

MARIN WILDFIRE PREVENTION AUTHORITY
BOARD OF DIRECTORS
REGULAR MEETING AGENDA

Thursday, September 17, 2026

3:00 PM

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 Phone: (669) 900-6833 Webinar ID: 851-8625-7708 When joining by phone: Press *9 to raise your hand and *6 to mute/unmute yourself

ATTENTION: Any interested member of the public can participate via Zoom by utilizing the link listed above or telephonically by utilizing the dial-in information listed on this agenda. If any member of the public has a request for a reasonable modification or accommodation for accessing this meeting due to a disability, she/he/they should contact Marin Wildfire at info@marinwildfire.org.

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 Committee Updates.

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 July 16, 2026 Board of Directors Meeting

Recommendation: Approve, or approve with edits.

[MINUTES - July 16 2026 Board of Directors Meeting for 9-17-26.pdf](#)

- b. Amendment 1 to Task Order F&K-25-005

Recommendation: Review and approve.

[STAFF REPORT - F&K-25-005 Task Order Amendment 1 for 9-17-26.pdf](#)

[ATTACHMENT 1 - F&K-25-005 Executed Task Order 1 for 9-17-26.pdf](#)

[ATTACHMENT 2 - F&K-25-005 Amendment 1 for 9-17-26.pdf](#)

- c. Acknowledgement of Environmental Compliance and Project Approval

Recommendation: Staff recommends that the Board take the following actions related to the Core Proposals "Novato Core Direct Assistance and Novato Hazardous Vegetation Removal Programs" and "Southern Marin Zone Tamalpais Homestead Valley Expansion Fuel Break Project" ("Projects"):

1. Acknowledge completion of environmental compliance for the Projects as statutory exempt under Public Resources Code (PRC) Sections 21080.49(c) and 21080.49(d).

[STAFF REPORT - NOEs for 9-17-26.pdf](#)

[ATTACHMENT 1 - Novato NOE for 9-17-26.pdf](#)

[ATTACHMENT 2 - Tam Valley NOE for 9-17-26.pdf](#)

- d. Fourth Amendment to Professional Services Agreement with Willow Labs, LLC.

Recommendation: Staff recommends that the Board of Directors authorize the Executive Officer to execute the Fourth Amendment to the Professional Services Agreement with Willow Labs, LLC ("Willow"), in substantially the form attached as Attachment 1.

[STAFF REPORT - 4th Amendment to Willow Labs Agreement for 9-17-26.pdf](#)

[ATTACHMENT - Willow Labs PSA Signed 5-11-22 for 9-17-26.pdf](#)

[ATTACHMENT - Willow Labs FY27 Scope of Work Ex B for 9-17-26.pdf](#)

[ATTACHMENT - Willow Labs Costs Continued Ex. B for 9-17-26.pdf](#)

- e. Request for Qualifications - Vegetation Management Services

Recommendation: Staff recommends that the Board authorize staff to release a Request for Qualifications (RFQ) in substantially the same form as the attached document (Attachment 1), seeking contractors for vegetation management, tree trimming and removal, and fuel load reduction services to be provided under master services agreements (Attachment 2).

[STAFF REPORT - RFQ for Vegetation Management Services for 9-17-26.pdf](#)

[ATTACHMENT 1 - RFQ for Vegetation Management Services for 9-17-26.pdf](#)

[ATTACHMENT 2 - MSA for Vegetation Management Services for 9-17-26.pdf](#)

- f. August 31, 2026 Finance Report

Recommendation: Staff requests that the Board of Directors considers approving the

monthly year-to-date Revenue and Expenditure Reports and corresponding activity for the period ending through August 31, 2026.

STAFF REPORT - August 31, 2026 Finance Report for 9-17-26.pdf

ATTACHMENT - August 31, 2026 Revenue & Expense Detail for 9-17-26.pdf

ATTACHMENT - August 31, 2026 Income Statement for 9-17-26.pdf

7. STAFF REPORTS:

a. Work Plan Implementation Update

Recommendation: Staff recommends that the Board receive a progress update on the implementation of the FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25, FY 2025-26, and FY 2026-27 Work Plans.

STAFF REPORT - Work Plan Implementation Update for 9-17-26.pdf

b. Board of Directors Strategic Planning Update

Recommendation: Staff recommends that the Board of Directors appoint the Executive Committee members and potentially additional Board Members to a Strategic Planning subcommittee, to work ideas and recommendations for the Board's next Strategy Planning session.

STAFF REPORT - Board Strategic Planning Update for 9-17-26.pdf

8. COMMITTEE REPORTS:

a. Fire Safe Marin

Recommendation: Receive and file.

9. INFORMATION ITEMS:

a. Presentation - An Evacuation App

Recommendation: Receive a presentation from Jayden Zimmerman on an evacuation app in support of Goal 2, Detection, Alert and Evacuation.

b. Minutes of the August 26, 2026 Community Oversight Committee Meeting

MINUTES - August 26 2026 Community Oversight Committee Meeting for 9-17-26.pdf

c. Minutes of the September 3, 2026 Executive Committee Meeting

10. BOARD MEMBERS REQUEST REGARDING FUTURE AGENDA ITEMS:

11. 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.

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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 locations:

*Marin Wildfire Prevention Authority
1600 Los Gatos Drive, Suite 335,*

San Rafael, CA 94903.

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, September 14, 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
Thursday, July 16, 2026
MINUTES**

1. Call to Order – President Hilliard called the Regular Meeting to order at 3:00 p.m.

2. Roll Call

Directors – In Attendance: Barbara Coler (Fairfax), Rachel Kertz (San Rafael), Cathryn Hilliard (Southern Marin), Barry Evergettis (Kentfield Fire), Julie McMillan (Ross), Fred Casissa (Corte Madera), Katherine Jones (Mill Valley, remote), Bill Shea (Marinwood), Dennis Rodoni (County of Marin), Tom Finn (Sleepy Hollow), Claire Molesworth (Bollinas Fire District), Katherine Donohue (Inverness), Bruce Goines (Novato), Mark White (Stinson Beach)

Directors – Absent: Christine Murray (Muir Beach), Yoav Schlesinger (San Anselmo), Catherine Way (Larkspur)

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

3. Agenda Adjustments

Executive Officer Brown recommended moving item #9a and placing it after the Consent Calendar.

4. Open Time for Public Expression

Mr. Jack Gescheidt would like to see funds spent on home hardening and creating defensible space rather than vegetation management. These are proven methods for protecting homes.

Abby stated it was difficult to get public participation during the summer months. This is the third summer in a row that big projects have been placed on the agenda. She wanted the Board to remove Consent Calendar Item #6f for discussion. It is time for a thorough cost/benefit analysis of these big projects.

5. Executive Officer's Report

Executive Officer Brown gave a staff report and a PowerPoint presentation that included: 1) Welcome to our 7th Fiscal Year; 2) Fuels Outlook, PSPS; 3) Biomass Presentation; 4) Strategic Planning; 5) Fortune Magazine/Chronicle; 6) Podcast/Panel Discussion; 7) San Rafael Zone Evacuation Planning Project; 8) Recruitment for VMS. Staff answered questions from the Board regarding whether the Ladriss Evacuation Project could be considered JPA-wide; why certain portions of Mill Valley were designated for a PSPS; the Wildfire Watch that discussed evacuations.

President Hilliard opened the meeting to public comments.

Abby stated she was glad to hear about the safe evacuation routes planning.

President Hilliard closed the meeting to public comments.

6. Consent Calendar

- a. Minutes of the June 18, 2026 Board of Directors Meeting
- b. Employee Annual Cost of Living Adjustment for Fiscal Year 2026/27
- c. Member Agency Treasurer Election, Town of San Anselmo
- d. Professional Services Agreement, Ladriss to Perform Core Project in San Rafael
- e. Fund Transfer Request, Novato Fire District Core Grants Projects
- f. Amendment 3 to Task Order MFE-24-002 and Amendment 2 to Task Order F&K-25-006
- g. Contractor Selection for Home Hardening

Executive Officer Brown recommended pulling item #6f for discussion.

President Hilliard opened the meeting to public comments.

Ms. Jinesse Reynolds thanked the Board for pulling item #6f.

Abby wondered why these items were on the Consent Calendar. People are not around in the summer.

President Hilliard closed the meeting to public comments.

Motion: Director McMillan

Second: Director Goines, to approve Consent Calendar items #6a, 6b, 6c, 6d, 6e, and 6g.

AYES: 14 Casissa, Coler, Donohue, Evergettis, Finn, Goines, Hilliard, Jones, Kertz, McMillan, Molesworth, Rodoni, Shea, White

NOES: 0

ABSENT: 3 Murray, Schlesinger, Way

ABSTAIN: 0

6f. Amendment 3 to Task Order MFE-24-002 and Amendment 2 to Task Order F&K-25-006

Executive Officer Brown presented a staff report. Staff answered a question from the Board regarding the number of projects listed.

President Hilliard opened the meeting to public comments.

Abby stated there was an opportunity for more transparency and a number of people are not happy about these projects. There is a need for safe evacuation routes in addition to home hardening. Thinning can alter the microclimate of forests.

Ms. Jinesse Reynolds stated she would like to see the peer reviewed science that justifies the landscape vegetation strategy. She had three critical questions.

President Hilliard closed the meeting to public comments.

Motion: Director Goines

Second: Director Kertz, to approve Consent Calendar item #6f.

