be included in future work plans.

President Hilliard opened the meeting to public comments. Seeing none, she closed the meeting to public comments.

Motion: Coler, to approve the Consent Calendar as submitted.

Second: White

Action: Motion passed. Passed 12/0/0/5.

AYES: 12 **Burke, Kertz, Wey, Rodoni, Shea, Goines, Finn, Hilliard, White, Cassisa, Coler, McMillan**

NOES: 0

ABSENT: 5 **Molesworth, Donohue, Evergettis, Murray, Schlesinger**

ABSTAIN: 0

7. Staff Reports

a. December Finance Report for the Marin Wildfire Prevention Authority

Executive Officer Brown informed the Board that the December finance report was not available for presentation and indicated the report would be presented at a future meeting once the updated financial information was available.

b. Work Plan Implementation Update

Planning and Program Manager Anne Crealock provided an update on implementation of the FY 2025–2026 Work Plan. The update included information on community outreach activities, field visits to project sites, vegetation management planning and implementation, GIS and data tracking improvements, and progress on the Community Wildfire Protection Plan update.

President Hilliard opened the meeting to public comments. Seeing none, she closed the meeting to public comments

8. Committee Reports

a. Operations Committee

Anne Crealock provided the Operations Committee report. She reviewed the updated strategic guidance considered by the committee and reported that the house-out approach remains the framework for MWPA's work. She summarized the current guidance areas, including home hardening and defensible space, shaded fuel breaks, prescribed fire, evacuation planning, insurance, and public education. She noted that the committee removed one outdated item and added ignition reduction as a new strategic guidance item at the recommendation of Chief Roman.

President Hilliard opened the meeting to public comments. Seeing none, she closed the meeting to public comments.

b. Fire Safe Marin – Education and Outreach

Bill Tyler presented the Fire Safe Marin Education and Outreach report and clarified that the item reflected the January report, not February. He highlighted recent newsletter content

related to insurance and Zone Zero regulations, completion of a renter's guide in English and Spanish, and development of new 90-second reduced-the-risk videos intended to support residents reviewing their assessment reports. He noted that Spanish versions of the videos were being developed and that the videos were also being used as part of contractor training efforts.

Board members discussed possible evacuation-focused short videos, wider promotion of the new video resources, resident use of wildfire risk reports, and how Zone Zero in a Box information is being communicated through member agencies.

President Hilliard opened the meeting to public comments. Seeing none, she closed the meeting to public comments.

9. Information Items

- a. FY24/25 Chipper Days Annual Report

This item was presented as a standalone information item. Director Kertz indicated she would follow up later in the interest of time.

- b. Minutes of the February 12, 2026 Operations Committee Meeting
- c. Minutes of the February 5, 2026 Executive Committee Meeting

10. Board Members Request Regarding Future Agenda Items

There were no requests for future agenda items.

11. Action Items

- a. Marin Wildfire Board of Directors Strategic Planning Session

Prior to the Strategic Planning Session, the Board took a brief recess.

Following the recess, President Hilliard introduced the strategic planning discussion and distributed materials summarizing MWPA accomplishments and completed projects. President Hilliard opened the session by reflecting on MWPA accomplishments to date, including organizational development, environmental review streamlining, public education, grants, evacuation efforts, GIS tools, and other program successes.

Board members then introduced themselves and shared reflections on their service, reasons for participating on the Board, and views on MWPA accomplishments, priorities, and future direction.

Jean Bonander facilitated the strategic planning discussion. At the outset of the session, public comment was invited. Larry Minikes provided public comment expressing appreciation for the work being done and support for prescribed fire and long-term forest management.

Jean Bonander then provided background on the strategic planning effort and Executive

Officer Brown presented an overview of the MWPA budget structure, including parcel tax revenue generation, budget centers, zone allocations, administrative budget limits, and JPA-wide project funding. Board members discussed the complexity of the budget structure, environmental compliance funding, and how JPA-wide projects support both large and small member agencies.

Because of time constraints, Board members discussed next steps for continuing the strategic planning process. Board members expressed support for scheduling a separate strategic planning session, potentially on a Saturday, and discussed the value of submitting written responses to strategic planning questions in advance so that feedback could be synthesized ahead of the next meeting. Jean Bonander stated that follow-up questions and materials would be distributed and that staff would work on scheduling a future session.

At the conclusion of the discussion, public comment was invited again. Seeing no additional public comments, the item was closed.

12. Adjournment

The meeting was adjourned.

Respectfully submitted,

Martina Ilusorio
Management Analyst

STAFF REPORT

FOR THE MEETING OF MARCH 19, 2026

To: Marin Wildfire Prevention Authority Board of Directors

From: Mark Brown, Executive Officer

Subject: Third Amendment to Software as a Service Agreement with Fire Aside

RECOMMENDATION:

Authorize the Board President to execute the attached Third Amendment to the Software as a Service (SaaS) agreement with Fire Aside (Attachment 1).

BACKGROUND:

On July 15, 2021, the Board approved a SaaS Agreement (Attachment 2) with Fire Aside for development and ongoing maintenance of Defensible Space Inspection and Evaluation (DSI) software platform used by Marin Wildfire Prevention Authority for defensible space inspections and reporting.

On September 16, 2021, the Board approved the First Amendment of the SaaS Agreement allowing integration of the DSI platform with Marin Wildfire's developing defensible space and home hardening grant programs.

On September 21, 2023, the Board approved the Second Amendment to the SaaS Agreement to incorporate Fire Aside's Resident Portal Grant Platform, replacing the Momentive grant platform and improving MWPA's data collection and resident access capabilities.

On June 26, 2024, the Board approved the acceptance of a Marin Communities Foundation (MCF) grant to support the development and implementation of the Zone Zero in a Box (ZZiB) program. This program expands Marin Wildfire's wildfire risk report platform by providing residents with additional resources and tools to implement home hardening and defensible space measures.

The proposed Third Amendment incorporates the attached Statement of Work with Fire Aside to support development of additional platform capabilities needed to implement the Zone Zero in a box program.

ANALYSIS

Staff recommends authorizing the Board President to execute the attached Third

Amendment to the SaaS Agreement with Fire Aside.

The amendment incorporates a Statement of Work that expands the Fire Aside platform to support development of the Zone Zero in a Box program. The upgrades will extend the existing wildfire risk reporting platform to provide residents with additional tools and resources that help identify, prioritize, and implement wildfire risk reduction measures.

These enhancements will improve the functionality of Marin Wildfire's risk reporting system and support implementation of the Zone Zero in a Box program funded through the Marin Communities Foundation grant.

FISCAL IMPACT:

The Statement of Work provides for software development services in the amount of \$65,000. These costs are fully funded through a Marin Communities Foundation Grant awarded to support development of the Zone Zero in a Box Program and will have no impact to Marin Wildfire's Fiscal Year 2025/2026 budget.

Additional subscription costs associated with continued use of the new platform features may be evaluated in future fiscal years.

ENVIRONMENTAL IMPACT:

A Software as a Service Agreement is not a "project" under the California Environmental Quality Act because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

Respectfully submitted,

Mark Brown
Executive Officer

Attachment 1 – Third Amendment to the Software as a Service Agreement with Fire Aside

Attachment 2 – Exhibit A to the Third Amendment (Statement of Work)

Attachment 3 – Second Amendment to the Software as a Service Agreement with Fire Aside

Attachment 4 – First Amendment to the Software as a Service Agreement with Fire Aside

Attachment 5 – Original Software as a Service Agreement (2021)

**THIRD AMENDMENT TO
FIRE ASIDE SAAS SOFTWARE AGREEMENT**

This Third Amendment to the July 15, 2021, Fire Aside Software-as-a-Service (“SaaS”) Software Agreement (“Agreement”) between the MARIN WILDFIRE PREVENTION AUTHORITY (hereinafter “Customer”), and FIRE ASIDE (hereinafter “Supplier”) is made and entered into this 19th day of March, 2026.

WHEREAS, on July 15, 2021, Customer’s Board of Directors (“Board”) approved the Agreement with Supplier for development and ongoing maintenance of Defensible Space Inspection and Evaluation Software (DSI); and

WHEREAS, on September 16, 2021, Customer’s Board approved the first amendment to the SaaS Agreement allowing integration of the DSI platform to Marin Wildfire’s developing grant platform; and

WHEREAS, on September 24, 2023, Customer’s Board approved a second amendment to the SaaS Agreement; and

WHEREAS, Marin Wildfire received grants from the Marin Community Foundation for the Zone Zero in a Box program (“Program”), including funds for the development and upgrades to the software platform required to meet the needs of the Program; and

NOW, THEREFORE, the Parties agree to amend the Agreement to include the Statement of Work, which is attached as Exhibit A and incorporated herein by reference.

All other terms and conditions of the Agreement, as amended by the first and second amendments, remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

Marin Wildfire Prevention Authority

Fire Aside

Cathryn Hilliard, Board President

Jason Brooks, CEO

Exhibit A
(Statement of Work)



Statement of Work

MWPA Zone 0 in a Box (ZZiB) Pilot, Phase 1

This STATEMENT OF WORK ("Agreement") is being entered into as of _____ ("Effective Date") by and between Fire Aside, Inc. ("Fire Aside" or "FA"), a Delaware corporation with a principal place of business at 790 Sir Francis Drake Blvd, suite 100, San Anselmo, CA 94960.

AND

Marin Wildfire Prevention Authority, a Joint Powers Authority (JPA), with its principal place of business at 1600 Los Gatos Dr., Suite 345, San Rafael, CA 94903 (hereinafter referred to as "MWPA"), together the "Parties".

WHEREAS, Client wishes to extend capabilities in association with the Fire Aside proprietary software platform, hereinafter referred to as the "Project";

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Consultant and Client agree as follows:

1. Background:

Fire Aside, Inc. ("Fire Aside") is a SOC2 Type 2 certified SaaS company specializing in wildfire risk mitigation and community engagement software. Fire Aside's proprietary platform serves as the technology backbone for defensible space management programs, property inspection workflows, and resident engagement initiatives for fire agencies and wildfire prevention organizations throughout the western United States.

Marin Wildfire Prevention Authority ("MWPA") is a Joint Powers of Authority (JPA) dedicated to reducing wildfire risk throughout Marin County through community-based prevention programs, education, and mitigation initiatives.

MWPA and Fire Aside have developed Zone Zero in a Box ("ZZiB"), an emerging community program designed to help Marin County residents identify, prioritize, and implement Zone Zero mitigation measures on their properties. Through ZZiB, residents will be able to clearly identify their mitigation priority lists, find references to contractors and DIY resources, and access pathways to reduce both individual property risk and community-wide wildfire exposure. MWPA intends to initially focus on the Community Adaptation Program component of ZZiB, which will provide a pathway for neighborhoods to accomplish mitigation work collectively at discounted rates and, where funding is available, offer direct assistance to qualifying residents. Learnings from the Community Adaptation Program will inform the



subsequent and iterative launch of the ZZiB offerings for individuals.

To support the ZZiB initiative, MWPA has engaged Fire Aside to extend and customize Fire Aside's proprietary platform to deliver a portion of the technology capabilities, workflows, and resident-facing tools necessary to operationalize the program. Fire Aside will configure its platform to support MWPA's specific program requirements while maintaining efficiency, usability, and scalability for residents navigating ZZiB resources and processes. These extensions and enhancements will also be completed in concert with the creation of content and resources delivered by Fire Safe Marin under a separate agreement and scope.

All deliverables, enhancements, configurations, and customizations developed under this Statement of Work will be incorporated into Fire Aside's proprietary platform and will remain the exclusive intellectual property of Fire Aside. MWPA's access to and use of the platform functionality delivered under this SOW is limited to the term of this agreement. Any licensing, access, or usage rights beyond the term of this agreement remain undetermined and would require a separate written agreement between the parties.

2. Scope:

Build Phase Overview

Under this Statement of Work, Fire Aside will extend its proprietary platform to deliver a portion of the Zone Zero in a Box ("ZZiB") Resident Toolbox, which serves as a key digital gateway for Marin County residents to access wildfire mitigation resources, prioritize remediation actions, and connect with contractors and educational materials.

Fire Aside's existing Defensible Space Report ("DSR") digital experience shall be extended to provide personalized and contextual integrations with the Toolbox. In aggregate, the Toolbox includes a number of resources, including information available from IBHS and United Policy Holders and materials created, maintained and hosted by Fire Safe Marin (FSM). Marin Wildfire Prevention Authority (MWPA) contracts with FSM to provide public education and outreach for MWPA. Integration or inclusion of these resources in the DSR will provide residents with personalized, actionable guidance based on their property-specific risk assessments. Within the DSR experience, Fire Aside will develop platform functionality to enable residents to view their mitigation priorities, access relevant checklists and standards, which may include frameworks established by IBHS and/or Public Resource Code section 4291.

The functionality detailed in this Agreement will be delivered iteratively throughout the Term and organized around the milestones identified below.



Requirements (v1.0):

Requirement
Enable residents to see the IBHS Wildfire Prepared Home™ checklist: Basic & Plus levels so they can compare it with their home. ○ Link to https://wildfireprepared.org/wildfire-prepared-home-overview/ ○ Part of MWPA's Tool #1: Resilience Checklist
Educate residents about how Being Safer from Wildfires can help with their insurance. ○ Link to https://www.insurance.ca.gov/01-consumers/200-wrr/Safer-from-Wildfires.cfm ○ Part of MWPA's Tool #1: Resilience Checklist
Residents can compare and contrast the IBHS Wildfire Prepared Home & Being Safer from Wildfire checklists ○ Link to https://uphelp.org/wp-content/uploads/2024/06/Madronus-Chart.png ○ Part of MWPA's Tool #1: Resilience Checklist
Residents can access California Fire Safe Council's Vendor List to find help with addressing their action items ○ Link to https://cafiresafecouncil.org/2025-fire-safe-vendor-list/ ○ Part of MWPA's Tool #2: Contractor Lists ○ Once Fire Safe Marin's new "educated & tested" contractor list is available later in 2026, this requirement would be deleted and replaced with requirement #6 listed below.
When it's available later in 2026, direct interested residents to the new Fire Safe Marin contractor list made up of those who have completed Fire Safe Marin's Home Hardening classes plus those who've completed the MWPA/UCCE/ANR landscaper class. ○ As of February 9, 2026, the URL is not available yet. The date is TBD. ○ Closest available currently on Fire Safe Marin is https://firesafemarin.org/resources/ ○ Part of MWPA's Tool #2: Contractor Lists



○ Include MWPA-approved statement re: MWPA is not endorsing any contractors and residents hire the contractors at their own risk.
Encourage residents to get several bids and to check for a current contractor's license. ○ Link to Fire Safe Marin's web page that includes guidance on selecting a contractor - https://firesafemarin.org/resources/ ○ Part of MWPA's Tool #2: Contractor Lists
Residents may utilize the Marin Builders RFP tool to get help with seeking contractor bids. ○ Link to https://marinbuilders.com/request-for-proposal/ ○ NOTE: Fire Aside will be introducing a sharing feature to allow residents to send items from their report to contractors. Timing is tentatively scheduled for May 2026. ○ Part of MWPA's Tool #3: Resident can submit bids directly to contractors
Residents can select parts of their resident report to send to contractors. ○ Examples: home hardening details, defensible space improvements, with or without photos, entire report. ○ Part of MWPA's Tool #3: Resident can submit bids directly to contractors
Residents can access DIY help from The United Policyholders Wildfire Risk Reduction and Asset Protection ("WRAP") Resource Center ○ Link to https://uphelp.org/preparedness/wrap-resource-center/ ○ Part of MWPA's Tool #4: Additional Resources
○ Residents can access grants & insurance help from The United Policyholders Wildfire Risk Reduction and Asset Protection ("WRAP") Resource Center a. Link to https://uphelp.org/preparedness/wrap-resource-center/wrap-marin-county/#mitigation b. Part of MWPA's Tool #4: Additional Resources
Provide DIY Videos & Content to residents from Fire Safe Marin and United Policyholders Wildfire Risk Reduction and Asset Protection ("WRAP") ○ Link to https://firesafemarin.org/harden-your-home/ ○ Link to https://firesafemarin.org/create-a-fire-smart-yard/ ○ Link to https://firesafemarin.org/resources/ ○ Link to https://uphelp.org/preparedness/wrap-resource-center/



○ Part of MWPA’s Tool #4: Additional Resources
Residents can learn about Fire Safe Marin's “Wildfire Insurance” insurance tips and which to include as part of their wildfire preparedness plan. ○ Link to https://firesafemarin.org/prepare-yourself/wildfire-insurance/ ○ Part of MWPA’s Tool #4: Additional Resources
Residents can learn about United Policyholders Insurance Discounts and Non-Renewal information in Section 3 of the resource center ○ Link to - https://uphelp.org/preparedness/wrap-resource-center/ ○ Part of MWPA’s Tool #4: Additional Resources

Fire Aside has noted additional Future and Parked features in Exhibit A

3. Term:

This Statement of Work shall commence in February 2026 and continue through July 2027 (the "Term").