AYES: 14 Casissa, Coler, Donohue, Evergettis, Finn, Goines, Hilliard, Jones, Kertz, McMillan, Molesworth, Rodoni, Shea, White

NOES: 0

ABSENT: 3 Murray, Schlesinger, Way

ABSTAIN: 0

9. Committee Reports

a. Fire Safe Marin

Chief Bill Tyler, representing Fire Safe Marin, presented a PowerPoint presentation that included: 1) Fire Safe Academy Contractor Training Program; 2) Retrofitting for Wildfire; 3) Demand for skilled contractors to help homeowners mitigate risks; 4) What's Driving Demand; 5) Fire Safe Academy Certificate; 6) Course Objectives; 7) Instructor; 8) Summary of Course Components; 9) How Homes Ignite; 10) Understanding How Fire Spreads; 11) Zone Zero Fire Proof Fencing; 12) Promotional Flyer; 13) Enrollment Process; 14) Anticipated Outcomes; 15) Community Impacts; 16) Next Steps. Chief Tyler and staff answered questions from the Board regarding connecting and integrating the work and findings done by Marin Wildfire into the teachings so contractors know there are assessments in place; if the course is limited to Bay Area based contractors; who owns the license for the program; how to reach contractors not associated with the Marin Builders Exchange; if the class is available to Fire Wise leaders and others; if there is a 30-minute version that could be shown to neighborhood groups; if a list could be created indicating appropriate materials and costs; if this program could help homeowners get off the Fair Plan.

President Hilliard opened the meeting to public comments.

Abby thanked Fire Safe Marin for this great program.

President Hilliard closed the meeting to public comments.

7. Action Items

a. Executive Officer Annual Cost of Living Adjustment for Fiscal Year 2026/27

Legal Counsel Longfellow provided a staff report. She provided the oral summary of compensation per the Brown Act requirement. There were no questions from the Board.

President Hilliard opened the meeting to public comments.

There were no comments.

President Hilliard closed the meeting to public comments.

Motion: Director Coler

Second: Director Evergettis, to adopt the attached resolution approving a cost of living adjustment (COLA) for Marin Wildfire Prevention Authority's Executive Officer to be retroactive to the first pay period of July, 2026.

AYES: 14 Casissa, Coler, Donohue, Evergettis, Finn, Goines, Hilliard, Jones, Kertz, McMillan, Molesworth, Rodoni, Shea, White

NOES: 0

ABSENT: 3 Murray, Schlesinger, Way

ABSTAIN: 0

b. Board Officer Elections

Executive Officer Brown presented a staff report. There were no questions from the Board.

President Hilliard opened the meeting to public comments.

There were no comments.

President Hilliard closed the meeting to public comments.

Motion: Director McMillan

Second: Director Kertz, to elect Director Coler as President.

AYES: 14 Casissa, Coler, Donohue, Evergettis, Finn, Goines, Hilliard, Jones, Kertz, McMillan, Molesworth, Rodoni, Shea, White

NOES: 0

ABSENT: 3 Murray, Schlesinger, Way

ABSTAIN: 0

Motion: Director Coler

Second: Director Casissa, to elect Director Rodoni as Vice President.

AYES: 14 Casissa, Coler, Donohue, Evergettis, Finn, Goines, Hilliard, Jones, Kertz, McMillan, Molesworth, Rodoni, Shea, White

NOES: 0

ABSENT: 3 Murray, Schlesinger, Way

ABSTAIN: 0

President Hilliard thanked everyone for their support and stated it was an honor serving as President.

8. Staff Reports

a. Finance Report for the Marin Wildfire Prevention Authority

Executive Officer Brown presented a report and stated the financials will be presented next month. He introduced the new Marin Wildfire Financial Team, San Anselmo Finance Director Jeff Zuba and San Anselmo Finance Supervisor/Senior Accountant Robin Clifford. Staff answered a question from the Board regarding the Fiscal Year 2024/25 Audit.

President Hilliard opened the meeting to public comments.

There were no comments.

President Hilliard closed the meeting to public comments.

b. Work Plan Development Update

Program Manager Crealock and Katherine Cutter gave a staff report and a PowerPoint presentation that included: 1) June 26 Public Field Trip; 2) Next Field Trip; 3) Inspections; 4) Reimbursement Grants; 5) Chipper Program; 6) Website Data and Dashboards; 7) Community Wildfire Protection Plan (CWPP) Update; 8) EmberReady Neighborhood Pilot; 9) Zone 0 Vegetation Removal at an HOA. There were no questions from the Board.

President Hilliard opened the meeting to public comments.

There were no comments.

President Hilliard closed the meeting to public comments.

10. Informational Items

a. Minutes of the July 2, 2026 Executive Committee Meeting

There were no questions or comments from the Board.

11. Board Members Request Regarding Future Agenda Items

Executive Officer Brown stated the August Executive Committee meeting will probably be cancelled. He asked the Board to be prepared for a Strategic Planning Session.

12. Adjournment – President Hilliard adjourned the meeting at 4:49 p.m.

Respectfully Submitted,
Toni Defrancis
Recording Secretary

STAFF REPORT

FOR THE MEETING OF September 17, 2026

To: Marin Wildfire Prevention Authority Board of Directors

From: Ted Briggs, Vegetation Management Specialist

Subject: Amendment 1 to Task Order F&K-25-005 for Inverness Seahaven Project

RECOMMENDATION:

Staff recommends that the Board authorize the Executive Officer to sign an amendment to Task Order F&K-25-005, substantially similar to the attached version, with a value not to exceed \$243,145, to continue work on the Inverness Seahaven Project.

BACKGROUND:

During the January 18, 2024, Board meeting, the Board authorized the approval of the 11 Vegetation Management Services Master Services Agreements (MSAs). Task Order F&K-25-005 was executed on November 5, 2025, under the MSA with Forster & Kroeger, for \$110,000, and all funds have been used.

ANALYSIS:

This Amendment adds \$133,145 in funds available to the Inverness Fire District from the 2025-26 Coastal Fuel Reduction Network Project and extends the Task Order termination date to December 31, 2026. Under MWPA's Purchasing Policy, contracts exceeding \$200,000 require Board approval. Marin Wildfire staff have determined that this scope of work is appropriate for contracting under the MSAs, and the attached Amendment is the

appropriate instrument to implement this change.

FISCAL IMPACT:

The attached Amendment increases the value of Task Order F&K-25-005 by \$133,145 from \$110,000 to \$143,145, consistent with Inverness Fire District's share of the 2025-26 Coastal Fuel Reduction Network Project.

ENVIRONMENTAL IMPACT:

Approving this Amendment authorizes continued work on the Coastal Fuel Reduction Network Project. Environmental compliance with the California Environmental Quality Act was completed as follows:

On March 1, 2025, Governor Newsom declared a state of emergency regarding wildfire risks, which suspends certain State statutes, rules, regulations, and requirements that fall under the jurisdiction of the California Environmental Protection Agency (CalEPA) and the California Natural Resources Agency (CNRA), including the California Environmental Quality Act (CEQA). Marin Wildfire submitted a request for a suspension authorization for the proposed project on May 29, 2025, coordinated with various state agencies, including the California Coastal Commission, and received authorization from the State to proceed on July 9, 2025.

Respectfully submitted,

Ted Briggs, Vegetation Management Specialist

Attachment 1 – Task Order F&K-25-005

Attachment 2 – Amendment 1 to Task Order F&K-25-005

MWPA TASK ORDER F&K-25-005

This Task Order No. F&K-25-005 is issued pursuant to the Master Services Agreement dated January 5, 2024 ("Agreement") by and between Marin Wildfire Prevention Authority ("MWPA") and Forester & Kroeger ("Contractor"). Any term not otherwise defined herein, shall have the meaning ascribed to it in the Agreement.

1. Purpose

This Task Order describes the services (as defined below under "Scope of Work") to be provided by Contractor for MWPA for fuel management services for the Inverness Seahaven Project, part of the Coastal Fuel Reduction Network Project (project code WM-MWPA-24-69-C-FB) ("Services" as set forth in the Agreement).

2. Location of Services

The services described in this Task Order shall be provided in the unincorporated community of Inverness and some adjacent areas within Tomales Bay State Park, Marin County, CA, generally represented in Figure 1 of Appendix 3.

3. Pre-Project Requirements, Communication, and Safety

Information regarding environmental requirements, protocol for public information and communication, and protocol for safety responsibilities is attached hereto as **Appendix 1** and **Appendix 2** and are expressly incorporated herein.

4. Scope of Work

The scope of work is attached hereto as **Appendix 3** and is expressly incorporated herein.

5. Term

Services will begin no sooner than November 6, 2025 (the "Commencement Date") and terminate on June 30, 2026 (the "Completion Date"). Notwithstanding the duration of the time between the Commencement Date and the Completion Date shown herein, MWPA may terminate this Task Order at any time. The term of this Task Order may be extended for up to an additional 6 months upon mutual written agreement of the Parties. Such extension must be authorized and executed in writing by the Executive Officer on behalf of MWPA. Any such extension shall specify the duration of the extended term of this Task Order, as mutually agreed by the Parties.

6. Payment and Fees

The total authorized payment under this Task Order will not exceed \$110,000 (**Appendix 4**, "Fee Schedule"). These services are being performed as a Public Works Project pursuant to **Appendix 5**.

7. Invoicing

Contractor shall submit original invoices to Ted Briggs, MWPA Vegetation Management Specialist at tbriggs@marinwildfire.org. Additional invoice requirements are described in **Appendix 1**. Payment may be withheld until the Certified Payroll Records are received by MWPA. As noted in **Appendix 5**, electronic Certified Payroll Records must be directly submitted by the Contractor to the California Department of Industrial Relations.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority have executed this Task Order as of the day, month and year written below.

"Contractor"

By: Raul Garcia
Raul Garcia (Nov 5, 2025 14:53:08 PST)

Its: President

Date: Nov 5, 2025

"MWPA"

By: [Signature]

Its: Executive Officer

Date: Nov 5, 2025

Appendix 1

Services performed under this Task Order are subject to the following requirements.

- I. Environmental requirements
 - i. All Contractor field personnel shall undergo up to two (2) hours of natural and cultural resource training prior to engaging in work on this project. Bi-lingual training video and written materials available.
 - ii. Bird surveys will be conducted by MWPA consultants in advance of all work February 1 – July 31. Contractor personnel shall not enter locations marked with blue and white flagging material. Cleared surveys are viable for one (1) week.
- II. Safety Protocol
 - A. Contractor shall be responsible for holding and documenting daily safety meetings on-site with field crews. MWPA staff may ask Contractor to present the daily safety meeting forms at any time.
 - B. Contractor's designated crew leader with cell phone shall be on-site while Services are being performed. Crew leaders will be supplied business cards with contact information for any issues or concerns that cannot be managed by the Contractor. If an emergency occurs, the Crew Leader must call 911 first. All incidents must be reported to MWPA vegetation management staff as soon as possible.
 - C. Fuel Suppression Equipment
 - i. Contractor shall crews to carry one fire extinguisher per chainsaw. Each vehicle would be equipped with one long-handled shovel and one axe or Pulaski consistent with PRC Section 4428.
 - D. Contractor shall provide the proper number of tools in good working condition necessary to complete the scope of work in a safe and timely manner.
- III. Invoice Requirements
 - A. For fuel break work
 - i. Project code
 - ii. Activity name and treatment unit (provided by vegetation management specialist on the Avenza map)
 - iii. Estimated acreage completed per treatment unit
 - iv. Daily record of personnel and equipment used
 - B. For evacuation route work
 - i. Project Code
 - ii. Street names (include addresses for the beginning and ending points)
 - iii. The number of trees trimmed and the number of trees removed for each street.
 - iv. Invoices shall include estimated volume of chipped material disposed and the location of the disposal for the invoiced period
 - v. Daily record of personnel and equipment used
 - C. Tree Removal Projects
 - i. Project code
 - ii. Site name
 - iii. Trees removed by species and diameter
 - iv. Daily record of personnel and equipment used

Appendix 2: Project Design and Implementation Features

Services performed under this Task Order are subject to the following mitigation measures:

Cultural

PDIF CUL-1 Training

Contractor, including all personnel that may work on-site, shall receive training prepared by and/or conducted by a qualified archaeologist before starting work for all activities with the potential for ground disturbance. The training will address the potential for exposing subsurface resources, recognizing basic signs of a potential resource, understanding required procedures if a potential resource is identified including reporting the resource to a qualified archaeologist, and understanding all procedures required under Health and Safety Code § 70750.5 and PRC §§ 5097.94, 5097.98, and 5097.99 for the discovery of human remains.

PDIF CUL-2 Unanticipated Discovery

If a previously unidentified cultural resource is discovered during an activity, Contractor shall halt all work within 150 feet of the discovery.

Environmental Training

PDIF ET-1 Environmental Training for Biological Resources

Contractor, including all personnel that may work on-site, shall receive training from a qualified registered professional forester (RPF) or biologist prior to beginning a treatment project where sensitive biological resources could occur in the work areas. The training will describe the appropriate work practices necessary to effectively implement the appropriate project design and implementation features and to comply with the applicable environmental laws and regulations. The training will include the identification, relevant life history information, and avoidance of potentially present special-status species with potential to occur; identification and avoidance of sensitive natural communities and habitats with the potential to occur in the treatment area; best management practices; and reporting requirements. As appropriate, the training will include protocols for work such as specific trimming methods, where applicable. The training will instruct workers when it is appropriate to stop work and allow wildlife encountered during treatment activities to leave the area unharmed and when it is necessary to report encounters to a qualified RPF or biologist.

Wildlife

PDIF NB-2 Nesting Bird Surveys: If work that has the potential to impact nesting birds commences between February 1 and July 31 (during the nesting season), a qualified biologist will conduct a pre-activity survey for nesting birds. Nesting bird surveys will occur within no more than 7 days prior to work to ensure that no nests will be disturbed during vegetation management work. If work pauses for more than 7 days, a follow-up survey will be conducted prior to the restarting of work. Note that the general nesting season between February 1 and July 31 is a guideline, and that birds may begin nesting beforehand, and complete nesting after these dates. Regardless, active nests are protected year-round. Avian nesting season may begin as early as January 1.

PDIF NB-3 Nesting Birds: Active Nest Avoidance: If active nests (i.e., presence of eggs and/or chicks) are observed in areas that could be directly or indirectly disturbed (including noise disturbance), a temporary, species-appropriate no-disturbance buffer zone will be created around the nest sufficient to reasonably expect that breeding would not be disrupted. Contractor shall completely avoid conducting work inside the buffer zone.

PDIF NSO-4 Retain Dusky-footed Woodrat Nests: Dusky-footed woodrats are important prey for northern spotted owls. Project activities shall leave dusky-footed wood rat nests intact. Contractor shall maintain a 3-foot buffer of vegetation around dusky-footed woodrat middens.

PDIF RB-2 Avoidance of Maternity Roosts and Day Roosts: If active maternity roosts or day roosts are found within the project site, or in areas subject to disturbance from work activities, avoidance buffers will be implemented. The buffer size will be determined in consultation with the qualified biologist or RPF. Contractor shall avoid working in the buffer zone.

Sensitive Habitats

PDIF SH-3 Minimization of Pile Burning Disturbance: Pile burning will not be performed in sensitive habitats, such as serpentine-associated communities, wetlands, or riparian areas. If piles are burned on a different day

than piled, the piles should be moved prior to burning to ensure wildlife is not present, such as by re-piling by hand, or a qualified biologist will inspect the pile prior to burning to ensure wildlife are not present. If moving or inspection of the piles is not feasible, the pile will be lit from one side and allowed to burn slowly to the other side, in order to allow any wildlife to relocate, rather than lighting the entire pile at once.

Invasive Plants and Wildlife

PDIF IP-1 Clean Equipment

Contractor, all crew members, and other personnel on-site related to project activities shall clean all clothing, footwear, and equipment used during treatments of soil, seeds, vegetative matter, other debris or seed-bearing material, or water (e.g., rivers, streams, creeks, lakes) before entering the treatment area or when leaving an area with infestations of invasive plants, noxious weeds, known plant pathogens, or invasive wildlife.

PDIF IP-2 Prevent the Spread of Invasive Species and Plant Pathogens

Contractor shall segregate and treat soils and vegetation contaminated with invasive plant seeds and propagules. Treat, as appropriate, to prevent the spread of invasive plants. Treatment may include disposal on site within already infested areas, chipping or pile burning and mulching to eliminate viable seeds, or disposal at an approved cogeneration plant or green waste facility.

Contractor shall minimize soil disturbance to the greatest extent possible to reduce the potential for introducing or spreading invasive plants or plant pathogens, to protect topsoil resources, and to reduce available habitat for the establishment of new invasive plants.

PDIF IP-4 Retain Native Plants

When removing vegetation, Contractor shall focus first on removing invasive and highly flammable species, and dead or diseased vegetation. Contractor shall retain beneficial, low-fire risk native plant species whenever possible.

Geology, Soils, and Mineral Resource

PDIF GEO-3 Soil Saturation and Rain Event Measures: The contractor shall implement the following measures to prevent soil loss and erosion during rain events and following rain events:

- Shut down use of off-road heavy equipment, skidding, and truck traffic when soils become saturated (from rain event) and unable to support the machines. Saturated soil means that soil and/or surface material pore spaces are filled with water to such an extent that runoff is likely to occur.
- Off-road heavy equipment work will be suspended if the National Weather Service forecast is a “chance” (30 percent or more) of rain within the next 24 hours
- Ground disturbing work (e.g., use of heavy equipment, pulling large vegetation) will not occur during rain events (i.e. 0.5 inch of rain or greater in a 48-hour period) and may resume when precipitation stops and soils are no longer saturated. Indicators of saturated soil conditions may include, but are not limited to: (1) areas of ponded water, (2) pumping of fines from the soil or road surfacing, (3) loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts, (4) spinning or churning of wheels or tracks that produces a wet slurry, or (5) inadequate traction without blading wet soil or surfacing materials.
- For activities that involve ground disturbing work and have not been stabilized, inspect for evidence of erosion after the first rain event (i.e., 0.5 inch of rain within a 48-hour or greater period) as soon as is feasible after the event. Any area of erosion that will result in substantial sediment discharge will be remediated within 48 hours.
- For activities that involve ground disturbing work, inspect project areas for the proper implementation of erosion control, as necessary and determined by the qualified personnel (e.g., RPF), prior to the rainy season. If erosion control measures are not properly implemented, the measures will be remediated prior to the first rainfall event.

PDIF GEO-1 Erosion and Soils Loss Stabilization Measures: Contractor shall stabilize soils if a vegetation management activity may leave less than 70 percent groundcover or native mulch/organic material.

For areas between 50 percent and 70 percent ground cover left:

- Sow native grasses and other suitable native vegetation on denuded areas where natural colonization or other replanting will not occur rapidly; use slash or chips to prevent erosion on such areas.