The parties have established the following milestone targets to guide project planning and coordination:

- A. Agreement to SOW terms – by mid-February 2026
- B. Fire Aside technical team reviews requirements v1.0 (the 13 listed above) and requests clarification as needed – by end of February 2026
- C. MWPA and Fire Aside technical team sign off on final requirements – throughout March 2026
- D. Fire Aside development and testing – throughout April 2026
- E. Soft launch in English available (MWPA team able to use and test requirements in the field) – by end of April 2026
- F. Hard launch in English available (ready for full use by MWPA with key issues from soft launch addressed) – by end of May 2026
- G. Spanish version ready - Summer 2026

These milestone targets represent our shared planning objectives and may be adjusted collaboratively as the project progresses to account for dependencies, resource availability, client input timing, or other factors affecting the project timeline.



4. Cost:

In consideration of Services to be furnished, MWPA will pay, to Fire Aside the amount of \$65,000 (“Fees”) plus approved and actual expenses (“Expenses”). In no event shall the amount paid to Fire Aside exceed the Fees stated in this paragraph plus actual and approved Expenses incurred and approved during the Project. Fire Aside will invoice MWPA according to the schedule below.

Date	Description	Amount	Term
April 30, 2026	Initiation of feature set 1, soft launch	\$65,000	Net 30

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MWPA

Fire Aside, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit A

Future Potential and Parked Feature Requirements

Future potential features, which may be included or delivered later but are not required, and are out of scope for Phase 1 include:

Requirement
Residents can see their action required items prioritized by greatest risk reduction. (Part of MWPA's Tool #1: Resilience Checklist)
Residents can see a ballpark cost estimate for action required items. (Part of MWPA's Tool #1: Resilience Checklist)
Residents can select specific contractors out of an approved contractor list for sharing report items. Example: Resident checks the box next to 3 contractor names on list and all 3 get the bid info at once. (Part of MWPA's Tool #3: Resident can submit bids directly to contractors)

Parked features on the product backlog that will be reviewed based on actual usage insights from Phase 1 and are out of scope for Phase 1 implementation include:

Requirement
Residents can see local agencies' required/recommended HH/DS items. i.e., checklists. ● Moved to Park per MWPA's request ● Part of MWPA's Tool #1: Resilience Checklist
Include a link to the Mercury Insurance check list (and/or other insurance lists) once available. ● Fire Aside recommendation: This would be better handled by Fire Safe Marin versus MWPA given the policy questions and risks it raises for a public agency like MWPA. ● Part of MWPA's Tool #1: Resilience Checklist
Residents can choose to see their Home Hardening and Defensible Space action items in ascending order of cost.



- Fire Aside recommendation: Think about this as complexity vs. cost. The (false) assumption is that the decision order for people is strictly dollars. Cost matters but some things can be lower cost and require a permit... which means complexity. Complexity can also vary by degree. Volume of recorded vegetation may not be a good indicator of work required (aka complexity) to remove it. Nor, replacing 1 vent versus 20. Given so many variables here, this one should be parked. The ability to cluster things based on easy / medium / hard is much easier than trying to stack rank 1,2,3, etc.
- Part of MWPA's Tool #1: Resilience Checklist

Community feature enabling neighbors to come together on a community/neighborhood project.

- Resident groups learn how to work with suppliers and/or contractors to get discounts and supportive material with neighborhood wide projects.
- Resident groups get support from Marin Wildfire (or other agency/fire safe council)
- This is something Fire Aside would need to define more at a later stage.
- Part of MWPA's Tool #3: Resident can submit bids directly to contractors

Full service Zone Zero in a Box individual program

- To be defined at a later stage and based on resident behavior learnings from the Community Adaptation Program.

**FIRST AMENDMENT TO
FIRE ASIDE SAAS SOFTWARE AGREEMENT**

This Second Amendment to the July 15, 2021, Fire Aside Software-as-a-Service (SaaS) Software Agreement (“Agreement”) between the MARIN WILDFIRE PREVENTION AUTHORITY (hereinafter “Customer”), and FIRE ASIDE (hereinafter “Supplier”) is made and entered into this 31st day of August 2023.

WHEREAS, on July 15, 2021, Customer’s Board of Directors (“Board”) approved the Agreement with Supplier for development and ongoing maintenance of Defensible Space Inspection and Evaluation Software (DSI); and

WHEREAS, among the Core and Local projects approved by the Board, were several Defensible Space and Home Hardening community grant programs; and

WHEREAS, Customer desires to expand the grant programs into the DSI to facilitate property owner’s or resident’s access to the community grant programs, thereby promoting defensible space and home hardening work; and

WHEREAS, Supplier can provide the desired service in a timely manner; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

Sections 1.3 and 1.4 of the Agreement are amended to state:

1.3 “SaaS Service” means Internet access to Supplier’s Defensible Space Inspection and Evaluation software as provided in Exhibit A, as amended and incorporated herein by reference.

1.4 “Services” means the SaaS Service and any Setup Services described in Exhibit A, as amended.

Exhibit A to the Agreement is amended as provided in the attached Exhibit A, which is incorporated herein by reference.

All other terms and conditions of the Agreement remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

----Signatures on following page----

MWPA

JULIE MCMILLAN, Board President

FIRE ASIDE

A handwritten signature in black ink, reading "J Brooks", positioned above a horizontal line.

JASON BROOKS, CEO

EXHIBIT A

(Amended by Second Amendment to FIRE ASIDE SaaS Agreement)

DESCRIPTION OF SERVICES

The Defensible Space Inspection and Evaluation Software (DSI) provides agencies with a robust and comprehensive suite of tools consisting of three primary modules. Each module has been built for a specific stakeholder in the evaluation value chain. Providing recipients (property owners) context and resources, this platform is designed to increase the efficiency of inspection teams, provide actionable insights for agency leadership, and increase resident compliance with both legal requirements and site-specific recommendations. In addition, the system provides data for external reporting agencies such as Cal Fire.

MODULE 1 / Program Management

The administrative component of the DSI package provides the agency leaders and managers with capabilities centered on managing users, reviewing discoveries on a micro and macro basis, and overall inspection performance. A program manager can add inspectors, change credentials and assign inspectors to teams. Program management will include different user roles such as Admin (ability to see all activity across the jurisdiction) and Zone (ability to review activity in a specific zone). Reporting provides insights into performance such as inspections completed, discoveries found, etc.

MODULE 2 / Field Inspector

The field component of the DSI platform is an iPad-based interface for inspectors to access information about parcels within the designated and licensed region as well as conduct property inspections. The inspection process is built around the actual process in the field which allows for quick buttons for the most common items as well as a way to add on to existing discoveries if found on another side of the house. The inspector can quickly identify what has been found, approximate where it was found on a map, take pictures (optional) and input notes (optional).

MODULE 3 / Resident Portal

This module provides a digital experience where residents can interact with their defensible space report. The benefits of the digital delivery model include an ability to identify for residents where the issue(s) were found both by pinpointing on their property but also including pictures from the inspector. On-going tracking and usage will enable refinements to the resident experience with a focus on increasing resolution of issues by the resident. Perhaps most important, the resident portal creates a task list that residents can use to learn more about and resolve discoveries made during the inspection.

Included Services

The following details the services provided by Fire Aside DSI for each module.

Setup Services

- Configuration and review of Inspection Types and related content for residents.
- Enabling Parcel data including risk rating & defensible space zones.
- Training for admin and field users.
- Install or update information for the specific fire agency (logo, evacuation information, etc.)

Resident Portal

- Secure automatic and randomized assignment of a unique access code to each inspection upon completion.
- Simple access remediation

- Securely hosted web service
- Behavior tracking and reporting on usage (time on site, pages visited, unique vs. repeat, etc.)
- Personalized report assembly unique to each parcel and inspection that includes:
 - Information about the overall risk for the parcel & structures,
 - Identifies where on the parcel any issues were found,
 - Includes categorization of the issues by violation, non-violation defensible space, and home hardening,
 - Provides clear requirements for homeowners related to violations
 - Resources from approved 3rd parties on how to resolve issues
 - Additional wildfire resources such as emergency contact, evacuation zone, local fire department resources, link to emergency.marincounty.org etc.
- Integrate with 3rd party data services to gather information on the parcel such as average slope, aspect, and flame modeling.
- Integrate or calculate a hazard score that weights inputs from parcel location & topography, defensible space status, and home hardening.
- Interactive checklist for residents to indicate when an item has been resolved.
- Integrate with MWPA chipper program to present the upcoming date(s) for that parcel.
- Branding capabilities to prominently represent both the MWPA and the participating fire departments
- Optional download of the report and checklist in PDF format.
- Optional ability to request a paper copy of the report via US Mail for residents without internet access.
- Initial version to support English only.

Field Inspector

- Individual authenticated login
- Access to mapping of available areas
- Local storage (on iPad) of parcel images of potential inspection sites
- Logging of location with time stamps to help future optimization of inspections
- iPad based interface with offline (no cell service) storage capabilities and sync over WIFI or return to coverage.
- Inspection workflow to include.
 - Integrated parcel information
 - Resident name & email (for report access)
 - Multi-level menu for type, sub-type, specific (i.e. Live Vegetation > Tree > Conifer)
 - Ability to indicate where on the parcel the discovery was
 - Ability to indicate what zone the discovery was found (Zone 0, 1, 2, 3-access)
 - Ability to take optional pictures of the discovery
 - Ability to input optional notes about the discovery
- Ability to record resolution of previous discoveries while inspector is on site or during a return visit
- Review of all discoveries on a parcel in a list format.
- Automatic and randomized assignment of a unique access code to each inspection upon completion.

Program Admin

- Web based interface
- Secure individual login & authentication
- Field Inspector User Management
 - Create and Manage field inspectors
- Resident Support
 - Ability to review resident reports to answer questions or review discoveries
 - Ability to view resident access codes
 - Ability to print resident reports

- Reporting
 - Inspection performance
 - Resident engagement
 - Defensible Space insights
 - Additional data analytics as defined

Integrations

- Integration to CalFIRE to meet or exceed their reporting requirements.
 - Data on violations found
 - Data on inspections completed
 - Export of activity data to meet input fields for management such as Emergency Reporting
 - Data on type of inspection (first, second, etc)
 - Counts set to reset based on CalFIRE season end of 12/31

Service Commitment:

Fire Aside will use commercially reasonable efforts to make the Included Services available.

The services will rely on high-availability infrastructure providers such as Amazon Web Services (AWS) and uptime will follow the AWS service levels of “Monthly Uptime percentage of at least 99.99%”. Fire Aside does not guarantee availability of additional external dependencies such as cellular connectivity for field updates.

Compensation:

2021 Season Pricing:

Initial Design & Concepting work: **\$20,000**

Coverage for all inspections in Central Marin (Fairfax, San Anselmo, Kentfield, Sleepy Hollow, Larkspur, Corte Madera) and Marin County Fire Responsibly Areas fixed fee of **\$190,000**.

Expansion to cover additional zones (San Rafael, Novato, or Southern Marin) are optional for a fixed fee of \$10,000 per zone.

Payment Schedule

Pricing for 2021:

Design & Concept	\$20,000	Upon Signing Agreement
Field release: inspector app	\$50,000	Upon Signing Agreement
Inspector App: use by inspectors	\$50,000	August 30, 2021
Resident & Admin portal releases and use	\$50,000	August 30, 2021
End of season	\$40,000	October 31, 2021 or upon end of inspection season whichever comes first.
Optional Additional Zones	\$10,000-\$30,000	Based on use by San Rafael, Novato and/or Southern Marin

Standard On-going Pricing

Effective as of January 1, 2022

DSI pricing is based on an annual contract that resets on 12/31/21 and is charged in a fill-a-tier model based on the number of residential parcels in an inspection area. This includes storage of information on each parcel and supporting unlimited access by residents and fire agencies to their inspection reports.

Annual Charge Per Residential Parcel for DSI Services in the MWPA Jurisdiction:

1	10,000	\$25,000 minimum fee, includes 10,000 parcels
10,001	25,000	\$2.25 per parcel
25,001	100,000	\$1.90 per parcel
100,001		\$1.50 per parcel

In consideration for Customer being the first user of the SaaS Service, input into the design and product development, and serving as a reference customer, Supplier agrees to offer a discount of ten percent (10%) to Customer. The discount is triggered upon Supplier's contracting with any other customers for the SaaS Service and would apply for the life of this agreement. Further Supplier will provide Most Favored Pricing to Customer should Supplier provide more favorable pricing terms to other customers in the future.

Fire Aside will enable the defensible space and home hardening grants module for Customer enabling Customer's users to manage their financial assistance programs for residents ("Grants") in their jurisdiction. The Grants module includes the following services:

Program Management

- Support for either a pre-approval or standard submission program model.
- Ability to create and manage Grant Programs with different attributes including:
 - Geographic inclusion/exclusion based on Customer uploaded map files
 - Funds management including maximum budget, maximum awards
 - Application controls including ability to limit number of applicants by parcel and/or applicant
 - Ability to select which defensible space and/or home hardening attributes must be present in order to qualify.
 - Management of access & functional needs including ability to require for application, prioritize based on needs, collect for demographic purposes, or disable collection entirely.
- Application workflow tools including:
 - Status management
 - Review queue with ability to assign out applications to specific reviewer(s)
 - Ability to update or progress on behalf of an applicant
 - Full activity logging for audit trails
 - Permission based roles including optional dedicated roles for Reviews and Funding
- Suspicious submission detection and alerts
- Reporting & Insights including
 - Budget tracking and forecasting
 - Funds utilization, items used
 - Geographic insights such as heat maps on fund allocations and issue(s) resolved
- Customizable communications with email templates configured by the Client.
- Integrated resolution ensures discovery items are tracked as resolved by grant for program attribution.

- Fully accessible and integrated into to the Fire Aside DSI platform

Applicant

- Integrated notifications when a resident may qualify for a grant on the specific discoveries on their property.
- Application process as part of their defensible space portal (report)
- Guided navigation on the necessary steps to submit an application and visible progress through each step.
- Applicant information collected including any access and functional needs (if enabled) and mailing address.
- Selection of item(s) which are resolved or will be resolved by grant to request funding (or pre-approval).
- Inclusion of the requested amount for each item as well as total funds spent regardless of grant request.
- Upload tools for requested files including photos, agreement forms, proof of payment, etc.

Compensation

Customer will pay Fire Aside \$14,000.00 per annum for usage of the Grants module.

**FIRST AMENDMENT TO
FIRE ASIDE SAAS SOFTWARE AGREEMENT**

This First Amendment to the July 15, 2021, Fire Aside Software-as-a-Service (SaaS) Software Agreement (“Agreement”) between the MARIN WILDFIRE PREVENTION AUTHORITY (hereinafter “Customer”), and FIRE ASIDE (hereinafter “Supplier”) is made and entered into this 7th day of September 2021.

WHEREAS, on July 15, 2021, Customer’s Board of Directors (“Board”) approved the Agreement with Supplier for development and ongoing maintenance of Defensible Space Inspection and Evaluation Software (DSI); and

WHEREAS, among the Core and Local projects approved by the Board, were several Defensible Space and Home Hardening community grant programs; and

WHEREAS, Customer desires to incorporate the grant programs into the DSI to facilitate property owner’s or resident’s access to the community grant programs, thereby promoting defensible space and home hardening work; and

WHEREAS, Supplier can provide the desired service in a timely manner; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

Sections 1.3 and 1.4 of the Agreement are amended to state:

1.3 “SaaS Service” means Internet access to Supplier’s Defensible Space Inspection and Evaluation software as provided in Exhibit A, as amended and incorporated herein by reference.

1.4 “Services” means the SaaS Service and any Setup Services described in Exhibit A, as amended.

Exhibit A to the Agreement is amended as provided in the attached Exhibit A, which is incorporated herein by reference.