- Use surface mounds, depressions, logs, rocks, trees and stumps, slash and brush, the litter layer, and native herbaceous vegetation downslope of denuded areas to reduce sedimentation and erosion, as necessary to prevent erosion or slope destabilization.
- Install approved, biodegradable erosion-control measures and non-filament-based geotextiles (e.g., coir, jute) when:
- Conducting substantial ground-disturbing work (e.g., use of heavy equipment, pulling large vegetation) within 100 feet and upslope of currently flowing or wet wetlands, streams, lakes, and riparian areas;
- Causing soil disturbance on moderate to steep (10 percent slope and greater) slopes; and
- Removing invasive plants from stream banks to prevent sediment movement into watercourses and to protect bank stability.
- Sediment-control devices, if installed, will be certified weed-free, as appropriate. Sediment control devices will be inspected daily during active work to ensure that they are repaired and working as needed to prevent sediment transport into the waterbodies.

For areas with less than 50 percent ground cover:

- Any of the above measures
- Stabilize with mulch or equivalent immediately after project activities, to the maximum extent practicable.
- If project activities could result in substantial sediment discharge from soil disturbance, as determined by the qualified personnel (e.g., RPF), organic material from mastication or mulch will be incorporated onto at least 75 percent of the disturbed soil surface where the soil erosion hazard is moderate or high, and 50 percent of the disturbed soil surface where soil erosion hazard is low to help prevent erosion.
- Where slash mulch is used, it will be packed into the ground surface with heavy equipment so that it is sufficiently in contact with the soil surface.

Once work is completed, the areas will be inspected at least annually if accessible, until the groundcover exceeds 70 percent or slopes have stabilized, as determined by a qualified professional. At that time, erosion-control and slope-stability devices may be removed.

Hazardous Material and Public Health and Safety

PDIF HAZ-1 Leak Prevention and Spill Cleanup: The contractor shall implement measures that address the following procedures related to the use of hazardous materials during work:

- Proper disposal or management of contaminated soils and materials (i.e., clean up materials)
- Daily inspection of vehicles and equipment for leaks and spill containment procedures
- Emergency response and reporting procedures to address hazardous material releases
- Emergency spill supplies and equipment will be available to respond in a timely manner if an incident should occur
- Response materials such as oil-absorbent material, tarps, and storage drums will be available in the plan area at all times during management activities and will be used as needed to contain and control any minor releases
- The absorbent material will be removed promptly and disposed of properly
- Use of secondary containment and spill rags when fueling
- Discourage “topping-off” fuel tanks
- Workers using fuels or other hazardous materials must be knowledgeable of the specific procedures necessary for hazardous materials cleanup and emergency response
- All diesel and gasoline powered equipment will be maintained per manufacturer's specification, and in compliance with all state and federal emission requirements

PDIF HAZ-5 Protect Vegetation and Special-Status Species from Herbicides:

The contractor shall implement their approved integrated pest management (IPM) procedures when utilizing herbicides, or the following measures if no IPM is in place that addresses herbicide use in sensitive areas:

- Locate herbicide mixing sites in areas devoid of vegetation and where there is no potential of a spill reaching non-target vegetation or a waterway.

- Use only herbicides labeled for use in aquatic environments when working in riparian habitats or other areas where there is a possibility the herbicide could come into direct contact with water. Only hand application of herbicides will be allowed in riparian habitats and only during low-flow periods or when seasonal streams are dry.
- No terrestrial or aquatic herbicides will be applied within Watercourse and Lake Protection Zones (WLPZs) of Class I and II watercourses, if feasible. If this is not feasible, hand application of herbicides labeled for use in aquatic environments may be used within the WLPZ provided that the project proponent notifies the applicable regional water quality control board no fewer than 15 days prior to herbicide application.
- No herbicides will be applied within a 50-foot buffer of federal Endangered Species Act (ESA) or California ESA listed plant species or within 50 feet of dry vernal pools.
- For spray applications in and adjacent to habitats suitable for special-status species, use herbicides containing dye (registered for aquatic use by California Department of Pesticide Regulation, if warranted) to prevent overspray.

PDIF HAZ-4 Application of Herbicides:

- Projects will comply with all herbicide application regulations and ecologically sound integrated pest management principles.
- Herbicide containers will be triple rinsed with clean water at an approved site, and rinsate will be disposed of by placing it in the batch tank for application.
- For herbicide applications occurring within or adjacent to public recreation areas, residential areas, schools, or any other public areas within 500 feet, signs will be posted at each end of herbicide application areas and any intersecting trails notifying the public of the use of herbicides at a minimum 1 day before and 1 day after herbicide use.
- Herbicide drift to public areas or sensitive areas will be minimized through the following measures:
- Application will cease when weather parameters exceed label specifications or when sustained winds at the site of application exceeds 7 miles per hour (whichever is more conservative).
- No herbicide will be applied during precipitation events or if precipitation is forecast 24 hours before or after project activities.
- Spray nozzles will be configured to produce the largest appropriate droplet size to minimize drift.
- Low nozzle pressures will be utilized.
- Spray nozzles will be kept within 24 inches of vegetation, if spraying.

PDIF HAZ-3 Pile Burning: The contractor shall implement the following measures to reduce hazards associated with pile burning:

- Pile burning will only be allowed on days when fire is less likely to spread (e.g., wind speeds are less than 15 mph)
- Piles will only be constructed in areas where burning can be safely controlled, for example, on the flattest area possible. Bottoms of steep, vegetated hills will be avoided.
- Piles should be constructed with 10 feet of clearance around them.
- Piles will be set back from public roads and trails at a distance to minimize risk to the public or cordoned off from the public.
- All requirements of CAL FIRE, the local fire department, and/or the BAAQMD will be met, including any permit, notification, burn bans, and reporting requirements.
- Have fire suppression crews on-site during the fire season determined by CAL FIRE or the local fire department (typically mid-May to mid-November) during curtain and pile burns.
- Pile burning will adhere to BAAQMD criteria pollutant thresholds and Regulation 5 for open burning.

PDIF HAZ-1 Leak Prevention and Spill Cleanup: The contractor shall implement measures that address the following procedures related to the use of hazardous materials during work:

- Proper disposal or management of contaminated soils and materials (i.e., clean up materials)
- Daily inspection of vehicles and equipment for leaks and spill containment procedures

- Emergency response and reporting procedures to address hazardous material releases
- Emergency spill supplies and equipment will be available to respond in a timely manner if an incident should occur
- Response materials such as oil-absorbent material, tarps, and storage drums will be available in the plan area at all times during management activities and will be used as needed to contain and control any minor releases
- The absorbent material will be removed promptly and disposed of properly
- Use of secondary containment and spill rags when fueling
- Discourage “topping-off” fuel tanks
- Workers using fuels or other hazardous materials must be knowledgeable of the specific procedures necessary for hazardous materials cleanup and emergency response
- All diesel and gasoline powered equipment will be maintained per manufacturer's specification, and in compliance with all state and federal emission requirements

PDIF HAZ-2 Wildfire Risk Reduction: The contractor shall implement the following measures during activities that involve the use of equipment that can generate sparks or heat:

- Maintain fire suppression equipment (e.g., shovel, extinguisher) in work vehicles and ensure workers are trained in use
- Closely monitor for ignited vegetation from equipment and tool use
- Train workers to properly handle and store flammable materials to minimize potential ignition sources
- Prohibit smoking in vegetated areas
- Avoid use of spark- and/or heat-generating equipment during high fire danger days (e.g., Red Flag Days and Fire Weather Watch)
- Outfit off-road diesel vehicles and equipment with spark arrestors
- Avoid metal string or blade weed trimmers
- Maintain one fire extinguisher for each chainsaw

PDIF HAZ-5 Protect Vegetation and Special-Status Species from Herbicides: The contractor shall implement their approved integrated pest management (IPM) procedures when utilizing herbicides, or the following measures if no IPM is in place that addresses herbicide use in sensitive areas:

- Locate herbicide mixing sites in areas devoid of vegetation and where there is no potential of a spill reaching non-target vegetation or a waterway.
- Use only herbicides labeled for use in aquatic environments when working in riparian habitats or other areas where there is a possibility the herbicide could come into direct contact with water. Only hand application of herbicides will be allowed in riparian habitats and only during low-flow periods or when seasonal streams are dry.
- No terrestrial or aquatic herbicides will be applied within Watercourse and Lake Protection Zones (WLPZs) of Class I and II watercourses, if feasible. If this is not feasible, hand application of herbicides labeled for use in aquatic environments may be used within the WLPZ provided that the project proponent notifies the applicable regional water quality control board no fewer than 15 days prior to herbicide application.
- No herbicides will be applied within a 50-foot buffer of federal Endangered Species Act (ESA) or California ESA listed plant species or within 50 feet of dry vernal pools.
- For spray applications in and adjacent to habitats suitable for special-status species, use herbicides containing dye (registered for aquatic use by California Department of Pesticide Regulation, if warranted) to prevent overspray.

Noise

PDIF NOI-1 Minimization of Noise Disruption to Nearby Neighbors and Sensitive

Receptors: All projects will comply with applicable local noise ordinances. The contractor shall use and maintain all powered equipment and power tools to manufacturer specifications. All diesel- and gasoline-powered treatment equipment will be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations.

- Measures to minimize noise disruption to nearby neighbors and sensitive receptors will be implemented as needed. These measures may include but are not limited to:
- Using noise control technologies on equipment (e.g., mufflers, ducts, and acoustically attenuating shields)
- Locating stationary noise sources (e.g., pumps and generators) away from sensitive receptors
- Close engine shrouds during equipment operations
- Shut down equipment when not in use. Equipment will not be idled unnecessarily
- Operate heavy equipment during daytime hours if such noise would be audible to receptors (e.g., residential land uses, schools, hospitals, places of worship)
- Locate project activities, equipment, and equipment staging areas away from nearby noise-sensitive land uses (e.g., residential land uses, schools, hospitals, places of worship), to the extent feasible

Transportation

PDIF TR-1 Emergency Access to Project Areas: The contractor shall implement the following measures to maintain emergency access:

- Clear roads blocked or obstructed for maintenance activities to allow vehicles to pass in the event of any emergency
- During temporary lane or road closures on public roads, utilize flaggers equipped with two-way radios where needed to control traffic. During an emergency, flaggers will radio to the crew to cease operations and reopen the public road to emergency vehicles.
- All authorized vehicles at the treatment site will be parked to not block roads.

PDIF TR-2 Traffic Control Measures: Contractor shall implement the following traffic control measures to maintain traffic and pedestrian circulation on streets affected by project activities:

- Maintain a minimum of twelve (12) foot travel lanes on public roads unless otherwise approved.
- All traffic control devices will conform to the latest edition of the MUTCD, and as amended by the latest edition of the MUTCD California supplement.
- Any work that disturbs normal traffic signal operations and ensures proper temporary traffic control (lane shifts, lane closures, detours etc.) will be coordinated with the agency having jurisdiction, at least 72 hours prior to commencing work.
- Flaggers and/or warning signage of work ahead.
- Maintaining access to driveways and private roads unless other arrangements have been made.
- Traffic control devices will be removed from view or covered when not in use.
- Sidewalks for pedestrians will remain open if safe for pedestrians. Alternate routes and signage will be provided if pedestrian routes are to be closed.
- Scheduling truck trips during non-peak hours to the extent feasible.

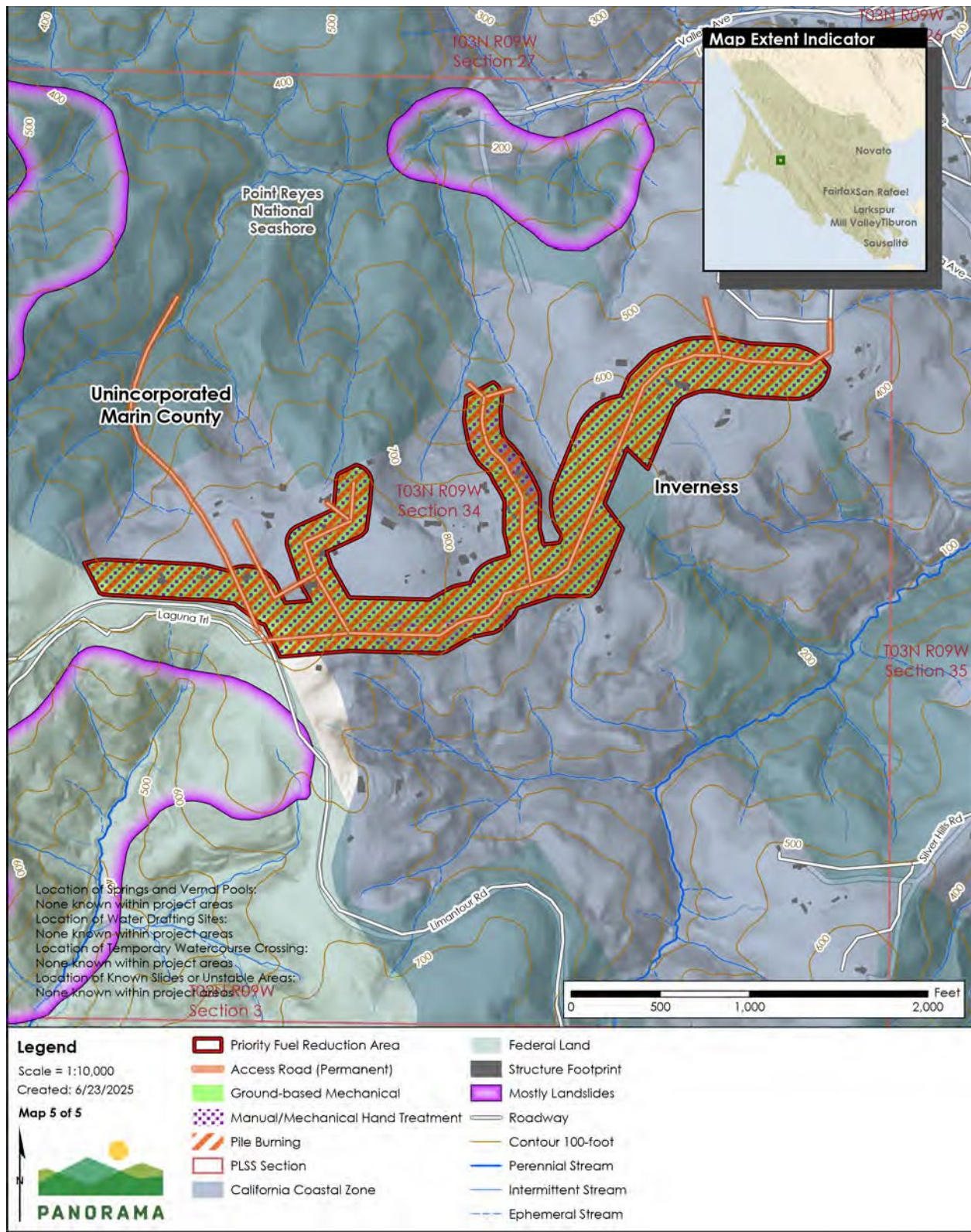
PDIF TR-1 Emergency Access to Project Areas: The contractor shall implement the following measures to maintain emergency access:

- At least one week prior to temporary lane or full closure of a public road for vegetation management-related work, the appropriate emergency response agency/agencies will be contacted with jurisdiction to ensure that each agency is notified of the closure and any temporary detours in advance and obtain all required encroachment permits
- In the event of any emergency, roads blocked or obstructed for maintenance activities will be cleared to allow the vehicles to pass.
- During temporary lane or road closures on public roads, flaggers equipped with two-way radios will be utilized where needed to control traffic. During an emergency, flaggers will radio to the crew to cease operations and reopen the public road to emergency vehicles.
- All authorized vehicles at the treatment site will be parked to not block roads when no operator is present to move the vehicle.

Appendix 3: Scope of Services

- I. Treatment Area
 - A. Project work will occur in the area identified in Figure 1 below, under the MWPA funded project, the Inverness Seahaven Project. The project intersects private land and the Tomales Bay State Park. Work may also occur along public and private roadways.
 - B. Contractor shall determine the boundaries of the work site using MWPA-provided Avenza maps and shall ensure that at least one (1) crew member, that is trained to use Avenza, is on-site daily.
- II. Treatment Method
 - a. Mowing
 - i. Contractor shall maintain 3 to 4 inches of grass on the site
 - ii. Contractor shall only conduct work in areas approved by MWPA vegetation management staff.
 - iii. Contractor shall have the ability to identify target species for removal. MWPA vegetation management staff may train the crew on target species, if needed.
 - iv. Contractor shall coordinate with MWPA to avoid steep slopes and unstable areas.
 - b. Broom Removal
 - i. Contractor shall remove invasive broom plants by the root using hands or weed wrenches.
 - c. Woody Debris Removal
 - i. Contractor shall prune trees 6-8 feet above ground, or no more than 1/3 of tree's height.
 - ii. Contractor shall remove all down debris that is under 6 inches in diameter.
 - d. Tree Removal
 - i. Contractor shall remove non-native trees up to 8" DBH at their discretion to minimize overall fuel load and reduce vertical continuity of fuel near structures and on slopes. Native trees shall not be removed unless specifically approved by MWPA vegetation management staff.
- III. Site Access
 - A. Project work may occur along public and private roadways. Lane or partial lane closures may be necessary for work along the roadways.
 - B. Access points will be provided to Contractor prior to the start of work.
- IV. Work Hours
 - A. Work will be conducted during weekdays between 7:30am and 4:30pm. No work will occur on MWPA recognized holidays, provided by MWPA staff.
 - B. Contractor shall update MWPA vegetation management staff on work completed weekly.
- V. Environmental Considerations
 - A. Contractor shall ensure that all personnel involved with the project receive mandatory environmental training to be provided by MWPA consultants. Contractor shall comply with all measures addressed in the environmental training.
 - B. Contractor shall not work outside of project area on provided map. Areas outside of provided map have not been surveyed by a biologist and are not approved for work.
 - C. Contractor shall observe all flagging tape within the work areas and avoid conducting any treatments or walking through no-work zones for nesting birds and environmentally sensitive areas.

Figure 1



Appendix 4: Rate sheet

***Forster & Kroeger
Landscape Maintenance, Inc.***
77 Larkspur Street, San Rafael CA 94901
415-456-6684 office, 415-453-2978 fax

Proposal

Date: 5/21/24
Site: All Locations.

Submitted To:
Contact: Elizabeth Neill
Company: Novato Fire District
Phone: (415) 858-9037
Email: eneill@novatofire.org

Submitted By:
Contact: Raul Garcia
Company: Forster & Kroeger
Phone: (415) 456-6684
Email: raul@forster-kroeger.com

Description of Work: Fire fuel reduction.

Location of Work: All Locations.

Scope of Work: Below is the 2024 rate sheet.