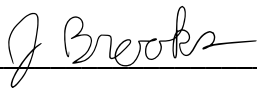
All other terms and conditions of the Agreement remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

MWPA

FIRE ASIDE

BRUCE GOINES, Board President



JASON BROOKS, President

EXHIBIT A

(Amended by First Amendment to FIRE ASIDE SaaS Agreement)

DESCRIPTION OF SERVICES

The Defensible Space Inspection and Evaluation Software (DSI) provides agencies with a robust and comprehensive suite of tools consisting of three primary modules. Each module has been built for a specific stakeholder in the evaluation value chain. Providing recipients (property owners) context and resources, this platform is designed to increase the efficiency of inspection teams, provide actionable insights for agency leadership, and increase resident compliance with both legal requirements and site-specific recommendations. In addition, the system provides data for external reporting agencies such as Cal Fire.

MODULE 1 / Program Management

The administrative component of the DSI package provides the agency leaders and managers with capabilities centered on managing users, reviewing discoveries on a micro and macro basis, and overall inspection performance. A program manager can add inspectors, change credentials and assign inspectors to teams. Program management will include different user roles such as Admin (ability to see all activity across the jurisdiction) and Zone (ability to review activity in a specific zone). Reporting provides insights into performance such as inspections completed, discoveries found, etc.

MODULE 2 / Field Inspector

The field component of the DSI platform is an iPad-based interface for inspectors to access information about parcels within the designated and licensed region as well as conduct property inspections. The inspection process is built around the actual process in the field which allows for quick buttons for the most common items as well as a way to add on to existing discoveries if found on another side of the house. The inspector can quickly identify what has been found, approximate where it was found on a map, take pictures (optional) and input notes (optional).

MODULE 3 / Resident Portal

This module provides a digital experience where residents can interact with their defensible space report. The benefits of the digital delivery model include an ability to identify for residents where the issue(s) were found both by pinpointing on their property but also including pictures from the inspector. On-going tracking and usage will enable refinements to the resident experience with a focus on increasing resolution of issues by the resident. Perhaps most important, the resident portal creates a task list that residents can use to learn more about and resolve discoveries made during the inspection.

Included Services

The following details the services provided by Fire Aside DSI for each module.

Setup Services

- Configuration and review of Inspection Types and related content for residents.
- Enabling Parcel data including risk rating & defensible space zones.
- Training for admin and field users.
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- Securely hosted web service
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- Integration to CalFIRE to meet or exceed their reporting requirements.
 - Data on violations found
 - Data on inspections completed
 - Export of activity data to meet input fields for management such as Emergency Reporting
 - Data on type of inspection (first, second, etc)
 - Counts set to reset based on CalFIRE season end of 12/31

Service Commitment:

Fire Aside will use commercially reasonable efforts to make the Included Services available.

The services will rely on high-availability infrastructure providers such as Amazon Web Services (AWS) and uptime will follow the AWS service levels of “Monthly Uptime percentage of at least 99.99%”. Fire Aside does not guarantee availability of additional external dependencies such as cellular connectivity for field updates.

Compensation:

2021 Season Pricing:

Initial Design & Concepting work: **\$20,000**

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Effective as of January 1, 2022

DSI pricing is based on an annual contract that resets on 12/31/21 and is charged in a fill-a-tier model based on the number of residential parcels in an inspection area. This includes storage of information on each parcel and supporting unlimited access by residents and fire agencies to their inspection reports.

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In consideration for Customer being the first user of the SaaS Service, input into the design and product development, and serving as a reference customer, Supplier agrees to offer a discount of ten percent (10%) to Customer. The discount is triggered upon Supplier's contracting with any other customers for the SaaS Service and would apply for the life of this agreement. Further Supplier will provide Most Favored Pricing to Customer should Supplier provide more favorable pricing terms to other customers in the future.

GRANT PROGRAM INTEGRATION

The following Services will be provided by Supplier to integrate Customer's Defensible Space and Home Hardening Community Grant Programs into the DSI.

Pre-Qualification

- Grant starting page - address lookup with dynamic logic based on address input
- Grant income pre-qual questions & logic based on response
- Matching to existing inspection (if exists)
- Capture information for inspection scheduling (if needed)
- Routing to fire agency for the property for inspection (if no fire agency inspection on file in past 11 months)
- Optional: email notification once inspection is complete (ready to continue grant process)
- Pre-qualification service will be hosted on AWS

DSI Report Integration

- Designs around User Interface on grant awareness
- Logic to display grant programs based on discoveries on specific property and other grant criteria
- Income pre-qual questions if neither existing senior exemption on file or Access and Functional Needs self-certification is on file with Customer and provided to Fire Aside.

Momentive/Survey Monkey Apply Integration

- Balance lookup (available funds) based on grant mapping provided by Customer (Agency map to Grant ID)
- Initiate application

- Fields to populate known information into application
 - Parcel ID
 - Resident Name
 - Discovery Type(s)
 - Fire Agency
 - (other TBD)
- Grant outcome retrieval

Reporting

- Add grant behavior(s) to tracking on DSI data feeds
- Aggregate data (google analytics) on grant pre-qualification site (usage, user flow, drop off points, etc)
- Data / reporting TBD on grant pre-qualification events to be agreed by the Parties. Fire Asides anticipates there will be a need for insights around the pre-qual activity by parcel.
- Report to help manage response time from inspection request to inspection performed

Compensation for Grant Program Integration:

Customer will pay \$7,500 for the Community Grant Program Integration services listed above. This will be due upon completion of Suppliers Integration obligations listed above.

Customer will pay a flat annual fee of \$3,000 for support of the grant program integration on January 1 of each year. Support will include maintenance updates (as needed) to the API integrations, minor design changes, updates to the grant table (new grants created, etc). A major redesign (for example a radical change to the pre-qual flow or logic) would be an additional charge. Supplier will provide Customer with an annual invoice for support services.

Fire Aside SaaS Software Agreement

7/15/2021 This Software-as-a-Service (SaaS) Software Agreement ("**Agreement**") is being entered into as of ("**Effective Date**") by and between Marin Wildfire Prevention Authority ("**Customer**"), a Joint Powers Authority established under California Government Code sections 6500 *et seq.* with a principal place of business at 28 Liberty Ship Way, Suite 2800, Sausalito, CA 94965, and Fire Aside ("**Supplier**"), a Delaware corporation with a principal place of business at 510 Red Hill Avenue, San Anselmo, CA 94960.

In consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, the parties agree as follows:

1. DEFINITIONS.

1.1 "**Data**" means information and data submitted by or on behalf of Customer to Supplier for incorporation into the SaaS Service.

1.2 "**Documentation**" means the online user instructions, help files and training materials made available by Supplier to Customer for use with the SaaS Service, as may be updated from time to time by Supplier; however, changes to Documentation shall not alter the terms and conditions of this Agreement.

1.3 "**SaaS Service**" means Internet access to Supplier's Defensible Space Inspection and Evaluation software.

1.4 "**Services**" means the SaaS Service and any Setup Services.

1.5 "**Setup Services**" means the implementation, consulting, development and other professional services that Supplier may perform as described in **Exhibit A**.

1.6 "**Third Party Offerings**" means applications, services, platforms, software and products provided by third parties that interoperate with the SaaS Service.

1.7 "**Users**" means Customer's employees, member agency representatives and consultants (a) who are authorized by Customer to access and use the SaaS Service and (b) who have been supplied unique user identifications and passwords for such purpose by Customer (or by Supplier at Customer's request).

2. LICENSES AND RESTRICTIONS.

2.1 **Access and Use License.** Subject to Customer's compliance with the terms and conditions contained in this Agreement, Supplier hereby grants to Customer, during the term of this Agreement, a limited, non-exclusive, non-transferable right for its Users to access and use the SaaS Service in accordance with the Documentation in each case solely for Customer's internal business purposes. Customer agrees that its purchase of the Services is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Supplier regarding any future functionality or features.

2.2 **Restrictions.** Customer shall not, directly or indirectly, and Customer shall not permit any User or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the SaaS Service; (b) modify, translate, or create derivative works based on any element of the SaaS Service or any related Documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the SaaS Service; (d) use the SaaS Service for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer, with the exception of use by individuals in Marin County for defensible space purposes; (e) remove any proprietary notices from the Documentation; (f) publish or disclose to third parties, except as required by law, any evaluation of the SaaS Service

without Supplier's prior written consent; (g) use the SaaS Service for any purpose other than its intended purpose; (h) interfere with or disrupt the integrity or performance of the SaaS Service; or (i) attempt to gain unauthorized access to the SaaS Service or their related systems or networks.

2.3 **Reservation of Rights.** Except as expressly granted in this Agreement, there are no other licenses granted to Customer, express, implied or by way of estoppel. All rights not granted in this Agreement are reserved by Supplier.

3. **THIRD PARTY OFFERINGS.**

3.1 **Third Party Offerings.** The SaaS Service may contain features designed to interoperate with Third Party Offerings. To use such features, Customer may be required to obtain access to such Third Party Offering from their providers. If the provider of any Third-Party Offering ceases to make the Third Party Offering available for interoperation with the corresponding SaaS Service features on reasonable terms, Supplier may cease providing such features without entitling Customer to any refund, credit, or other compensation. Any use by Customer of any such Third-Party Offerings, and any exchange of data between Customer and any provider of a Third Party Offering, is solely between Customer and the applicable provider of the Third Party Offering. Supplier does not warrant or support any Third Party Offering.

3.2 **Supplier Access Codes.** To the extent that Supplier requires that Customer grant Supplier authorizations, logins, passwords or other user credentials to a Third Party Offering ("**Supplier Access Codes**") to enable interoperability with the SaaS Service, Customer shall promptly provide such Supplier Access Codes. Supplier shall not share, reassign, divulge or disclose any Supplier Access Codes except to Supplier employees or contractors specifically engaged in the performance of the Services. Supplier Access Codes shall constitute Customer's Confidential Information under this Agreement.

4. **PASSWORDS; SECURITY.**

4.1 **Passwords.** Supplier will issue to Customer user logins and passwords for each of its Users authorized to access and use the SaaS Service. Customer shall be, and shall ensure that each of its Users are, responsible for maintaining the confidentiality of all user logins and passwords and for ensuring that each user login and password is used only by the User to which it was issued. Customer is solely responsible for any and all access and use of the SaaS Service that occurs using logins and passwords Supplier issues to Users. Customer shall restrict its Users from sharing passwords. Customer agrees to immediately notify Supplier of any unauthorized use of any account or login and password issued to Customer's Users, or any other breach of security known to Customer. Customer is responsible for all use of Customer's User accounts, and Customer is responsible for compliance by each User with the terms of this Agreement. Supplier shall have no liability for any loss or damage arising from Customer's failure to comply with the terms set forth in this Section.

4.2 **No Circumvention of Security.** Neither Customer nor any User may circumvent or otherwise interfere with any user authentication or security of the SaaS Service. Customer will immediately notify Supplier of any breach, or attempted breach, of security known to Customer.

4.3 **Escrow Service.** Within 60 days of Effective Date, Supplier will deposit the source code for the SaaS Service with an escrow service. The source code shall be made available to Customer upon the Supplier's permanent cessation of business operations or upon such business operations being transferred to a successor under terms that are inconsistent with sections 2, 4, 8, 10 and 12 of this Agreement.

4.4 **Security Measures.** Supplier implements commercially reasonable technical, administrative, and organizational measures to protect Data both online and offline from loss, misuse, and unauthorized access, disclosure, alteration or destruction.

(a) **Data In Transit.** Supplier uses industry standard encryption algorithms and best practice configurations to ensure security of data transmissions. For example; encryption using AES-256, Data Authentication using at least SHA1, and Handshake encryption using at least RSA-2048. In certain cases, Supplier may secure data in transit through use of its own encryption and configuration policies, which are recognized as industry standard by a technology standard organizations; like, IEEE and RFC.

(b) **Access to Software.** Supplier uses SSL/TLS (FTPS) and the SSL/TLS to access/provide access to software or services. The certificate used to encrypt information is from a trusted certificate authority with data authentication of at least SHA1 and handshake encryption using at least RSA-2048.

(c) **Data at Rest.** Supplier encrypts all data and metadata at rest using an industry standard AES-256 encryption algorithm

5. CUSTOMER OBLIGATIONS.

5.1 **Data.** Customer shall deliver Data to Supplier as reasonably requested by Supplier. Customer hereby grants to Supplier a non-exclusive, royalty-free, transferable, perpetual, irrevocable, worldwide, fully paid-up license (with rights to sublicense, including, without limitation, through multiple tiers of sublicensees) to use, reproduce, prepare derivative works, distribute, perform, display, and otherwise exploit the Data in connection with the SaaS Service and Supplier's (and its successors' and affiliates') business, including, without limitation, for the purpose of promoting and redistributing part or all of the SaaS Service.

5.2 **Acceptable Uses.** Customer shall be solely responsible for its actions and the actions of its Users while using the SaaS Service. Customer acknowledges and agrees: (a) to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the SaaS Service, including, without limitation, the provision and storage of Data; (b) not to use, send or store data on or to the SaaS Service which violates the rights of any individual or entity established in any jurisdiction; (c) not to upload in any way any data regarding an individual's financial or economic identity, sexual orientation, religious beliefs, medical or physical identity, other than property addresses and ownership records to the extent necessary to use the SaaS Service; (d) not to interfere or disrupt networks connected to the SaaS Service or interfere with other ability to access or use the SaaS Service; and (e) to use the SaaS Service only in accordance with the Documentation. Customer acknowledges and agrees that Supplier neither endorses the contents of any Customer communications or Data, nor assumes any responsibility for any offensive material contained therein, any infringement of third-party intellectual property rights arising therefrom or any crime facilitated thereby. Supplier, in its discretion, may remove, in its reasonable belief, any violating content posted or stored using the SaaS Service or transmitted through the SaaS Service, without notice to Customer. Notwithstanding the foregoing, Supplier does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit the Data or any other information or data input into or stored in the SaaS Service for completeness, integrity, quality, accuracy or otherwise. Customer shall be responsible and liable for the completeness, integrity, quality, accuracy, legality, reliability, and appropriateness of Data.

5.3 **Accuracy of Customer's Contact Information; Email Notices.** Customer agrees to provide accurate, current and complete information as necessary for Supplier to communicate with Customer from time to time regarding the Services, issue invoices or accept payment, or contact Customer for other account-related purposes. Customer agrees to keep any online account information current and inform Supplier of any changes in Customer's legal business name, address, email address and phone number. Customer agrees to accept emails from Supplier at the e-mail addresses specified by its Users for login purposes. In addition, Customer agrees that Supplier may rely and act on all information and instructions provided to Supplier by Users from the above-specified e-mail address.

5.4 **Temporary Suspension.** Supplier may temporarily suspend Customer's or its Users' access to the SaaS Service in the event that either Customer or any of its Users is engaged in, or Supplier in good faith suspects Customer or any of its Users unauthorized conduct that violates this Agreement. Supplier will attempt to contact Customer prior to or contemporaneously with such suspension; provided, however, that Supplier's

exercise of the suspension rights herein shall not be conditioned upon Customer's receipt of any notification. Supplier shall not temporarily suspend Customer's or its User's access to the SaaS Service during a declared local emergency. A suspension may take effect for Customer's entire account and Customer understands that such suspension would therefore include User sub-accounts. Customer agrees that Supplier shall not be liable to Customer, any of its Users, or any other third party if Supplier exercises its suspension rights as permitted by this Section. Upon determining that Customer has ceased the unauthorized conduct leading to the temporary suspension to Supplier's reasonable satisfaction, Supplier shall reinstate Customer's and its Users' access and use of the SaaS Service. Notwithstanding anything in this Section to the contrary, Supplier's suspension of SaaS Service is in addition to any other remedies that Supplier may have under this Agreement or otherwise, including but not limited to termination of this Agreement for cause. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, Supplier may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

6. AVAILABILITY; SUPPORT.

6.1 **Availability.** Subject to the terms and conditions of this Agreement, Supplier will use all commercially reasonable efforts to make the SaaS Service available with minimal downtime 24 hours a day, 7 days a week and an uptime of at least 99.99%; provided, that the following are excepted from availability commitments: (a) planned downtime, with regard to which Supplier will use commercially reasonable efforts to provide at least 24 hours advance notice, and (b) routine maintenance times as reasonably specified by Supplier, and (c) any unavailability caused by circumstances of Force Majeure described in **Section 15.10**. Certain enhancements to the SaaS Service made generally available at no cost to all subscribing customers during the term of this Agreement will be made available to Customer at no additional charge, subject to any conditions that may be required by Supplier. However, upon prior approval, the availability of some new enhancements or modules to the SaaS Service may require the payment of additional fees, and Supplier will determine at its sole discretion whether access to any other such new enhancements will require an additional fee. This Agreement will apply to, and the SaaS Service includes, any bug fixes, error corrections, new builds, enhancements, updates, upgrades and new modules to the SaaS Service subsequently provided by Supplier to Customer hereunder.