1. Crew Leader	\$80.00/per hour
2. Crew Member	\$75.00/per hour
3. Pest Control Operator	\$75.00/per hour
4. Irrigation Specialist	\$80.00/per hour
5. 5-person crew w/chipper	\$2,800.00/ per day

Additional Comments: Price includes labor and equipment.

Client Authorization to Proceed:

➤ _____
Signature Date

Appendix 5: Labor Code Compliance

Notice to Contractors and Subcontractors Regarding Public Works Projects

This is a Public Works Project. The California Department of Industrial Relations ("DIR") requires the Marin Wildfire Prevention Authority ("Marin Wildfire") to provide this notice to all contractors and subcontractors who work on Public Works projects.

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]: <http://www.dir.ca.gov/Public-Works/Contractors.html>
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
- Public Works projects are subject to prevailing wages. The applicable wage rates are available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
- Every contractor will be required to secure the payment of workers compensation to his or her employees. Labor Code Section 1860.
- Prime contractors must post job site notices informing all employees of Prevailing Wage Law. Labor Code Section 1771.4.
- Contractors and subcontractors must furnish electronic certified payroll records (eCPR's) directly to the Labor Commissioner aka DLSE. Click on this link for reporting help. <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>
- Pursuant to Cal. Civil Code section 9550 if a project is in excess of \$25,000 Contractor shall, before commencement of work, give a payment bond to and approved by Marin Wildfire.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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Amendment 1 to Task Order No. F&K-25-005

This Amendment 1 is issued pursuant to Task Order No. F&K-25-005, dated November 5, 2025 ("Task Order"), issued pursuant to the Master Services Agreement F&K-24, dated January 19, 2024 ("Agreement") by and between Marin Wildfire Prevention Authority ("MWPA") and Forster & Kroeger Landscape Maintenance, Inc. ("Contractor"). Any term not otherwise defined herein shall have the meaning ascribed to it in the Agreement.

Section 5 of the Task Order is replaced in its entirety with the following:

Services will begin no sooner than November 6, 2025 (the "Commencement Date") and terminate on December 31, 2026 (the "Completion Date"). Notwithstanding the duration of the time between the Commencement Date and the Completion Date shown herein, MWPA may terminate this Task Order at any time. The term of this Task Order may be extended for up to an additional 6 months upon mutual written agreement of the Parties. Such extension must be authorized and executed in writing by the Executive Officer on behalf of MWPA. Any such extension shall specify the duration of the extended term of this Task Order, as mutually agreed by the Parties.

Section 6 of the Task Order is replaced in its entirety with the following:

The total authorized payment under this Task Order will not exceed \$243,145 (**Appendix 4**, "Fee Schedule"). These services are being performed as a Public Works Project pursuant to **Appendix 5**.

Appendix 3, Figure 1 is replaced in its entirety with the attached Figure 1.

All other terms and conditions of the Task Order remain in effect.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority have executed this Task Order Amendment as of the day, month and year written below.

"Contractor"

By: _____
Its: _____
Date: _____

"MWPA"

By: _____
Its: Executive Officer
Date: _____

STAFF REPORT

FOR THE MEETING OF SEPTEMBER 17, 2026

To: Marin Wildfire Prevention Authority Board of Directors

From: Anne Crealock, Planning and Program Manager

Subject: Acknowledgement of Environmental Compliance and Project Approval for Core Proposals: “Novato Core Direct Assistance and Novato Hazardous Vegetation Removal Programs” and “Southern Marin Zone Tamalpais Homestead Valley Fuel Break Expansion Project”

RECOMMENDATION:

Staff recommends that the Board take the following actions related to the “Novato Core Direct Assistance and Novato Hazardous Vegetation Removal Programs” and the “Southern Marin Zone Tamalpais Homestead Valley Fuel Break Expansion Project” (collectively, “Projects”):

(1) acknowledge completion of environmental compliance for the Projects as statutorily exempt under Public Resources Code (PRC) sections 21080.49(c) and 21080.49(d); and

(2) approve the Projects.

BACKGROUND:

On May 21, 2026, the Marin Wildfire Board of Directors approved a Work Plan for Fiscal Year 2026-2027 which outlines the priorities that Marin Wildfire and member agencies intend to pursue in fiscal year 2026-27. As with prior annual Work Plans, the FY 2026-27 Work Plan allocates funding to new projects and programs as well as continued implementation or maintenance of projects identified in previous Work Plans. Each 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. Board approval of each Marin Wildfire Work Plan enables full funding of those proposals for which no environmental compliance is required, as well as funding of environmental compliance activities for those proposals

that will be evaluated under the California Environmental Quality Act (CEQA) and other local, state, and federal regulations.

For each Core proposal requiring environmental review, Marin Wildfire staff and consultants work with member agencies to complete that review. Marin Wildfire staff then presents the associated documentation to the Board to demonstrate that environmental review is complete and to seek Board approval of the project. Once approved, Marin Wildfire will release full funding for implementation of the project.

ANALYSIS

Novato Core Direct Assistance and Novato Hazardous Vegetation Removal Programs

Activities included as part of the Novato Core Direct Assistance and Novato Hazardous Vegetation Removal Programs would include removal of hazardous accumulated ground, ladder fuels, and hazard trees within up to 200 feet of structures in the Novato Zone. The Programs are intended to enhance defensible space and reduce flammable vegetation within and adjacent to neighborhoods. Over half of the Novato Zone is in high or very high fire hazard severity zones. Treatments could occur in targeted locations on an as-needed basis with local private landowners throughout the Novato Zone, which is consistent with enhanced defensible space and fuel breaks that extend up to 200 feet from structures.

The Novato Fire Protection Department (Novato Fire), as the lead agency, has determined that the Novato Core Direct Assistance and Novato Hazardous Vegetation Removal Programs are statutorily exempt under Public Resources Code (PRC) sections 21080.49(c) and 21080.49(d). Marin Wildfire, as the responsible agency under CEQA, concurs with Novato Fire's determination that the proposed projects are exempt from CEQA. A project exempt in accordance with PRC section 21080.49(c) involves establishment or enhancement of residential home hardening or defensible space for wildfire risk reduction within 200 feet of a legal structure located in a high or very high wildfire hazard zone, and under section 21080.49(d), consists of a fuel break that extends up to 200 feet from structures, including the clearance of flammable vegetation and trees less than 12 inches in diameter as measured at chest height.

Southern Marin Zone Tamalpais Homestead Valley Fuel Break Expansion Project

The Southern Marin Zone Tamalpais Homestead Valley Fuel Break Expansion Project would remove hazardous accumulated ground, ladder fuels, and hazard trees on private lands within up to 200 feet of structures in Tamalpais-Homestead Valley to create a fuel break in a 170-acre area. The scope of the proposed project shown in Figure 1 is consistent with a fuel break and enhanced defensible space that extends up

to 200 feet from structures. The project area includes portions that were previously addressed by the Southern Marin Zone Tamalpais Valley/Homestead Fuel Break Project and that project's Notice of Exemption that was approved by the Marin Wildfire Board of Directors and filed in April 2022.

This project is also adjacent to existing and potential fuel reduction areas on National Park Service (NPS) Golden Gate National Recreation Area (GGNRA) lands and together would create a larger, contiguous fuel break within the Tamalpais-Homestead Valley. The NPS certified the GGNRA, Muir Woods National Monument, and Fort Point National Historic Site Fire Management Plan Final Environmental Impact Statement and Record of Decision on February 23, 2006, which covers fuel reduction projects on GGNRA land (National Park Service 2006). In accordance with Sections 2.2 and 3.6 of the 2015 NPS National Environmental Protection Act (NEPA) Handbook, it is anticipated that treatments on GGNRA lands would satisfy the requirements for a Memorandum to File and will be reviewed by the appropriate GGNRA Interdisciplinary Team. Once determined to be consistent with a fuel reduction and thinning project on federal land for which NEPA was already conducted, a Memorandum to File will be filed with NPS and treatments can commence on GGNRA lands.

The Southern Marin Fire Department (SMFD), as the lead agency, has determined that the Southern Marin Zone Tamalpais Homestead Valley Fuel Break Expansion Project is statutorily exempt under Public Resources Code (PRC) sections 21080.49(c) and 21080.49(d). Marin Wildfire, as the responsible agency under CEQA, concurs with SMFD's determination that the proposed project is exempt from CEQA. A project exempt in accordance with PRC section 21080.49(c) involves establishment or enhancement of residential home hardening or defensible space for wildfire risk reduction within 200 feet of a legal structure located in a high or very high wildfire hazard zone, and under section 21080.49(d), consists of a fuel break that extends up to 200 feet from structures, including the clearance of flammable vegetation and trees less than 12 inches in diameter as measured at chest height.

FISCAL IMPACT

This action would allow Core funds allocated to the Projects to be dispersed for implementation, including up to up to \$160,000 for the "Novato Core Direct Assistance and Novato Hazardous Vegetation Removal Programs" and up to \$100,000 for the "Southern Marin Zone Tamalpais Homestead Valley Fuel Break Expansion Project" as identified in the FY026-27 Work Plan.

ENVIRONMENTAL IMPACT

The Projects are statutorily exempt under Public Resources Code (PRC) sections 21080.49(c) and 21080.49(d). Section 21080.49, "Fire Protection Projects" is a statutory exemption approved on June 30, 2025 that applies to specified wildfire risk

reduction projects. Unlike categorical exemptions, these statutory exemptions do not require an analysis of potentially applicable exceptions. Rather, statutory exemptions apply to particular types of projects or activities the Legislature has determined should be exempt as a matter of policy. Please see attached Statutory Exemption Determination Memoranda for both Projects. (Attachments 1 and 2).