6.2 **Support.** Supplier will provide a program manager and technical support to Customer via both telephone and electronic mail on weekdays during the hours of 8:00 am through 6:00 pm Pacific time, with the exclusion of US federal holidays ("**Support Hours**"). After hours support will be triaged based on severity with a focus to prioritize any issues related to resident access to a DSI report as described in **Exhibit A**. Customer can seek support by calling the Supplier or by emailing help@fireside.co. Supplier will make available to Customer an emergency contact for after-hours service.

7. **SETUP SERVICES.** Supplier shall use commercially reasonable efforts to perform the Setup Services as set forth in **Exhibit A**. Supplier and Customer shall cooperate to enable Supplier to perform the Setup Services according to the dates of performance and delivery terms set forth in **Exhibit A**. In addition, Customer shall perform any Customer obligations specified in **Exhibit A**. In the event the Setup Services are not performed in material accordance with the terms of **Exhibit A**, Customer shall notify Supplier in writing no later than thirty (30) calendar days after performance of the affected Setup Services by Supplier. Customer's notice shall specify the basis for non-compliance with **Exhibit A**, and if Supplier agrees with the basis for non-compliance, then at Supplier's sole option, Supplier shall re-perform the Setup Services at no additional charge to Customer or refund to Customer the applicable fees for the affected Setup Service. THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SUPPLIER'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO PERFORMANCE OR NON-PERFORMANCE OF THE SETUP SERVICES.

8. FEES AND PAYMENT.

8.1 **Fees.** Customer agrees to pay all fees specified in **Exhibit A** using one of the payment methods supported by Supplier.

8.2 **Invoices and Payment.** Except as otherwise specified in this Agreement or in **Exhibit A**, all fees will be invoiced in advance. Except as otherwise set forth in the applicable exhibit, Customer agrees to pay all invoiced amounts within thirty (30) calendar days of the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Supplier and notifying Supplier of any changes to such information.

8.3 **Taxes.** “**Taxes**” means all taxes, levies, imposts, duties, fines or similar governmental assessments imposed by any jurisdiction, country or any subdivision or authority thereof including, but not limited to federal, state or local sales, use, property, excise, service, transaction, privilege, occupation, gross receipts or similar taxes, in any way connected with this Agreement or any instrument, or agreement required hereunder, and all interest, penalties or similar liabilities with respect thereto, except such taxes imposed on or measured by a party’s net income. Notwithstanding the foregoing, Taxes shall not include payroll taxes attributable to the compensation paid to workers or employees and each party shall be responsible for its own federal and state payroll tax collection, remittance, reporting and filing obligations. Fees and charges imposed under this Agreement or under any document ancillary to or referenced by this Agreement shall not include Taxes except as otherwise provided herein. Customer shall be responsible for all of such Taxes. If, however, Supplier has the legal obligation to pay Taxes and is required or permitted to collect such Taxes for which Customer is responsible under this section, Customer shall promptly pay the Taxes invoiced by Supplier unless Customer has furnished Supplier with valid tax exemption documentation regarding such Taxes at the execution of this Agreement or at the execution of any subsequent instrument or agreement ancillary to or referenced by this Agreement. Customer shall comply with all applicable tax laws and regulations.

8.4 **Insurance.** During the term of this Agreement, Supplier shall maintain, at no expense to Customer, the insurance coverage included in **Exhibit B**.

9. **REPRESENTATIONS AND WARRANTIES.**

9.1 **Mutual Representations and Warranties.** Each party represents, warrants and covenants that: (a) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; (b) it has the right to grant the licenses it grants hereunder; and (c) its acceptance of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by it to any third party to keep any information or materials in confidence or in trust.

9.2 **Supplier Warranties.** Supplier represents and warrants that it will provide the SaaS Service in a professional manner consistent with general industry standards and that the SaaS Service will perform substantially in accordance with the Documentation. SUPPLIER WARRANTS THAT THE SAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. SUPPLIER DOES NOT GUARANTEE THAT THE SAAS SERVICE WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT SUPPLIER WILL CORRECT ALL SAAS SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT SUPPLIER DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SUPPLIER (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER SUPPLIER NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SAAS SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL SUPPLIER OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER’S OR ANY USER’S DATA, FILES, OR PROGRAMS.

10. **INDEMNIFICATION.**

10.1 **Supplier Indemnity.** During term of this Agreement, Supplier, at its expense, shall to the fullest extent permitted by law indemnify, release, hold harmless, and defend Customer and its officers, agents,

directors and employees (the “**Customer Indemnified Parties**”) from and against all actions, proceedings, claims and demands by a third party (a “**Third-Party Claim**”) alleging that the SaaS Service infringes any copyright or misappropriates any trade secret or intellectual property rights and shall pay all damages, costs and expenses, including attorneys’ fees and costs (whether by settlement or award of by a final judicial judgment) paid to the third party bringing any such Third-Party Claim. Supplier’s obligations under this Section are conditioned upon (i) Supplier being promptly notified in writing of any claim under this Section though Supplier is only excused to the extent it is prejudiced by lack of prompt notice, (ii) Supplier having the right to control the defense, except as required by law, and (iii) Customer providing all reasonable assistance (at Supplier’s expense and reasonable request) in the defense of such claim. In no event shall Customer settle any claim without Supplier’s prior written approval. Customer may, at its own expense, engage separate counsel to advise Customer regarding a Claim and to participate in the defense of the claim, subject to Supplier’s right to control the defense and settlement.

10.2 **Customer Indemnity.** During the term of this Agreement, Customer shall defend Supplier and its officers, directors and employees (“**Supplier Indemnified Parties**”) from and against any and all Third-Party Claims which arise out of or relate to: (a) a claim or threat that the Data (and the exercise by Supplier of the rights granted herein with respect thereto) infringes, misappropriates or violates any third party’s intellectual property rights, privacy rights or other rights; (b) Customer’s use or alleged use of the SaaS Service other than as permitted under this Agreement; (c) or bodily injury, death of any person or damage to real or tangible, personal property resulting from Customer’s use or alleged use of the SaaS Service. Customer shall pay all damages, costs and expenses, including attorneys’ fees and costs (whether by settlement or award of by a final judicial judgment) paid to the third party bringing any such Third-Party Claim. Customer’s obligations under this Section are conditioned upon (x) Customer being promptly notified in writing of any claim under this Section, (y) Customer having the sole and exclusive right to control the defense and settlement of the claim, and (z) Supplier providing all reasonable assistance (at Customer’s expense and reasonable request) in the defense of such claim. In no event shall Supplier settle any claim without Customer’s prior written approval. Supplier may, at its own expense, engage separate counsel to advise Supplier regarding a Third-Party Claim and to participate in the defense of the claim, subject to Customer’s right to control the defense and settlement.

11. **LIMITATIONS OF LIABILITY.**

11.1 NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF SUPPLIER) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY’S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. The foregoing limitations shall not apply to the parties’ obligations (or any breach thereof) under Sections entitled “Restrictions”, “Indemnification”, or “Confidentiality”.

12. **CONFIDENTIALITY.**

12.1 **Confidential Information.** “**Confidential Information**” means any and all non-public technical and non-technical information disclosed by one party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not limited to: (a) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, APIs, and other creative works (whether or not copyrighted or copyrightable); (b) information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing,

customer lists, business forecasts, sales and merchandising and marketing plans and information; and (c) proprietary or confidential information of any third party who may disclose such information to Disclosing Party or Receiving Party in the course of Disclosing Party's business. Confidential Information of Supplier shall include the SaaS Service, the Documentation, and pricing and other terms and conditions of this Agreement. Confidential Information also includes all summaries and abstracts of Confidential Information. For the avoidance of doubt, Customer agrees that Data is not Confidential Information of Customer.

12.2 Non-Disclosure. Each party acknowledges that in the course of the performance of this Agreement, it may obtain the Confidential Information of the other party. Subject to **Section 12.2 (Anonymized Usage Statistics)**, the Receiving Party shall, at all times, both during the term of this Agreement and thereafter, to the greatest extent allowable under the law, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it, and the Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights under this Agreement. Each party agrees to secure and protect the other party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such party's own Confidential Information (but in no event less than reasonable care), and to take appropriate action by instruction or agreement with its employees or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. Subject to **Section 12.2 (Anonymized Usage Statistics)**, the Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees and agents who need access to such Confidential Information in order to affect the intent of this Agreement and who are subject to confidentiality obligations at least as stringent as the obligations set forth in this Agreement.

12.3 Exceptions to Confidential Information. The obligations set forth in **Section 11.2 (Non-Disclosure)** shall not apply to the extent that Confidential Information includes information which: (a) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) was developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by the Receiving Party. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall (x) assert the confidential nature of the Confidential Information to the agency; (y) immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (z) cooperate fully with the Disclosing Party in protecting against any such disclosure and in obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality. Supplier acknowledges that Customer is subject to the California Public Records Act ("PRA", Cal. Gov. Code §§ 6250 *et seq.*) and is obligated to disclose all public records that are not specifically exempt from disclosure. Customer will provide Supplier with notice of any PRA request related to Supplier's confidential information so that Supplier, not Customer, may seek a protective order to prevent disclosure of its materials.

12.4 Injunctive Relief. The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Receiving Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

13. PROPRIETARY RIGHTS.

13.1 SaaS Service. As between Supplier and Customer, all right, title and interest in the SaaS Service and any other Supplier materials furnished or made available hereunder, and all modifications and enhancements thereof, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Supplier or Supplier's licensors and providers, as applicable.

13.2 **Anonymized Usage Statistics.** Notwithstanding anything in this Agreement to the contrary, during and after the term of this Agreement, Supplier is free to use and disclose data and information relating to Customer's use of the Services in any aggregated or de-identified form ("**Anonymized Usage Statistics**"). As between Supplier and Customer, all right, title and interest in the Anonymized Usage Statistics and all intellectual property rights therein, belong to and are retained solely by Supplier. Without limiting the foregoing, Customer agrees that Supplier may (a) make Anonymized Usage Statistics publicly available, (b) disclose Anonymized Usage Statistics to third parties, and (c) use Anonymized Usage Statistics for any purpose, including any analysis, service enhancement or marketing.

13.3 **Supplier Developments.** All inventions, works of authorship and developments conceived, created, written, or generated by or on behalf of Supplier, whether solely or jointly, including without limitation, in connection with Supplier's performance of the Setup Services hereunder, all resulting work product and deliverables ("**Supplier Developments**") and all intellectual property rights therein, shall remain the sole and exclusive property of Supplier.

13.4 **Customer Materials.** As between Supplier and Customer, Customer will exclusively own all rights, title and interest in and to the Data, information and other materials required by the Supplier to perform the Services, including all Intellectual Property Rights therein. This Data includes, but is not limited to information collected by inspectors, including first name, last name, residential address, relationship to the named person(s) to the property at the residential address, such as owner, occupant, tenant, or family member; person(s) contact information including email address and/or telephone phone number.

14. **TERM AND TERMINATION.**

14.1 **Term.** This Agreement shall commence on the Effective Date and, unless terminated sooner in accordance with the terms of this Agreement, shall continue for an initial term of two years. After the initial term, this Agreement will automatically renew for additional one-year periods, unless either party gives the other party notice of its intent not to renew at least 30 days prior to the end of the initial term or then current renewal term. Termination will be effective at the end of the applicable term in which no such notice is received.

14.2 **Termination for Cause.** A party may terminate this Agreement upon written notice to the other party in the event the other party (a) files a petition for bankruptcy or has a petition for bankruptcy filed against it that is not dismissed within sixty (60) days after filing or admits its inability to pay its debts as they mature, makes an assignment for the benefit of its creditors or ceases to function as a going concern or to conduct its operations in the normal course of business and such termination shall occur immediately upon notice; or (b) commits a material breach of this Agreement and does not remedy such breach within thirty (30) days after receipt of written notice of such breach. Upon any termination for cause by Customer, Supplier shall refund to Customer any prepaid amounts attributable to the period of time after the termination date, as reasonably determined by Supplier. Upon any termination for cause by Supplier, Customer shall pay any unpaid fees covering the remainder of the term of this Agreement after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Supplier for the period prior to the effective date of termination.

14.3 **Termination for Convenience.** This Agreement may be terminated by the Customer in accordance with this clause in whole, or in part, upon thirty (30) days prior written notice, whenever the Customer shall determine that such termination is in the best interest of the Customer. The Customer will pay all reasonable costs associated with this Agreement that the Supplier has incurred up to the date of termination, and all reasonable costs associated with termination of the Agreement. In the event of a termination for convenience, Customer shall not be entitled to any refund of fees.

14.4 **Effects of Termination.** Upon expiration or termination of this Agreement, (a) Customer's use of and access to the SaaS Service and Supplier's performance of all Setup Services shall cease, (b) all fees and

other amounts owed to Supplier shall be immediately due and payable by Customer, and (c) Supplier shall provide Customer with all Data within thirty (30) days of expiration or termination.

14.5 **Survival.** The termination or expiration of this Agreement for any reason shall not affect a party's rights or obligations that expressly or by their nature continue and survive (including, without limitation, the payment terms and the provisions concerning ownership, confidentiality, limitation of liability, indemnity, warranty disclaimers, and the Data license from Customer to Supplier).

15. **MISCELLANEOUS.**

15.1 **Notices.** Supplier may give notice to Customer by means of a general notice through the SaaS Service interface, electronic mail to Customer's e-mail address on record with Supplier, or by written communication sent by first class postage prepaid mail or nationally recognized overnight delivery service to Customer's address on record with Supplier. Customer may give notice to Supplier by written communication sent by first class postage prepaid mail or nationally recognized overnight delivery service addressed to Supplier, 510 Red Hill Avenue, San Anselmo, CA, Attention: Legal. Notice shall be deemed to have been given upon receipt or, if earlier, two (2) business days after mailing, as applicable. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

15.2 **Governing Law.** This Agreement and the rights and obligations of the parties to and under this agreement shall be governed by and construed under the laws of the United States and the State of California as applied to agreements entered into and to be performed in such State without giving effect to conflicts of laws rules or principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties further agree to waive and opt-out of any application of the Uniform Computer Information Transactions Act (UCITA), or any version thereof, adopted by any state of the United States in any form. Any disputes arising out of or in connection with this Agreement, including but not limited to any question regarding its existence, interpretation, validity, performance or termination, or any dispute between the parties arising from the parties' relationship created by this Agreement, shall be heard in the state and federal courts located in Marin County in the State of California and the parties hereby consent to exclusive jurisdiction and venue in such courts.

15.3 **Publicity.** Supplier has the right to reference and use Customer's name and trademarks and disclose the nature of the Services provided hereunder in each case in Supplier business development and marketing efforts, including without limitation Supplier's website.

15.4 **Waiver.** No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

15.5 **Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.

15.6 **Assignment.** Customer may not assign its rights or delegate its obligations under this Agreement to any third party, whether voluntarily or by operation of law or otherwise (including in connection with any merger or acquisition involving Customer), without the prior written consent of Supplier, such consent not to be unreasonably withheld, and subject to Customer paying any applicable transfer or set-up fees. Any purported assignment or transfer in violation of this section shall be void. Subject to the foregoing restrictions, this Agreement will bind and benefit the parties and their successors and permitted assigns.

15.7 **Relationship of the Parties.** Supplier is an independent contractor to Customer. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

15.8 **No Recourse Against Members of Customer.** Customer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, *et seq.*) and is a public entity separate from its constituent members. Customer shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Supplier shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Customer's constituent members in connection with this Agreement.

15.9 **Disentanglement.** Supplier shall cooperate with Customer and Customer's contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Supplier shall cooperate with Customer's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the provision of services or the Customer's activities. Supplier shall return to Customer all Customer assets and Confidential Information in Supplier's possession. Supplier shall promptly remove from Customer's premises, or the site of the work being performed by Supplier for Customer, any Supplier assets. Supplier shall deliver to Customer or its designee, at Customer's request, all Confidential Information of Customer, and after return of same, Supplier shall destroy all copies thereof not turned over to Customer, all at no charge to Customer.

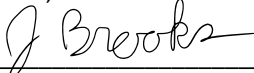
15.10 **Dispute Resolution.** Customer's satisfaction is an important objective to SUPPLIER in performing its obligations under this SaaS Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

15.11 **Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement due to fire, explosion, earthquake, storm, flood or other weather; unavailability of necessary utilities or raw materials; Internet service provider failures or delays, or denial of service attacks; war, civil unrest, acts of terror, insurrection, riot, acts of God or the public enemy; strikes or other labor problems; any law, act, order, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement); or any other event beyond the reasonable control of the party whose performance is to be excused.

15.12 **Entire Agreement.** This Agreement, including all exhibits and all documents referenced herein, constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date hereof.

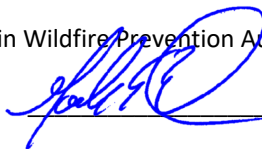
Fire Aside, Inc.

By: 

Name: Jason Brooks

Title: CEO

Marin Wildfire Prevention Authority

By: 

Name: Mark Brown

Title: Executive Officer

EXHIBIT A

DESCRIPTION OF SERVICES

The Defensible Space Inspection and Evaluation Software (DSI) provides agencies with a robust and comprehensive suite of tools consisting of three primary modules. Each module has been built for a specific stakeholder in the evaluation value chain. Providing recipients (property owners) context and resources, this platform is designed to increase the efficiency of inspection teams, provide actionable insights for agency leadership, and increase resident compliance with both legal requirements and site-specific recommendations. In addition, the system provides data for external reporting agencies such as Cal Fire.

MODULE 1 / Program Management

The administrative component of the DSI package provides the agency leaders and managers with capabilities centered on managing users, reviewing discoveries on a micro and macro basis, and overall inspection performance. A program manager can add inspectors, change credentials and assign inspectors to teams. Program management will include different user roles such as Admin (ability to see all activity across the jurisdiction) and Zone (ability to review activity in a specific zone). Reporting provides insights into performance such as inspections completed, discoveries found, etc.

MODULE 2 / Field Inspector

The field component of the DSI platform is an iPad-based interface for inspectors to access information about parcels within the designated and licensed region as well as conduct property inspections. The inspection process is built around the actual process in the field which allows for quick buttons for the most common items as well as a way to add on to existing discoveries if found on another side of the house. The inspector can quickly identify what has been found, approximate where it was found on a map, take pictures (optional) and input notes (optional).

MODULE 3 / Resident Portal

This module provides a digital experience where residents can interact with their defensible space report. The benefits of the digital delivery model include an ability to identify for residents where the issue(s) were found both by pinpointing on their property but also including pictures from the inspector. On-going tracking and usage will enable refinements to the resident experience with a focus on increasing resolution of issues by the resident. Perhaps most important, the resident portal creates a task list that residents can use to learn more about and resolve discoveries made during the inspection.

Included Services

The following details the services provided by Fire Aside DSI for each module.

Setup Services

- Configuration and review of Inspection Types and related content for residents.
- Enabling Parcel data including risk rating & defensible space zones.
- Training for admin and field users.
- Install or update information for the specific fire agency (logo, evacuation information, etc.)

Resident Portal

- Secure automatic and randomized assignment of a unique access code to each inspection upon completion.
- Simple access remediation
- Securely hosted web service
- Behavior tracking and reporting on usage (time on site, pages visited, unique vs. repeat, etc.)
- Personalized report assembly unique to each parcel and inspection that includes:

- Information about the overall risk for the parcel & structures,
- Identifies where on the parcel any issues were found,
- Includes categorization of the issues by violation, non-violation defensible space, and home hardening,
- Provides clear requirements for homeowners related to violations
- Resources from approved 3rd parties on how to resolve issues
- Additional wildfire resources such as emergency contact, evacuation zone, local fire department resources, link to emergency.marincounty.org etc.
- Integrate with 3rd party data services to gather information on the parcel such as average slope, aspect, and flame modeling.
- Integrate or calculate a hazard score that weights inputs from parcel location & topography, defensible space status, and home hardening.
- Interactive checklist for residents to indicate when an item has been resolved.
- Integrate with MWPA chipper program to present the upcoming date(s) for that parcel.
- Branding capabilities to prominently represent both the MWPA and the participating fire departments
- Optional download of the report and checklist in PDF format.
- Optional ability to request a paper copy of the report via US Mail for residents without internet access.
- Initial version to support English only.

Field Inspector

- Individual authenticated login
- Access to mapping of available areas
- Local storage (on iPad) of parcel images of potential inspection sites
- Logging of location with time stamps to help future optimization of inspections
- iPad based interface with offline (no cell service) storage capabilities and sync over WIFI or return to coverage.
- Inspection workflow to include.
 - Integrated parcel information
 - Resident name & email (for report access)
 - Multi-level menu for type, sub-type, specific (i.e. Live Vegetation > Tree > Conifer)
 - Ability to indicate where on the parcel the discovery was
 - Ability to indicate what zone the discovery was found (Zone 0, 1, 2, 3-access)
 - Ability to take optional pictures of the discovery
 - Ability to input optional notes about the discovery
- Ability to record resolution of previous discoveries while inspector is on site or during a return visit
- Review of all discoveries on a parcel in a list format.
- Automatic and randomized assignment of a unique access code to each inspection upon completion.

Program Admin

- Web based interface
- Secure individual login & authentication
- Field Inspector User Management
 - Create and Manage field inspectors
- Resident Support
 - Ability to review resident reports to answer questions or review discoveries
 - Ability to view resident access codes
 - Ability to print resident reports
- Reporting
 - Inspection performance
 - Resident engagement

- Defensible Space insights
- Additional data analytics as defined

Integrations

- Integration to CalFIRE to meet or exceed their reporting requirements.
 - Data on violations found
 - Data on inspections completed
 - Export of activity data to meet input fields for management such as Emergency Reporting
 - Data on type of inspection (first, second, etc)
 - Counts set to reset based on CalFIRE season end of 12/31

Service Commitment:

Fire Aside will use commercially reasonable efforts to make the Included Services available.

The services will rely on high-availability infrastructure providers such as Amazon Web Services (AWS) and uptime will follow the AWS service levels of “Monthly Uptime percentage of at least 99.99%”. Fire Aside does not guarantee availability of additional external dependencies such as cellular connectivity for field updates.

Compensation:

2021 Season Pricing:

Initial Design & Concepting work: **\$20,000**

Coverage for all inspections in Central Marin (Fairfax, San Anselmo, Kentfield, Sleepy Hollow, Larkspur, Corte Madera) and Marin County Fire Responsibly Areas fixed fee of **\$190,000**.

Expansion to cover additional zones (San Rafael, Novato, or Southern Marin) are optional for a fixed fee of \$10,000 per zone.

Payment Schedule

Pricing for 2021:

Design & Concept	\$20,000	Upon Signing Agreement
Field release: inspector app	\$50,000	Upon Signing Agreement
Inspector App: use by inspectors	\$50,000	August 30, 2021
Resident & Admin portal releases and use	\$50,000	August 30, 2021
End of season	\$40,000	October 31, 2021 or upon end of inspection season whichever comes first.
Optional Additional Zones	\$10,000-\$30,000	Based on use by San Rafael, Novato and/or Southern Marin

Standard On-going Pricing

Effective as of January 1, 2022

DSI pricing is based on an annual contract that resets on 12/31/21 and is charged in a fill-a-tier model based on the number of residential parcels in an inspection area. This includes storage of information on each parcel and supporting unlimited access by residents and fire agencies to their inspection reports.

Annual Charge Per Residential Parcel for DSI Services in the MWPA Jurisdiction:

1	10,000	\$25,000 minimum fee, includes 10,000 parcels
10,001	25,000	\$2.25 per parcel
25,001	100,000	\$1.90 per parcel
100,001		\$1.50 per parcel

In consideration for Customer being the first user of the SaaS Service, input into the design and product development, and serving as a reference customer, Supplier agrees to offer a discount of ten percent (10%) to Customer. The discount is triggered upon Supplier's contracting with any other customers for the SaaS Service and would apply for the life of this agreement. Further Supplier will provide Most Favored Pricing to Customer should Supplier provide more favorable pricing terms to other customers in the future.

EXHIBIT B

INSURANCE COVERAGE

SUPPLIER INSURANCE REQUIREMENTS.

A. **Scope of Coverage.** During the term of this Agreement, SUPPLIER shall maintain, at no expense to CUSTOMER, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. A personal automobile liability insurance policy (owned, non-owned, and hired vehicles) in the minimum amount of one million dollars (\$500,000 bodily injury; \$100,000 property damage) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the SUPPLIER's performance of services under this Agreement. Where SUPPLIER is a professional not required to have a professional license, CUSTOMER reserves the right to require SUPPLIER to provide professional liability insurance pursuant to this section.

4. If it employs any person, SUPPLIER shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. SUPPLIER's worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against CUSTOMER.

5. SUPPLIER will at all times during the term of this Agreement maintain "errors and omissions" insurance coverage which is customarily carried by consultants performing functions that are similar to those performed under this Agreement and in an amount which is comparable to that which is customarily maintained by consultants performing such functions.

6. SUPPLIER shall, at its own expense, procure and maintain in full force at all time during the term of this Agreement Cyber Insurance covering cyber and network risks. Such insurance shall include, but not be limited to, coverage for: (a) liability arising from theft, dissemination and/or use of Confidential Information stored or transmitted in electronic form; and (b) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software and programs stored thereon. Such insurance will be maintained with limits of no less than \$2,000,000 per claim and in the annual aggregate, and may be maintained on a stand-alone basis, or as cyber insurance coverage provided as part of any professional liability insurance policy. This insurance shall have a retroactive date that equals or precedes the effective date of this Agreement. Supplier shall maintain such coverage until the later of: (1) a minimum period of three (3) years following termination or completion this Agreement, or (2) until Supplier has returned or destroyed all Confidential Information in its possession, care, custody or control, including any copies maintained for archival or record-keeping processes.

B. **Other Insurance Requirements.** The insurance coverage required of the SUPPLIER in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the CUSTOMER, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under SUPPLIER'S insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by CUSTOMER and shall not call upon CUSTOMER's insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in SUPPLIER'S policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, SUPPLIER hereby grants to CUSTOMER a waiver of any right to subrogation which any insurer of SUPPLIER may acquire against CUSTOMER by virtue of the payment of any loss under such insurance. SUPPLIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not CUSTOMER has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five (5) years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CUSTOMER (if agreed to in a written contract or agreement) before CUSTOMER'S own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to CUSTOMER or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the SUPPLIER under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in SUPPLIER's insurance policies must be declared to and approved by the PROJECT MANAGER and General Counsel and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CUSTOMER or other additional insured party. At CUSTOMER's option, the deductibles or self-insured retentions with respect to CUSTOMER shall be reduced or eliminated to CUSTOMER's satisfaction, or SUPPLIER shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** SUPPLIER shall provide to the PROJECT MANAGER or CUSTOMER'S General Counsel all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. CUSTOMER reserves the right to obtain a full certified copy of any insurance policy and endorsements from SUPPLIER. Failure to exercise this right shall not constitute a

waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the General Counsel.

STAFF REPORT

FOR THE MEETING OF MARCH 19, 2026

To: Marin Wildfire Prevention Authority Board of Directors

From: Mark Brown, Executive Officer

Subject: TeamCIVX Consulting Agreement

RECOMMENDATION:

Staff recommends that the Board of Directors approve the attached agreement with [TeamCIVX](#)¹ for professional consulting services related to the Marin Wildfire tax renewal measure and authorize the Executive Officer to execute the Agreement.

BACKGROUND:

Marin Wildfire Prevention Authority (“Marin Wildfire”) was founded following passage of Measure C in June 2020 and the agency has utilized the tax dollars collected from that Measure to fund local and cross-jurisdictional wildfire prevention projects throughout Marin Wildfire’s jurisdiction. Prior to the 2020 election, Charles Heath and his firm were hired to provide advice throughout the development of Measure C, including preparation of information materials related to the measure.

ANALYSIS:

As Marin Wildfire sets out to renew Measure C before its expiration in 2030, the agency will likely conduct voter assessments to evaluate the likelihood of a measure’s success and to develop a measure that will appeal to voters. In addition, to educate the public about Marin Wildfire, staff will need assistance with preparing and distributing informational materials. Given Mr. Heath’s familiarity with Measure C, his experience in

¹For more information about TeamCIVX, visit <https://www.teamcivx.com>

Marin County and throughout the state, and his excellent track record with the passage of Measure C, staff reached out to him for a proposal to work on the renewal measure.

Given the length of time before a renewal measure will appear on the ballot, Mr. Heath proposed a monthly consulting fee of \$6,000, which is lower than TeamCIVX's general monthly fees that range from \$8,500 to \$15,000. This fee will cover feasibility assessments, ballot measure development, and development of informational content and materials related to the renewal measure. Informational mailings are billed separately.

FISCAL IMPACT:

The fiscal impact will be a base fee of \$6,000 per month and \$45,523 per informational mailing. Depending on the timing of the election and the number of mailings, the total cost over 2 ½ years could reach \$200,000 or more.

ENVIRONMENTAL IMPACT:

Entering into an agreement for political consulting services is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

Respectfully submitted,

Mark Brown, Executive Officer

Attachment 1 – Proposed TeamCIVX agreement

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR BALLOT MEASURE CONSULTING**

This Agreement is made and entered into this _____ day of _____, 2026 (“Effective Date”), by and between the MARIN WILDFIRE PREVENTION AUTHORITY, a California Joint Powers Authority (hereinafter "**MWPA**"), and TEAM CIVX, LLC, a California limited liability company (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS, **MWPA** was founded following passage of Measure C in June 2020 and has utilized the tax dollars collected from that Measure to fund local and cross-jurisdictional wildfire prevention projects throughout Marin County; and

WHEREAS, **CONSULTANT** provided valuable advice throughout the development of Measure C, including preparation of information materials related to the measure; and

WHEREAS, as **MWPA** sets out to renew Measure C before its expiration in 2030, **MWPA** wishes to enlist **CONSULTANT** to carry out polling and to develop informational materials for the renewal measure; and

WHEREAS, **CONSULTANT**’s experience and track record with the passage of Measure C makes them uniquely qualified to provide advice on a renewal measure.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **MWPA’S Project Manager.** The Executive Officer is hereby designated the PROJECT MANAGER for the **MWPA** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT’S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Charles Heath is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **MWPA** within ten (10) business days of the substitution.

2. DUTIES OF CONSULTANT.

CONSULTANT shall perform the duties and provide services as set forth in the Scope of Services attached hereto as Exhibit A (“Services”) and incorporated herein by reference. Should **CONSULTANT** utilize any third parties, subcontractors, or independent contractors (“subcontractors”) to perform the Services, **CONSULTANT** shall require all subcontractors to abide by the terms of this Agreement and shall be liable to **MWPA** for any acts or omissions of subcontractors as if they were **CONSULTANT**’s own act or omissions.

3. DUTIES OF MWPA.

MWPA shall pay the compensation as provided in Paragraph 4, and perform the duties as follows:

- a. **MWPA** shall promptly provide or direct the appropriate stakeholder to provide responsive information and data necessary for **CONSULTANT** to perform the Services to **CONSULTANT** upon **CONSULTANT**’s written request for such information and/or data.
- b. **MWPA** shall determine whether the materials prepared by **CONSULTANT** under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law.

4. COMPENSATION.

For the full performance of the services described herein by **CONSULTANT**, from the Effective Date until March 31, 2027, **MWPA** shall pay **CONSULTANT** at the following hourly rates:

- TeamCivX Partner: \$350 per hour
- TeamCivX Client Services Manager: \$275 per hour
- TeamCivX Graphic Design/Video Production: \$200 per hour
- Other Support Staff: \$175 per hour

Beginning on April 1, 2027, **MWPA** shall discontinue hourly rate payments and shall instead pay **CONSULTANT** the monthly Base Consulting Fee specified in the Payment Schedule attached hereto as Exhibit B and incorporated herein by reference. Total compensation under this Agreement shall not exceed \$250,000.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONSULTANT**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for three (3) year(s) commencing on the Effective Date and ending on March 31, 2029. Upon mutual agreement of the parties, and subject to the approval of the Executive Officer the term of this Agreement may be extended for an additional period of up to one (1) year.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Data.** Upon termination, any and all **MWPA Data**, as defined below, provided to or made accessible to **CONSULTANT** and any and all of **CONSULTANT's Work**, as defined below, shall be delivered to **MWPA** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS AND MWPA.