Respectfully submitted,

Anne Crealock, Planning and Program Manager

Attachments:

1. Notice of Exemption and Memorandum for the Novato Core Direct Assistance and Novato Hazardous Vegetation Removal Programs
2. Notice of Exemption and Memorandum for the Southern Marin Zone Tamalpais Homestead Valley Fuel Break Expansion Project

Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From (Public Agency):
Novato Fire Protection District
95 Rowland Way
Novato, CA 94945

County Clerk County of: Marin
Marin Civic Center
3501 Civic Center Dr., Suite 234,
San Rafael, CA 94903

Project Title: Novato Core Direct Assistance and Novato Hazardous Vegetation Removal Programs

Project Applicant: Novato Fire Protection District

Project Location – Specific: Within 200 feet from structures within the Novato Fire Protection District jurisdiction.

Project Location – City:
City of Novato

Project Location – County:
Marin County

Description of Nature, Purpose and Beneficiaries of Project:

The purposes of the proposed projects are as follows:

- provide direct assistance to homeowners in the Novato Zone to enhance defensible space and existing adjacent fuel reduction projects to increase wildfire resiliency across the communities under the Novato Core Direct Assistance Program; and
- provide direct assistance to homeowners to provide targeted removal of invasive and introduced trees and plants that pose a wildfire hazard or could impede emergency evacuation, under the Novato Hazardous Vegetation Removal Project.

Name of Public Agency Approving Project: Novato Fire Protection District

Name of Person or Agency Carrying Out Project: Novato Fire Protection District

Exempt Status (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Common Sense Exemption (Sec. 15061(b)(3));
- ☐ Categorical Exemption. State type and section number:
- ☒ Statutory Exemptions. State code number: Public Resources Code (PRC)
sections 21080.49(c) and 21080.49(d)

Reasons why project is exempt:

The project is statutorily exempt under Public Resources Code (PRC) sections 21080.49(c) and 21080.49(d). A project exempt in accordance with PRC section 21080.49(c) involves establishment or enhancement of residential home hardening or defensible space for wildfire

risk reduction within 200 feet of a legal structure located in a high or very high wildfire hazard zone, and under section 21080.49(d), consists of a fuel break that extends up to 200 feet from structures, including the clearance of flammable vegetation and trees less than 12 inches in diameter as measured at chest height. The proposed projects would remove hazardous accumulated ground, ladder fuels, and hazard trees within up to 200 feet of structures in the Novato Zone to enhance defensible space and reduce flammable vegetation and trees. Over half of the Novato Zone is in high or very high fire hazard severity zones. The treatments under the proposed projects could occur in targeted locations on an as-needed basis with local private landowners throughout the Novato Zone, as shown in Figure 1, which is consistent with enhanced defensible space and fuel breaks that extend up to 200 feet from structures.

Lead Agency Contact Person:

Lynne Osgood

Area Code/Telephone/Extension:

415.878.2693

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?
Yes ☐ No ☐

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency

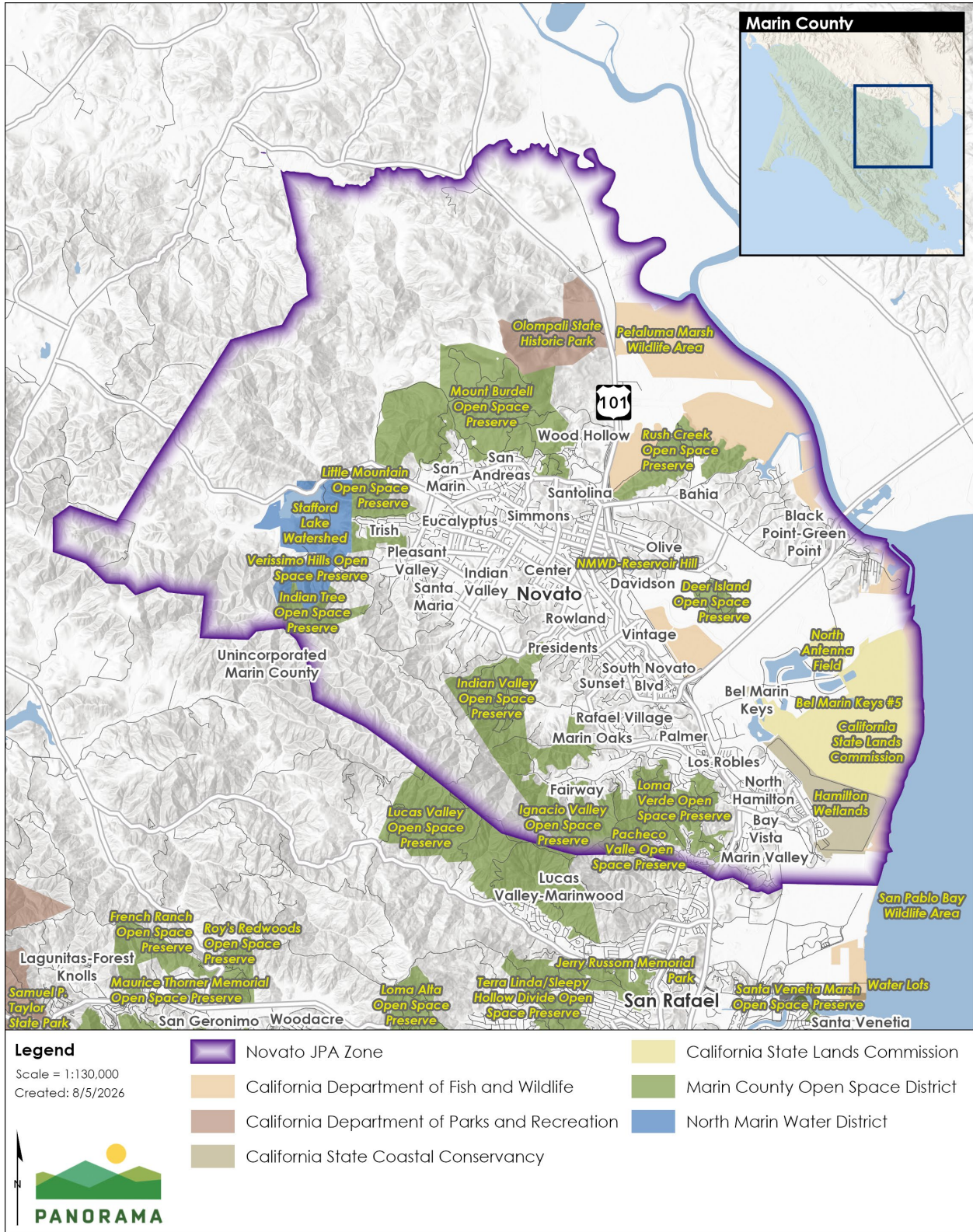
☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.

Date Received for filing at OPR:

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Figure 1 Project Location



Novato Core Direct Assistance and Novato Hazardous Vegetation Removal Programs

September 17, 2026

Page 1

Date: September 17, 2026

Project: Novato Core Direct Assistance and Novato Hazardous Vegetation Removal Programs

Exemption Summary

The Novato Fire Protection Department (Novato Fire), as the lead agency, has determined that the Novato Core Direct Assistance and Novato Hazardous Vegetation Removal Programs (proposed projects) are statutorily exempt under Public Resources Code (PRC) sections 21080.49(c) and 21080.49(d). The Marin Wildfire Prevention Authority (Marin Wildfire), as the responsible agency under CEQA, concurs with Novato Fire's determination that the proposed projects are exempt under CEQA. A project exempt in accordance with PRC section 21080.49(c) involves establishment or enhancement of residential home hardening or defensible space for wildfire risk reduction within 200 feet of a legal structure located in a high or very high wildfire hazard zone, and under section 21080.49(d), consists of a fuel break that extends up to 200 feet from structures, including the clearance of flammable vegetation and trees less than 12 inches in diameter as measured at chest height.

The proposed projects would remove hazardous accumulated ground, ladder fuels, and hazard trees within up to 200 feet of structures in the Novato Zone to enhance defensible space and reduce flammable vegetation within and adjacent to neighborhoods. Over half of the Novato Zone is in high or very high fire hazard severity zones. The treatments under the proposed projects could occur in targeted locations on an as-needed basis with local private landowners throughout the Novato Zone, as shown in Figure 1, which is consistent with enhanced defensible space and fuel breaks that extend up to 200 feet from structures.