“MWPA Data” means any data or information supplied to or made available to **CONSULTANT** by or on behalf of **MWPA** or its member agencies, including but not limited to, documents, materials, databases, applications, and tools.

“Work” is the data, information, databases, applications, programs, tools, documents and materials prepared by the **CONSULTANT** in connection with the performance of Services under this Agreement. Work shall be the sole property of **MWPA**. **MWPA** may use Work for any purpose, including projects not contemplated by this Agreement.

In addition, as between **MWPA** and **CONSULTANT**, (a) all **MWPA Data** is the property of **MWPA**, and (b) **MWPA** retains all rights, title and interest in and to the **MWPA Data**, including all copies, modifications, extensions and derivative works thereof. **CONSULTANT** may also obtain data used for Work from other sources besides **MWPA** (“Other Data”).

CONSULTANT shall comply with **MWPA** instructions regarding return or deletion of **MWPA Data** at the conclusion or termination of this Agreement. **CONSULTANT** shall also cooperate with **MWPA** regarding preservation of **MWPA Data** or Work to comply with any court order, subpoena, public records act request, or litigation hold received by **MWPA**.

a. **Limitation on Use and Confidentiality.**

MWPA Data and Work shall not be used by **CONSULTANT** for any other purpose than performing Services under this Agreement. This includes, but is not limited to, prohibiting **CONSULTANT** from using **MWPA Data** or Work for marketing, internal product development, or research and development. **CONSULTANT** shall keep **MWPA Data** and Work confidential and shall not disclose, share, or allow access to **MWPA Data** or Work except to **MWPA** and **MWPA** member agencies, agents, consultants, or other public entities if any, with whom **MWPA** instructs

CONSULTANT in writing to share MWPA Data or Work. **CONSULTANT** may share specified MWPA Data or Work with the public only if **MWPA** directs, in writing, that **CONSULTANT** create and share public facing information. This provision shall survive termination of the Agreement.

b. Access Limits.

Only **CONSULTANT**'s employees and subcontractors who require access to MWPA Data and Work to perform Services under this Agreement shall be permitted to access MWPA Data and Work.

c. Security.

CONSULTANT shall implement and maintain industry standard physical, administrative, and technical safeguards that keep up with evolving threats to protect MWPA Data and Work from unauthorized access, disclosure, or use.

d. Other Data

Should **CONSULTANT** obtain Other Data for use in provision of the Services or Work which are subject to any regulations, laws, or contractual terms that are more strict than the terms contained herein or differ materially in any way from the terms herein, **CONSULTANT** warrants and represents that it shall obey and abide by these regulations, laws, or contractual terms that apply to Other Data and shall notify **MWPA** in writing of the regulations, laws, or contractual terms which apply to Other Data. If no regulations, laws, or contractual terms that are more strict than the terms contained herein apply to Other Data, Other Data shall be treated by **CONSULTANT** like MWPA Data.

8. **INSPECTION AND AUDIT.**

Upon reasonable notice, **CONSULTANT** shall make available to **MWPA**, or its agent, for inspection and audit, all Work, and MWPA Data, if any, maintained by **CONSULTANT** in connection with its performance of Services under this Agreement. **CONSULTANT** shall fully cooperate with **MWPA** or its agent in any such audit or inspection.

9. **ASSIGNABILITY.**

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. **INSURANCE.**

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **MWPA**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of two million dollars (\$2,000,000) per occurrence/four million dollars (\$4,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **MWPA** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONSULTANT** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **MWPA**.

5. **CONSULTANT** will at all times during the term of this Agreement maintain "errors and omissions" insurance coverage which is customarily carried by consultants performing functions that are similar to those performed under this Agreement and in an amount which is comparable to that which is customarily maintained by consultants performing such functions.

6. **CONSULTANT** will at all times during the term of this Agreement maintain Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by **CONSULTANT** in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses.

B. Other Insurance Requirements. The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **MWPA**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **MWPA** and shall not call upon **MWPA's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **MWPA** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **MWPA** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **MWPA** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **MWPA** (if agreed to in a written contract or agreement) before **MWPA'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **MWPA** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the PROJECT MANAGER and General Counsel and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **MWPA** or other additional insured party. At **MWPA's** option, the deductibles or self-insured retentions with respect to **MWPA** shall be reduced or eliminated to **MWPA's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONSULTANT** shall provide to the PROJECT MANAGER or **MWPA'S** General Counsel all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3)

excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **MWPA** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the General Counsel.

E. **Subcontractors.** **CONSULTANT** shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

11. INDEMNIFICATION.

A. To the maximum extent allowed by law, **CONSULTANT** shall timely and fully protect, defend, reimburse, indemnify and hold harmless **MWPA**, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of **CONSULTANT**, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Services, the results of such performance, or this Agreement. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the **CONSULTANT**, its employees, agents or officers, or any third party. This indemnity provision does not include any claims, damages, liability, costs, and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties, and does not include any claims, damages, liability, costs, and expenses arising solely from acts performed by **CONSULTANT** at the explicit direction of **MWPA** and not involving **CONSULTANT**'s discretion.

CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section for each and every subcontractor **CONSULTANT** elects to utilize in the performance of Services. In the event that **CONSULTANT** does not obtain such indemnity agreements from subcontractor, **CONSULTANT** agrees to be fully responsible and to indemnify, hold harmless and defend **MWPA**, its officers, agents, employees and volunteers from and against any **CLAIMS** resulting from any negligent performance of **CONSULTANT**'s subcontractors or any other person or entity involved by, for, with or on behalf of **CONSULTANT** in the performance of this Agreement.

B. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NO RECOURSE AGAINST MEMBERS OF MWPA

MWPA is organized as a Joint Powers Authority in accordance with the Joint Exercise of

Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. **MWPA** shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of **MWPA**'s constituent members in connection with this Agreement.

13. **NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of Services under this Agreement.

14. **COMPLIANCE WITH ALL LAWS.**

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. To the extent the California Consumer Privacy Act ("CCPA") applies to **MWPA** Data or Work, **CONSULTANT** warrants that it does and will comply with the CCPA. **CONSULTANT** shall perform all Services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **MWPA**, its member agencies, officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

15. **NO THIRD PARTY BENEFICIARIES.**

MWPA and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

16. **NOTICES.**

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO **MWPA**'s Project Manager:

Mark Brown, Executive Officer
Marin Wildfire Prevention Authority
1600 Los Gatos Drive, Suite 345
San Rafael, CA 94903
mbrown@marinwildfire.org

TO **CONSULTANT**'s Project Director:

Charles Heath, Partner
TeamCIVX

21 Orinda Way, Suite C-191
Orinda, CA 94563
cheath@teamcivx.com

17. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **MWPA**. **CONSULTANT** and **MWPA** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **MWPA**.

18. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **MWPA**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **MWPA**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

19. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **MWPA** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **MWPA** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

20. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or

owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

21. TAXES.

CONSULTANT shall pay any and all state and federal taxes and any other applicable taxes. **MWPA** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **MWPA** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW, JURISDICTION AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

MWPA

CONSULTANT

Mark Brown, Executive Officer

By: _____
Charles Heath, Partner

STAFF REPORT

FOR THE MEETING OF MARCH 19, 2026

To: Marin Wildfire Prevention Authority Board of Directors

From: Mark Brown, Executive Officer

Subject: Marin Wildfire Consumer Price Index Tax Rate Adjustment

RECOMMENDATION:

Approve an increase to the Marin Wildfire tax levy based on the Consumer Price Index listed of 2.5%.

BACKGROUND:

The Measure C Tax Ordinance, Section 3, allows for an increase of the tax levy based on the Consumer Price Index from February of the previous year to February of the current year, or 3%, whichever is less.

The Marin Wildfire Prevention Authority Board of Directors chose not to implement the allowable tax levy increase for Fiscal Year 2021/22 due to the financial burden placed on Marin residents during the pandemic. The Board did implement the allowable increase for Fiscal Years 2022/23, 2023/24, 2024/25, and 2025/26.

ANALYSIS

Due to inflation, Marin Wildfire is experiencing increased costs associated with conducting its programs and operations. The February-to-February Consumer Price Index has just been published at 2.5%.

Marin Wildfire and its member agencies have increased internal bandwidth and are completing projects at a higher pace than the last fiscal year. We expect to expend most of the revenue generated in the current fiscal year. Due to the increased costs experienced by the Marin Wildfire and the compounding effect of not implementing a tax increase, staff recommends implementing the allowable tax levy increase based on the Consumer Price Index listed as 2.5%.

At its March meeting, the Finance Committee reviewed, provided feedback and recommended approval.

FISCAL IMPACT:

If approved, the MWPA revenue will increase by 2.5% based on the Consumer Price Index.

ENVIRONMENTAL IMPACT:

A tax levy increase discussion is not a “project” under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

Respectfully submitted,

Mark Brown
Executive Officer



RESOLUTION NO. _____
RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN WILDFIRE PREVENTION
AUTHORITY ESTABLISHING THE MAXIMUM SPECIAL PARCEL TAX TO BE LEVIED UPON
PARCELS FOR THE 2026-2027 FISCAL YEAR

WHEREAS, in March 2020, 70.8% of voters in Marin Wildfire Prevention Authority (Marin Wildfire) jurisdictions approved Measure C and adopted Ordinance No. 3716 (Ordinance) to fund Marin Wildfire; and

WHEREAS, the Ordinance requires that before the beginning of each fiscal year, Marin Wildfire shall adjust the maximum parcel tax to be levied upon the parcels for the upcoming fiscal year; and

WHEREAS, the Ordinance further provides that the maximum tax per year for each property type will be adjusted to reflect any increase in the Consumer Price Index (CPI) or 3%, whichever is less, in each fiscal year that the parcel tax is levied; and

WHEREAS, the Ordinance also authorizes the Board of Directors to set a lower parcel tax rate at its discretion; and

WHEREAS, due to the impacts of the COVID-19 pandemic, Marin Wildfire did not adjust the special tax levy to reflect the increase in CPI during the 2021-2022 fiscal year; and

WHEREAS, in subsequent years, Marin Wildfire adjusted the special tax levy each year based on the February CPI; and

WHEREAS, the CPI for February 2025 to February 2026 is 2.5% and therefore, the Marin Wildfire Board of Directors finds that it is appropriate to adjust the special tax levy by 2.5% in the 2026-2027 fiscal year; and

WHEREAS, the Board of Directors finds that adoption of this resolution related to the amount levied for the Marin Wildfire parcel tax is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment (Cal. Pub. Res. Code § 21065).



NOW THEREFORE, the Board of Directors of the Marin Wildfire Prevention Authority does hereby resolve as follows:

1. The above recitals are hereby incorporated as if fully set forth herein.
2. The maximum amount of the Marin Wildfire special parcel tax for the 2026-2027 fiscal year shall include a two and five-tenths percent (2.5%) increase to the current tax rate, as reflected in the following table:

Improvement Status	Property Type	Maximum Rate	Per
Improved	Agricultural Preserve Contract and Agricultural Preserve Farmland Security Zone (Use Codes 33 and 35)	\$ 0.1141	Building Per Square Foot
	Commercial (Use Code 51)		
	Historical Property (Mills Act) (Use Code 38)		
	Industrial (Use Code 41)		
	Multiple Family Residential, fewer than 3 units (Use Code 21)		
	Open Space Contract (Use Code 37)		
	Rural (Use Code 31)		
	Single Family Residential, Single Family residential, One Living Unit, single Family Residential, one living Unit with Second Dwelling Unit (Use Code 11) and True Duplex (Use Code 21)		
	Attached Single Family Residential Improved (includes condominiums, townhouses, attached Planned Unit Developments, and co-ops) (Use Code 14)		
Improved	Multifamily Residential, 3 or more units (Use Code 21)	\$ 85.78	Unit
Unimproved	All Non-Exempt vacant, less than or equal to 0.25 acres (Use Codes 10, 20, 30, 32, 34, 36, 40, 51)	\$ 28.59	Parcel



Unimproved	All Non-Exempt vacant, greater than 0.25 acres up to and including 0.50 acres (Use Codes 10, 20, 30, 32, 34, 36, 40, 51)	\$ 114.36	Parcel
Unimproved	All Non-Exempt vacant, greater than 0.50 acres (Use Codes 10, 20, 30, 32, 34, 36, 40, 51)	\$ 171.54	Parcel

The foregoing Resolution was adopted at the regular meeting of the Marin Wildfire Prevention Authority Board of Directors held on March 19, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cathryn Hilliard, Board President

ATTEST:

Martina Wilson, Management Analyst



SOUTHERN MARIN FIRE PROTECTION DISTRICT

FIRE PREVENTION DIVISION

28 Liberty Ship Way, Ste. 2800, Sausalito, CA 94965

Phone: (415) 380-1120 | Email: prevention@smfd.org | Web: www.smfd.org

MEMORANDUM

TO: Mark Brown, Executive Director
Marin Wildfire Prevention Authority (MWPA)
FROM: Fred Hilliard, Fire Marshal
Southern Marin Fire Protection District (SMFD)
DATE: February 5, 2026
RE: Fund Transfer Request – SOM Resident Assistance Program

We are writing to request the transfer of \$20,000 from SMFD project code SM-SOM-25-36-C-ER (current balance: \$26,536) to MWPA JPA project code JPA-MWPA-23-07-C-PE.

These transferred funds are designated to support residents in the Southern Marin area through future grants or direct assistance for home hardening and vegetation removal activities within select Firewise communities. The project will operate within the existing frameworks and guidelines of the originally approved MWPA project under code JPA-MWPA-23-07-C-PE.

Upon availability of the transferred funds, SMFD and MWPA staff will jointly implement a pilot program titled "Zone Zero in a Box" or CAP (Community Assistance Program). This collaborative effort will provide targeted wildfire mitigation resources to eligible residents in our service area.

Should any portion of the \$20,000 remain unexpended at the conclusion of Fiscal Year 2026 (June 30, 2026), SMFD reserves the right to re-allocate these roll-over funds to an alternate Southern Marin core project effective July 1, 2026.

Please confirm receipt of this request and advise on any additional documentation required to process this fund transfer. I am available to discuss implementation details at your convenience.

Thank you for your continued partnership in advancing wildfire prevention efforts throughout Marin County.

Sincerely,

Fred Hilliard
Division Chief / Fire Marshal
Email: fhilliard@smfd.org
Phone: (415) 615-5535
Web: smfd.org

STAFF REPORT

FOR THE MEETING OF March 19, 2025

To: Marin Wildfire Prevention Authority Board of Directors

From: Mark Brown, Executive Officer

Subject: Strategic Measures for Goal 4: Public Outreach and Education

RECOMMENDATION:

Approve the strategic measures for Goal 4: Public Outreach and Education

BACKGROUND:

Marin Wildfire's Board of Directors has established the following five strategic goals:

- Goal 1: Vegetation Management
- Goal 2: Detection, Alerts and Evacuation
- Goal 3: Grants
- Goal 4: Outreach and Education
- Goal 5: Defensible Space and Home Hardening

To measure progress under each Goal, the Board also approved Strategic Measures for Goals 1, 2, 3 and 5 Staff, with the help of Green Info Network, has developed and implemented progress dashboards for [Goal 1](#), [Goal 2](#) and [Goal 5](#). The progress dashboard for Goal 3 is in development.

ANALYSIS

Consistent with our process for the other strategic goals, Marin Wildfire staff and consultant Charlotte Jourdain have worked with a Working Group to establish the strategic measures under this Goal. The Working Group included the following subject matter experts:

- Chief Roman - San Rafael Fire

- Chief Osgood, Novato Fire
- Todd Lando, Central Marin Fire
- Bill Tyler, Fire Safe Marin
- Jason Brooks, Fire Aside
- Marin Wildfire staff

Charlotte Jourdain will present proposed Strategic Measures for Goal 4: Public Outreach and Education. In the interest of time, please consider viewing the presentation to the [Executive Committee meeting on March 5, 2026 here](#). As an overview, the proposed strategic measures include:

- 4a. % of residents / parcels who attend their Wildfire Risk Evaluation
- 4b. % of Marin Wildfire parcels organized into fire-focused communities (Firewise, IBHS wildfire prepared etc)
- 4c. Partnerships with trade / professional organizations, including but not limited to: Builders, realtors, landscapers / landscape architects, nurseries and home hardening vendors, property managers, chambers of commerce
- 4d. Partnerships with unique needs communities from a fire risk perspective: Working with the County's Community Resilience Teams (CRTs) and the Center for Independent Living

FISCAL IMPACT:

There is no fiscal impact related to this presentation.

ENVIRONMENTAL IMPACT:

Receiving this presentation and providing feedback is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

Respectfully submitted,

Mark Brown, Executive Officer

STAFF REPORT

FOR THE MEETING OF March 19, 2026

To: Marin Wildfire Prevention Authority Board of Directors

From: Mark Brown, Executive Officer

Subject: February 28, 2026 Finance Report

RECOMMENDATION:

Receive report

BACKGROUND:

Total operating expenditures for this month are at 34% of the 67% projected target for this date.

ANALYSIS

Total Administrative Costs for FY26 are at 49% of the allocated admin budget; Core Program is at 56%.

FISCAL IMPACT:

None

ENVIRONMENTAL IMPACT:

A staff report outlining the MWPA budget is not a “project” under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

Respectfully submitted,

Mark Brown

Marin Wildfire Prevention Authority

Balance Sheet

As of February 28, 2026

Distribution account	Total
Assets	
Current Assets	
Bank Accounts	
1000 County Operating Fund 8150	12,551,246.85
1005 General Fund	1,002,922.56
1010 Abatement Program Fund	0.00
1015 Reserve Account	2,700,000.00
Total for 1000 County Operating Fund 8150	\$16,254,169.41
1100 Bank of Marin Payroll Account	359,466.07
1105 Bank of Marin Money Market	1,749,880.21
Total for Bank Accounts	\$18,363,515.69
Accounts Receivable	
1700 Accounts Receivable	195,812.39
Total for Accounts Receivable	\$195,812.39
Other Current Assets	
1200 Undeposited Funds	0.00
1500 Interagency Receivable	0.00
1600 Prepaid Expenses	5.99
Total for Other Current Assets	\$5.99
Total for Current Assets	\$18,559,334.07
Total for Assets	\$18,559,334.07
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	7,746.11
Total for Accounts Payable	\$7,746.11
Credit Cards	
2050 CalCard Credit Card	-62,643.66
Total for Credit Cards	-\$62,643.66
Other Current Liabilities	
2100 Short Term Note Payable	0.00
2200 Payroll Liabilities	
2210 Federal Income Tax Withheld	0.01
2220 Medicare Tax Payable	-0.04

Marin Wildfire Prevention Authority
Balance Sheet
As of February 28, 2026

Distribution account	Total
2230 State Income Tax Withheld	-0.01
2250 Social Security Tax Payable	0.00
2260 Deferred Comp Withheld	1,100.00
Total for 2200 Payroll Liabilities	\$1,099.96
2300 Accrued Wages	0.00
Total for Other Current Liabilities	\$1,099.96
Total for Current Liabilities	-\$53,797.59
Long-term Liabilities	
2500 PTO Accrued	76,440.23
Total for Long-term Liabilities	\$76,440.23
Total for Liabilities	\$22,642.64
Equity	
3300 To Be Provided - PTO Accrual	-76,440.23
3400 Restricted for Abatement Progrm	0.00
3200 Fund Balance	12,412,128.42
Net Income	6,201,003.24
Total for Equity	\$18,536,691.43
Total for Liabilities and Equity	\$18,559,334.07

Accrual Basis Thursday, March 12, 2026 05:07 PM GMT-07:00

Marin Wildfire Prevention Authority
FY 26 Revenue and Expense Report
July - February, 2026 (67% of FY 26)

	Actual	Budget	Total over Budget	% of Budget
Revenue				
4000 Measure C	12,529,988.27	22,638,036.00	-10,108,047.73	55.35%
4100 Interest	168,973.97	200,000.00	-31,026.03	84.49%
Total Revenue	\$ 12,698,962.24	\$ 22,838,036.00	-\$ 10,139,073.76	55.60%
Cost of Goods Sold				
50000 Cost of Goods Sold		0.00	0.00	
Total Cost of Goods Sold	\$ 0.00	\$ 0.00	\$ 0.00	
Gross Profit	\$ 12,698,962.24	\$ 22,838,036.00	-\$ 10,139,073.76	55.60%
Expenditures				
Administrative Costs	480.47		480.47	
6600 Financial & Admin Services		175,529.00	-175,529.00	0.00%
6605 Legal Services	61,743.55	204,000.00	-142,256.45	30.27%
6610 Personnel		0.00	0.00	
6611 Salaries	323,629.45	550,000.00	-226,370.55	58.84%
6612 Payroll Tax	4,904.05	6,500.00	-1,595.95	75.45%
6613 Supplemental Allowance	26,855.94	61,200.00	-34,344.06	43.88%
6614 Defined Contribution Retirement	24,272.13	40,000.00	-15,727.87	60.68%
6615 Payroll Processing Fees	5,198.01	0.00	5,198.01	
6616 Workers' Comp Insurance	1,041.38	0.00	1,041.38	
6617 Health Insurance	17,108.96	12,300.00	4,808.96	139.10%
Total 6610 Personnel	\$ 403,009.92	\$ 670,000.00	-\$ 266,990.08	60.15%
6620 Services & Supplies	128,776.49	217,753.00	-88,976.51	59.14%
6630 Professional Services	76,849.75	103,000.00	-26,150.25	74.61%
6640 Start Up Costs		0.00	0.00	
Total Administrative Costs	\$ 670,860.18	\$ 1,370,282.00	-\$ 699,421.82	48.96%
Core Program		0.00	0.00	
6000 Envrnmtl. Compliance/Monitoring	305,371.98	0.00	305,371.98	
6005 Evacuation Study		0.00	0.00	
6010 Evacuation Mgmt Platform	208,600.00	208,600.00	0.00	100.00%
6015 Operational Costs		0.00	0.00	
6015-1 Rent	84,911.11	140,000.00	-55,088.89	60.65%
6015-2 Tenant Improvements		25,000.00	-25,000.00	0.00%
6015-3 Website/Portal	9,000.00	25,000.00	-16,000.00	36.00%
6015-4 Communications	715.99	5,000.00	-4,284.01	14.32%
6015-5 GrizzlyCorps		20,000.00	-20,000.00	0.00%
6015-6 Training	5,434.00	5,000.00	434.00	108.68%
6015-7 R&D, Emerging Opportunities		12,000.00	-12,000.00	0.00%
6015-8 Contingencies	15,670.41	80,000.00	-64,329.59	19.59%
6015-9 Insurance	86,461.66	0.00	86,461.66	
Total 6015 Operational Costs	\$ 202,193.17	\$ 312,000.00	-\$ 109,806.83	64.81%
6025 FSM Red Flag Signage		0.00	0.00	
Core Projects		0.00	0.00	
6105 Alerts/Notifications	44,295.00	0.00	44,295.00	
6110 Chipper Days	1,070,461.22	1,400,000.00	-329,538.78	76.46%
6120 DSpace Evaluations	427,789.16	491,150.00	-63,360.84	87.10%
6140 Countywide Grant Program	335,843.64	950,000.00	-614,156.36	35.35%

Marin Wildfire Prevention Authority
FY 26 Revenue and Expense Report
July - February, 2026 (67% of FY 26)

	Total			
	Actual	Budget	over Budget	% of Budget
6145 Metrics Development Tracking	381,223.51	193,150.00	188,073.51	197.37%
6150 Equipment	39,140.00	163,000.00	-123,860.00	24.01%
6160 Evacuation Routes	135,397.29	855,000.00	-719,602.71	15.84%
6170 Public Education	626,220.91	1,953,000.00	-1,326,779.09	32.06%
6180 Shaded/Nonshaded Fuel Breaks	2,982,621.64	4,561,204.00	-1,578,582.36	65.39%
6190 Staffing	149,680.81	1,245,436.00	-1,095,755.19	12.02%
Total Core Projects	\$ 6,192,673.18	\$ 11,811,940.00	-\$ 5,619,266.82	52.43%
FSM NOAA Weather Radios		0.00	0.00	
Total Core Program	\$ 6,908,838.33	\$ 12,332,540.00	-\$ 5,423,701.67	56.02%
Defensible Space Program		0.00	0.00	
6400 DSpace Agency Payments	246.00	4,567,607.00	-4,567,361.00	0.01%
6405 DSpace Abatement Program		0.00	0.00	
6410 San Rafael DSpace Grants	15,090.19	0.00	15,090.19	
Total Defensible Space Program	\$ 15,336.19	\$ 4,567,607.00	-\$ 4,552,270.81	0.34%
Local Wildfire Mitigation Prog		0.00	0.00	
6500 Local Agency Payments	78,415.50	4,567,607.00	-4,489,191.50	1.72%
6510 San Rafael Local Grants	15,634.66	0.00	15,634.66	
Total Local Wildfire Mitigation Prog	\$ 94,050.16	\$ 4,567,607.00	-\$ 4,473,556.84	2.06%
Total Expenditures	\$ 7,689,084.86	\$ 22,838,036.00	-\$ 15,148,951.14	33.67%
Net Operating Revenue	\$ 5,009,877.38	\$ 0.00	\$ 5,009,877.38	
Other Revenue				
7000 Grant Revenue		0.00	0.00	
7010 Ross Valley FB CalFire Grant		0.00	0.00	
7020 Novato FB CalFire Grant	312,726.90	0.00	312,726.90	
7030 MCF Grant - Zone 0	728,000.00	0.00	728,000.00	
7040 XyloPlan Urban Conflagration	328,000.00	0.00	328,000.00	
Total 7000 Grant Revenue	\$ 1,368,726.90	\$ 0.00	\$ 1,368,726.90	
7100 Interagency Reimbursements	75,812.39	0.00	75,812.39	
7500 Prior Years' Fund Balance		0.00	0.00	
Total Other Revenue	\$ 1,444,539.29	\$ 0.00	\$ 1,444,539.29	
Other Expenditures				
8000 Grant Expenditures		0.00	0.00	
8010 Ross Valley FB CalFire Grant		0.00	0.00	
8020 Novato FB CalFire Grant		0.00	0.00	
8030 Urban Conflagration Modelling	130,000.00	0.00	130,000.00	
8040 Zone Zero in a Box	107,382.47	0.00	107,382.47	
Total 8000 Grant Expenditures	\$ 237,382.47	\$ 0.00	\$ 237,382.47	
9000 Suspense		0.00	0.00	
Reconciliation Discrepancies	16,030.96		16,030.96	
Total Other Expenditures	\$ 253,413.43	\$ 0.00	\$ 253,413.43	
Net Other Revenue	\$ 1,191,125.86	\$ 0.00	\$ 1,191,125.86	
Net Revenue	\$ 6,201,003.24	\$ 0.00	\$ 6,201,003.24	

Thursday, Mar 12, 2026 05:02:57 PM GMT-7 - Accrual Basis

STAFF REPORT

FOR THE MEETING OF MARCH 19, 2026

To: Marin Wildfire Prevention Authority Board of Directors

From: Anne Crealock, Planning and Program Manager

Subject: Work Plan Implementation Update

RECOMMENDATION:

Staff recommends that the Board receive a progress update on implementation of the FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25, and FY 2025-26 Work Plans.

BACKGROUND:

The Marin Wildfire Board of Directors has approved five work plans, which outline the priorities that Marin Wildfire and member agencies intend to pursue. In addition to new proposals, the FY 2025-26 Work Plan approved on May 15, 2025, incorporates proposals from past Work Plans that have not yet been completed and projects that require maintenance. The FY 2025-26 Work Plan accounts for the distribution of Marin Wildfire funds for environmental compliance and implementation of Core, Defensible Space Evaluation/Mitigation, and Local Wildfire Mitigation Projects.

ANALYSIS:

Ongoing Vegetation Management Project Implementation

While many vegetation management projects are paused for the nesting bird season, some broom pulling within various shaded fuel breaks is taking place to take advantage of softer soil conditions and remove the broom before it drops seed this season. Staff and consultants are preparing for next field season. This work includes obtaining right-of-entry agreements with private landowners and land management agencies, ensuring contracts are up-to-date, mapping out next work areas, identifying surveys that need to be

completed (birds, botanical, geological, cultural, other), coordinating with CAL FIRE, coordinating with regulatory agencies such as the California Coastal Commission, collecting and processing data, and updating GIS and dashboards. All approved vegetation management projects are available to view in an interactive online map [HERE](#) (and below).

<https://marinwildfire.maps.arcgis.com/apps/instant/sidebar/index.html?appid=c02ee6853d7a43978d84a949d868495e¢er=-122.5981%3B38.122&level=11>

The Goal 1 Dashboard is updated quarterly and shows where project implementation has taken place. Project status indicates which projects have been fully implemented and have shifted from “implementation” to “maintenance.” The Marin Wildfire Goal 1 Dashboard is available [HERE](#):

<https://marinwildfire.maps.arcgis.com/apps/dashboards/9e2ed6e8d3a54ff180b04896f2008b0f>

Staff is working with member agencies, land management agencies, and other partners to host a “broom summit” to share experiences and lessons learned around management of French broom and other species of broom. Removal of this invasive, non-native shrub comprises a large part of fuel reduction work funded through Measure C. Sharing information across agencies and organizations is one way to ensure we’re using the best available knowledge and science to reduce wildfire risk and promote healthier ecosystems.

Coastal Marin

Several Marin Wildfire project areas have received a two-year permission to proceed under the Governor’s March 1, 2025 Emergency Proclamation on wildfire.

Work completed or underway in Coastal Marin includes:

- Seahaven in Inverness
- Wharf-Altura neighborhood in Bolinas
- Panoramic / State Parks; Seadrift HOA, Calle Del Mar, Dipsea Road, Highlands neighborhood, and NPS fire roads in Stinson Beach
- State Route 1 (non-federal), Muir Beach Trail, Terwilliger property (hazardous/dead roadside tree removal), State Route 1 (adjacent to the roadway on National Park Service lands) in Muir Beach

Upcoming work will include removing or limbing hazardous roadside eucalyptus trees in Bolinas in accordance with requirements of the State Emergency Proclamation and Marin Wildfire’s Project Design and Implementation Features (PDIFs); biological surveys, including assessments completed by monarch experts; hazardous tree reports; and other

applicable permits, including an encroachment permit from the County of Marin that is currently underway.

Several Coastal Marin residents have been invited to take part in home hardening and direct assistance activities and Marin Wildfire's grants specialist is currently coordinating with residents, contractors, and consultants to plan this work. One resident in Inverness was able to move from the California Fair Plan to private insurance as a result of similar improvements made to her home, indicating the potential for significant benefits to residents seeking private insurance.

Partnerships with Golden Gate National Recreation Area

MWPA staff, Member Agencies, and consultants are coordinating with Golden Gate National Recreation Area staff to identify fuel reduction priorities for the FY26-27 Work Plan.

Additional Activities in Coastal Marin

Marin Wildfire and its Member Agencies take a house-out approach to wildfire resilience throughout Marin and along the coast. In addition to the activities approved under the Governor's Emergency Proclamation and development of the PWP, many other activities are planned or underway:

- Home hardening / defensible space inspections;
- Grants to residents for home hardening and defensible space;
- Direct Assistance for approximately a dozen homes for defensible space;
- Vegetation work along evacuation routes; and
- Defensible space work around certain critical infrastructure.

Field Trips and Other Public Outreach

Marin Wildfire is working with Novato Fire and Ecologically Sound Practices Partnership to host a field trip on March 27 at 10am to view a fire wise demonstration garden at the Novato Fire District Headquarters at 95 Rowland Way in Novato. RSVPs are helpful, but not required. Attendees may RSVP via email to jdadmun@marinwildfire.org or acrealock@marinwildfire.org. Heavy rain cancels this event.

Geographic Information Systems (GIS)

The GIS program continues to collect valuable data and provide resources for member agencies. Working with Marin Wildfire's GIS contractor, Green Info Network, and environmental compliance contractor, Panorama Environmental, staff has developed a

unified data collection interface that automatically updates as project managers input data, allowing Marin Wildfire to track project implementation in real-time and plan new work areas with a variety of reference layers, such as properties that have signed right-to-enter agreements or locations to avoid due to sensitive resources. These mapping applications are currently being incorporated into project work flows.

Staff is also working with the contractor to host a series of free GIS trainings to member and partner agency staff and create an easy to access public data hub on our website for the progress dashboards and CWPP materials.

Community Wildfire Protection Plan Update

In July 2025, Marin Wildfire partnered with Tiburon Fire to contract with a team of experts (Sonoma Technology Inc., Willow Labs, and Vibrant Planet) to update Marin County's Community Wildfire Protection Plan (CWPP). This effort is currently underway and includes significant coordination with Member Agencies and other stakeholders in Marin. Public outreach has included newsletter articles prepared by Fire Safe Marin, outreach to Firewise communities, creation of a project webpage, a presentation to the Ecologically Sound Practices partnership to take place in April, and planning for a public meeting to take place on May 2 to coincide with National Wildfire Awareness Month. Details about this meeting will be circulated in the near future. Draft CWPP documents are currently under review by stakeholders. A publicly available version will be available for review by the beginning of May. The CWPP should be complete in the summer of 2026. Residents and anyone interested in learning more about this process may contact cwpp@marinwildfire.org for more information.

Contracting

Marin Wildfire staff continues to support Member Agency staff when contracting for Core vegetation management projects. This process provides an avenue to streamline getting work done on the ground. Two avenues for contracting are available: Master Service Agreements and the List of Pre-qualified Contractors. Staff is working actively to support newly approved West Marin projects.

Defensible Space and Home Hardening Grant Programs

The 2025/26 Grant Program continues to distribute grants and work on developing next year's program.

The Fiscal Year 26-27 program will likely be similar to the FY25-26 program except that the zones would be able to customize the program to encourage consistency with any

local grant programs and offer zone-by-zone coordination with the new Zone Zero community assistance program currently under development. This year's grant program offers up to \$1,500 per residence and focuses exclusively on supporting Zone Zero work identified in home evaluations (vents, gutter guards, fence/gate, as well as vegetation). Residents over 65 or at or below 120% of Marin County's median household income who have had a full inspection are eligible to apply. The complete list of program guidelines, including process, award limits, and what work is and isn't eligible, can be found on the grants tab of each resident's [Wildfire Risk Report](https://www.defensiblespacereport.org/marin) at <https://www.defensiblespacereport.org/marin>.

Zone Zero in a Box / Community Assistance Program

Three pilot projects are currently underway and additional outreach to jurisdictions for pilot communities has also taken place. At the February 19, 2026 the Board approved release of a request for qualifications for home hardening services. Staff will follow a selection process and will return to the Board for approval of master services agreements with several contractors.

Zone Zero in a box staff continues to partner with Fire Aside, the software platform supporting our Defensible Space and Chipper Day programs, to expand and streamline information and resources to help residents take risk-reduction action steps. Project promotional materials are being developed in coordination with Fire Safe Marin.

A countywide program launch will follow completion of the pilot projects, software buildout, promotional materials, and rollout of contractor and landscaper trainings.

Chipper Day Program

The Chipper Program has completed its annual report for 2025. It is available on Marin Wildfire's website and included as an information item in the February Board of Directors agenda. Planning is underway for the 2026 season. Preseason signups are open and

exhibiting very high demand with approximately 1,200 sign-ups in the first four days. Service will begin in early April.

Defensible Space

Across Marin Wildfire and its 17 Member Agencies, the 2025 inspection season included 35,062 inspections Including the Defensible Space Alliance (DSA), San Rafael, and Novato. Interviews are underway to bring on the 2026 inspection teams.

The Goal 5 Dashboard is available [HERE](https://www.arcgis.com/apps/dashboards/faf854a19c7f4a248d92321a703af10e) (link pasted below). This dashboard provides statistics related to home hardening and defensible space as identified under Marin Wildfire Board-approved Goal 5 strategic measures throughout the entire JPA area. Information displayed includes the percent of (1) target parcels evaluated; (2) residents who have opened their risk report; (3) parcels with high risk issues; and (4) parcels with a projected flame length of 4ft or less.

<https://www.arcgis.com/apps/dashboards/faf854a19c7f4a248d92321a703af10e>

FISCAL IMPACT:

The fiscal impact of Work Plan implementation is identified in the FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25, and FY 2025-26 Work Plans and Budgets.

ENVIRONMENTAL IMPACT:

Receiving an update on implementation of Marin Wildfire's Work Plans is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

Respectfully submitted,

Anne Crealock, Planning and Program Manager



This report provides updates and insights on Fire Safe Marin’s activities during the period **February 1 - 28, 2026** in support of Marin Wildfire’s education and outreach goals and objectives (Goal #4, Objectives 4.1 - 4.4). See the end of the report for stated objectives.

HIGHLIGHTS

Activities in Support of Goal #4: Objectives 4.1 - 4.4

Ambassadors participated in 2 events: a broom pull in Tamarancho, coordinated with Marin County Fire, and the CRT Ross Valley School Health Fair at Manor Elementary. Total engaged 165

Published the **February e-newsletter**. This month we flipped the script on “home hardening,” moving beyond the stigma of barren and bleak designs, and showing how safer homes can also be welcoming, vibrant, and family-friendly.

February **PSAs promoted the *Fire Resilient Homes*** campaign, featuring images of residents enjoying beautiful, welcoming outdoor spaces that also model wildfire resilience principles. FSM partnered with local landscape design company, Yardzen, for photos. Targeted [eblasts](#) to homeowners reinforced the idea that resilience is an upgrade not a compromise, and included affordable and effective tips focused on Zone 0 improvements.

Convened 50 Firewise leaders for their monthly meeting; leaders received a presentation from United Policyholders about the Sustainable Insurance Strategy, an update on MWPA activities.

Responded to resident calls and emails. Here is an example of the learning curve Marin residents are navigating. The specific question around windows demonstrates a basic understanding of wildfire risk, and their willingness to plan/budget for improvements. *“Our home was built in 1988 and it has dual pane windows but I can’t tell if they are tempered glass. However, the windows and doors on the first level all have functioning shutters that can be fastened. However, the shutters are made of wood and are painted. Is that sufficient or do we need to budget for replacing all of the doors and windows?”*

Activities in Support of Building Awareness and Trust in Marin Wildfire

Published the 5th in a series of CWPP articles, [Structure Vulnerability](#)

Coordinated with CWPP working group to plan a public forum on May 2 at Embassy Suites, 10AM - 12noon, that will present new elements of Marin’s Community Wildfire Protection Plan.

Fire Safe Marin Work Plan to Marin Wildfire (FY26)

February 2026: Public Ed Activities by Zone

	CENTRAL MARIN	NOVATO	SAN RAFAEL	SOUTHERN MARIN	WEST MARIN
Firewise Support (90 active sites)	26 sites (2 engaged) 1 monthly + 1 zone meeting Barber Winship Laurel Grove	16 sites (2 engaged) 1 monthly meeting Los Robles Mobile Home Park Renaissance at Stone Tree	19 sites (14 engaged) 1 monthly meeting Bayside Acres x 2 Blackston (prospect) Mont Marin San Rafael Park Racquet Club Estates San Pedro Cove The Knoll Rec Assoc Ready Country Club x 2 Knollwood Townhouses Lucas Valley Loch Lomond Highlands Fairhills Los Ranchitos	20 sites (6 engaged) 1 monthly meeting Alta Molino Blackfield Drive Cascade Canyon NRG Marinview Shelter Ridge HOA Tam Valley	9 sites (2 engaged) 1 monthly meeting Fox Drive, 2x
Community Ambassadors (2 in-person events)	CRT Health Fair at Manor School	-	-		Tamarancho broom pull
Kiosk Displays (11 deployed)	- Cactus Jungle - Fairfax Lumber & Hardware - San Anselmo Library	-Pini Hardware Ace -Buck's Saw Service	-Jackson's Hardware -Valalon - Ace Hardware, Merryvale - Golden State Lumber	- Goodman Building Supply	- Point Reyes Building & Supply
Wildfire Safety Messaging (new content)	PSA: Resilience Reimagined Articles: 1. CWPP Structure Survivability 2. FSM's Student Partnership 3. Smoke Preparedness				
Points of contact Events* (cumulative FY25 + FY26)	1,792 28	1,691 12	2,609 16	1,452 25	867 18

*In addition to the above zone stats, in FY 24-25, ambassadors participated in 33 countywide events, reaching another 5,000 community members from across Marin. Since inception (June 2023) of the Community Ambassador Program, FSM has outreached at 198 local events, engaging over 34,000 people in wild safety discussions.

[\(click to view\)](#)

DELIVERABLES

1.	Website <i>Maintain FSM's website as the premier, globally recognized, source for wildfire preparedness information in Marin.</i>	The PSAs running in February contributed to the steady website traffic amounting to +13,000 users viewing +21,000 pages. Visitors were most engaged with resources on soffits and eaves, fencing and the <i>Resilience Reimagined</i> feature, reinforcing that the February campaign successfully drove curious residents from ad exposure to deeper information-seeking on the site. The alignment between ad content and most-visited web pages is a strong indicator of campaign effectiveness: residents are seeing the message and acting on it.
2.	Monthly E-Newsletter <i>Deliver a consistent, engaging monthly newsletter that informs and motivates residents to take wildfire preparedness actions.</i>	The February newsletter reframes home hardening as an opportunity for beautiful, functional outdoor spaces, while amplifying MWPA-funded work through real projects, student education partnerships, and expert perspectives on prescribed fire and climate risk. FSM's monthly newsletter is a primary public-facing communications channel that promotes MWPA programs, delivers resident-ready actions, and proactively answers common questions. February's FAQ: Does "<u>home hardening</u>" mean that you must have a barren yard and a fortress-like home?
3.	YouTube Channel <i>Position FSM's YouTube as a trusted educational platform for wildfire preparedness content</i>	FSM's YouTube channel serves as a searchable video library that supports residents in their preparedness journey. In February, viewers gravitated toward content on <i>soffits and eaves</i>, <i>wildfire behavior</i>, and <i>defensible space</i>, reflecting the kind of specific questions residents ask when they are actively planning improvements. Overall viewership declined in February, underscoring a consistent dynamic of video platforms that engagement is driven by fresh content.

Fire Safe Marin Work Plan to Marin Wildfire (FY26)

4.	Social Media Management <i>Maintain high-impact social media channels that amplify wildfire messaging and Marin Wildfire value.</i>	FSM maintains complementary social media presences for FSM and MWPA reaching Marin residents at different points of engagement, from awareness to active preparedness planning. These social media channels serve as a low-cost, high-frequency touchpoint that keeps wildfire preparedness visible year-round. The two channels (FSM and MWPA) are most effective when coordinated around shared messaging, as demonstrated in February's home hardening campaign. Key themes this month aligned with the February newsletter: home hardening as an aesthetic opportunity, smoke preparedness, and outbuilding retrofits. Social media posts drove users to the newsletter, website, and <i>reduce the risk</i> videos.
5.	Wildfire Watch Specials <i>Deliver timely Wildfire Watch TV Specials to inform residents.</i>	-
6.	Community Ambassador Program <i>Expand and empower a diverse Ambassador network to deliver wildfire preparedness information at in-person events countywide.</i>	In February, Community Ambassadors participated in two outreach events: a broom pull at Tamarancho and the CRT Ross Valley School Health Fair at Manor Elementary, engaging more than 150 residents in wildfire preparedness conversations. These events demonstrate the program's ability to meet residents where they are, embedding preparedness messaging into existing community gatherings rather than relying on residents to seek out information independently. Fifteen Ambassadors attended the monthly continuing education session, focusing on the Firewise USA program, including how to engage neighbors and support the formation or expansion of Firewise communities throughout Marin. Ambassadors continue to serve as a visible, trusted presence at community events countywide, extending FSM and MWPA's reach.

Fire Safe Marin Work Plan to Marin Wildfire (FY26)

7.	Response to Public Inquiry <i>Provide timely, accurate, and personalized wildfire preparedness information to residents through direct communication channels.</i>	February brought increased anticipation for the upcoming Chipper Day season, along with resident inquiries about structural improvements such as siding, ember-resistant vents, and fencing. FSM also received several requests for access to our educational materials, from Firewise Leaders and neighboring counties. We received a handful of presentation inquiries that were delivered in early March. Emails, 23, voicemails, 6.
8.	Ambassador Speakers Bureau <i>Build a cadre of trained community speakers to expand wildfire message reach.</i>	-
9.	Marin Wildfire & Member Agency Support <i>Strengthen Marin Wildfire's visibility and public trust through integrated messaging and strategic communication support.</i>	Participated in weekly Marin Wildfire staff meetings to support and report out on outreach activities. Participated in CWPP project team meetings focused on the May 2 community event at the Embassy Suites in San Rafael.
10.	Firewise Communities <i>Expand, activate, and support Firewise communities to take measurable, collective action on wildfire risk reduction.</i>	FSM hosted the monthly Firewise Leaders meeting with 50 participants attending. The session included a presentation from Amy Bach at United Policyholders on Sustainable Insurance Strategy; FSM provided updates on the CWPP, current FSM activities. Leaders were asked to complete a SWOT analysis in advance of the next meeting. New zone meetings continue.
11.	Professional Trainings & Partnerships <i>Build a skilled, fire-smart workforce by expanding training for professionals.</i>	FSM continued advancing the contractor training pilot program (funded through Marin Community Foundation grant). The first cohort to take the training is anticipated to start by July 1.
12.	Strategic Partnerships <i>Strengthen and expand partnerships for message consistency.</i>	FSM shares new educational content regularly with stakeholders including Fire Chiefs, Fire Prevention Officers, MWPA and FSM Boards or Directors.

Fire Safe Marin Work Plan to Marin Wildfire (FY26)

13.	School Programs <i>Engage Marin’s parents and youth through wildfire education.</i>	February saw the continuation of developing their SMART goals for the spring semester. In addition to preparing for their mandatory tabling events, students began outlining several communication projects focused on wildfire awareness. These include creating a PSA about Red Flag Warnings, developing an article for the student newspaper on how students can engage in wildfire mitigation, and building on previous work to create a survey assessing how MSEL families are engaging with wildfire preparedness at home. Students also began selecting topics for their elevator pitches and compiling annotated bibliographies to support their research.
14.	Paid Advertising <i>Drive large-scale awareness and action through seasonal, bilingual public education campaigns.</i>	February's campaign, <i>Resilience Reimagined</i>, moved from calls-to-action toward an adoption-focused approach that normalizes wildfire resilience as part of everyday home and outdoor living. Ads featured beautiful, inviting spaces that modeled good defensible space and hardscape practices, showing residents that prepared homes are also welcoming, functional, and valuable, directly reinforcing the February newsletter's home hardening theme. The campaign runs at a sustained, low-level cadence by design. Rather than driving a single high-intensity push, consistent PSA placement keeps wildfire preparedness in the public consciousness during the moments that matter most, when residents are planning home projects, working in their yards, or browsing home improvement content. Paid advertising fills a critical gap that earned media and newsletters cannot. It reaches residents who are not yet engaged with FSM or MWPA. By maintaining a presence in daily digital environments, the media buy expands the top of the preparedness funnel and drives new audiences toward FSM's deeper resources and programs.

Fire Safe Marin Work Plan to Marin Wildfire (FY26)

15.	Educational Materials <i>Design and distribute clear wildfire safety guidance.</i>	The <i>Renter's Guide to Wildfire</i> is now available for pickup at The Cache in Central Marin and is being actively distributed at community events expanding preparedness resources to a renter population that is often underserved by traditional homeowner-focused outreach. Due to high demand, FSM is producing a second print run of the <i>Visual Guide to Zone 0</i>. Both guides are also available digitally on the FSM website. Printed materials meet residents who are not reached by digital channels, travel into homes through events and community partners, and provide a tangible, lasting reference that supports behavior change over time.
16.	Video/Media Production <i>Create engaging video content reflecting wildfire priorities.</i>	FSM is leveraging generative AI to produce Spanish-language versions of selected short videos, including content from the <i>Reduce the Risk</i> contractor training series and Mark Brown's evacuation video. This approach significantly reduces the time and cost of production, and extends preparedness messaging to Marin's Spanish-speaking residents without a proportional increase in resources.
17.	Bilingual Content & Translation <i>Ensure equitable access to wildfire info via bilingual communications.</i>	Core educational materials and primary messaging are created in English and Spanish. Materials are also vetted for cultural competency through trusted and local Spanish speaking partners.

Goal #4

- 4.1 Conduct outreach and education activities in support of [Goal #2](#): Detection, Alert and Evacuation.
- 4.2 Conduct outreach and education activities in support of [Goal #5](#): Defensible Space and Home Hardening.
- 4.3 Conduct outreach and education activities to community and strategic partners.
- 4.4 Provide inclusive outreach and education activities for unique needs communities.