Marin Wildfire Background

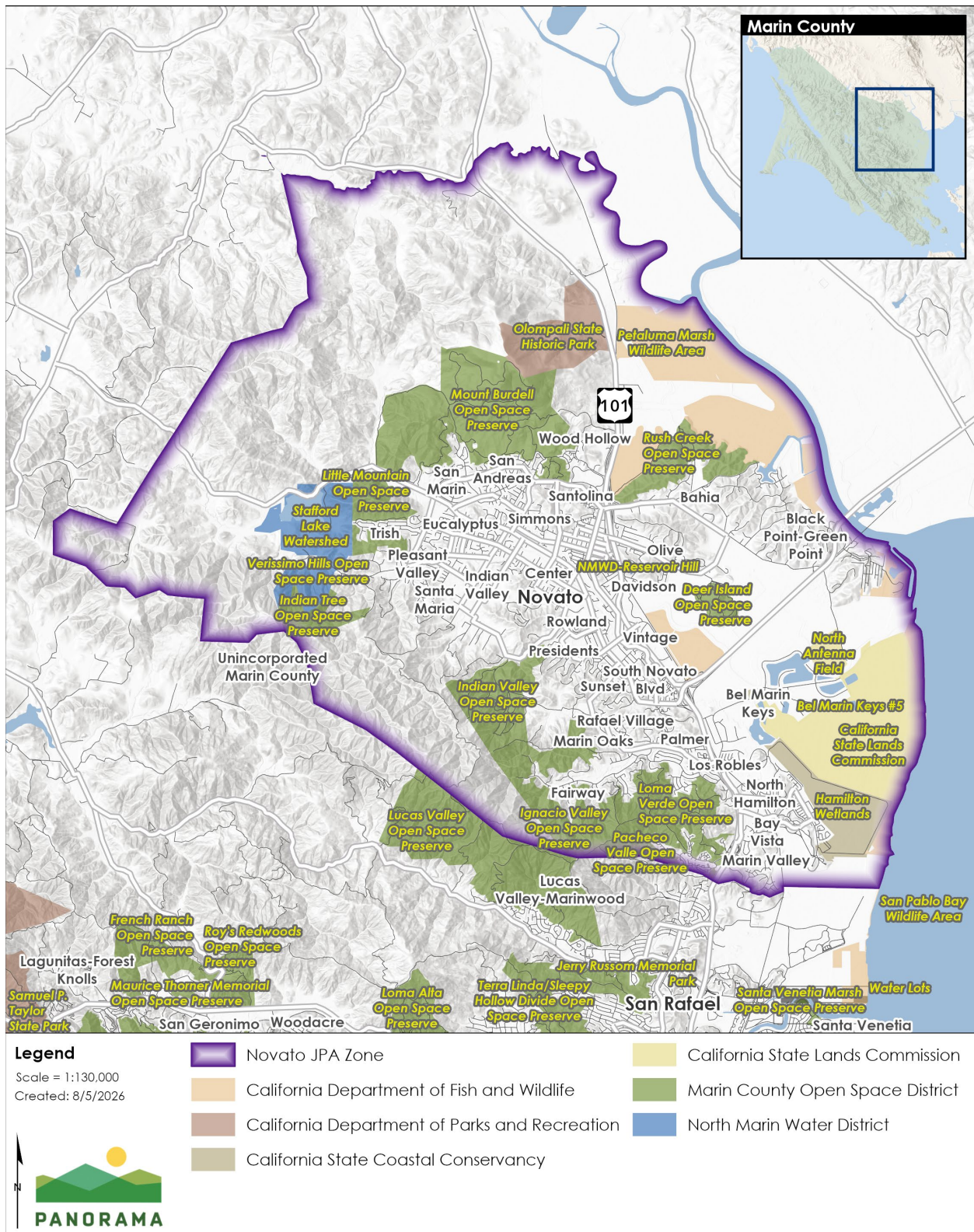
Marin County voters passed Measure C in 2020, which established a 17-member Joint Powers Authority, Marin Wildfire, to fund and oversee proactive state-of-the-art wildfire prevention and preparedness efforts within the County. Members include several cities and towns, fire protection districts, and community service districts. Marin Wildfire was formed to develop and implement a comprehensive wildfire prevention and emergency preparedness plan throughout almost all of Marin County. This proposed project is a Core Project that is funded by and within the purview of the Marin Wildfire. Core Projects include those projects that focus on wildfire detection, notification, and evacuation; vegetation management and fire hazard reduction; grants management; and public education.

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Figure 1 **Project Location**



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Purpose and Need

The purposes of the proposed projects are as follows:

- provide direct assistance to homeowners in the Novato Zone to enhance defensible space and existing adjacent fuel reduction projects to increase wildfire resiliency across the communities under the Novato Core Direct Assistance Program; and
- to provide direct assistance to homeowners to provide targeted removal of invasive and introduced trees and plants that pose a wildfire hazard or could impede emergency evacuation, under the Novato Hazardous Vegetation Removal Project.

Project Description

Novato Core Direct Assistance Program

Since 2020, Novato Fire has provided matching reimbursable grants to Novato residents, funded by Measure C through Marin Wildfire. The Novato Core Direct Assistance program will be an additional free resource to Novato residents. This program targets plants that are often identified as hazards in defensible space home evaluation programs, such as juniper and Italian cypress, within Zones 0 and 1. It could also include hazardous vegetation up to 200 feet from structures depending upon the level of risk the hazard presents. Novato Fire's vegetation management team and wildfire mitigation specialists will manage a landscape contractor to conduct hazardous vegetation removal for this program at least one week each month. For a resident to be eligible for this program, they must receive a free wildfire mitigation assessment from one of Novato Fire's certified wildfire mitigation specialists. This is a 30- to 45-minute educational assessment that identifies wildfire risks to the home and property.

Novato Hazardous Vegetation Removal Project

Novato Fire manages multiple fuel reduction projects adjacent to private parcels within their jurisdiction. This program will focus on private properties located adjacent to existing fuel reduction projects or within moderate, high, or very high fire hazard severity zones. The program targets hazardous, invasive vegetation and dead and down woody debris in previously untreated areas within 200 feet of the habitable structures. The program is invitation-based, and Novato Fire will manage the contractors to perform the vegetation removal work.

Treatment Methods

Potential vegetation treatments will include invasive plant and hazardous tree removal, dead and down vegetation removal, and pruning trees up 6 to 8 feet above ground within up to 200 feet from structures. Project treatments would include handheld manual and mechanical fuel reduction using chainsaws, weed whackers, loppers, pole pruners, and other similar handheld tools. The treatment activities would be conducted by hand crews to create vertical and horizontal clearance. Any tree trimming or removal work that may require the limited use of large machinery such as bucket trucks would be typical of residential tree work already occurring throughout Marin County. Off-road tracked chippers may be used, where appropriate. A trailer-mounted chipper would be operated from on or adjacent to nearby roads and fire roads. The work completed would only include above-ground vegetation removal. Stump grinding or stump removal is not included as a treatment.

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Cut stumps of non-native, invasive shrubs and trees—such as broom, Italian cypress, juniper, and eucalyptus species—may be treated with herbicide with the active ingredient triclopyr (e.g., Garlon 4), if permitted per the land managers/owners. Italian cypress and juniper are known fire hazards due to their dry, woody vegetation and high oil concentration. The vegetation would be cut with tools and then herbicide applied immediately after treatment using spot treatments such as the painted cut-stump or other targeted application methods to prevent regrowth. These methods have been found to have the best success rate for control of certain species, including broom (Oneto et al. 2010). Herbicides would not be applied within 24 hours of a known rain event and signs would be posted at the project site within or adjacent to public recreation areas, residential areas, schools, or any other public areas at least 1 day prior to application and would remain posted on-site at least 1 day following application (PDIF HAZ-4).

Disposal

Project debris would be disposed of through pile burning, lop and scatter, chipping and broadcasting, or chipping and hauling, depending on the location and condition of the work area. When chipping, the vegetative material would be fed through the chipper and broadcast at treatment areas or hauled away for disposal. Chipped material spread on site would be chipped to under 3 inches in size and would be applied 2 to 4 inches in depth at most to minimize wildfire risk.

Cut material may be pile-burned depending upon the conditions of the work area. Suitable treatment areas are typically flat or have gentle slopes and have open areas away from tree canopies and power lines. Areas selected for pile burning would be away from waterways. Piles would generally be 4 feet in diameter and 4 feet in height, but pile dimensions may vary. Multiple piles may be burned on a single day. Pile burning would be conducted in compliance with Bay Area Air District (BAAD) Regulation 5 for open burning and burn day restrictions.

Workers

A single contractor crew would consist of 5 to 10 workers at a single location. Several crews may be working at the same time across the Novato zone to address needs for both programs.

Site Access

Treatment areas would be accessed via existing roads, fire roads, and trails to the maximum extent feasible. Private residences may be used as access points with the landowner's permission.

Schedule and Duration

All work would be performed on weekdays generally between 7:00 am and 5:00 pm. All noise-generating activities would comply with the relevant noise ordinance. Most of the defensible space treatments would be expected to occur between the months of July and October each year, but could occur throughout the year, as appropriate.

Project Design and Implementation Features

Marin Wildfire has developed specific design and implementation features adapted from several source documents referenced in footnotes after each name that will be incorporated as applicable into the project design and implementation for each of its projects. The following specific project design and implementation measures are part of the proposed projects:

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CUL-1 Training¹

For all activities with the potential for ground disturbance (excluding prescribed herbivory, vegetation and tree trimming, and hand pulling smaller vegetation) all contractors and crew will receive training prepared by and/or conducted by a qualified archaeologist (who meets the U.S. Secretary of Interior's professional standards set forth in 48 FR Parts 44738-44739 and Appendix A to 36 CFR Part 61) prior to beginning work. The Tribal Heritage Preservation Officer(s) (THPO) from a local tribe (Federated Indians of Graton Rancheria [Graton Rancheria]) will be notified of the opportunity to attend and/or train crews. The training will address the potential for encountering subsurface cultural resources, recognizing basic signs of a potential resource, understanding required procedures if a potential resource is identified including reporting the resource to a qualified archaeologist and/or THPO, as appropriate, and understanding all procedures required under Health and Safety Code § 7050.5 and PRC §§ 5097.94, 5097.98, and 5097.99 for the discovery of human remains.

CUL-2 Unanticipated Discovery²

In the event that a previously unidentified cultural resource is discovered during implementation of an activity all work within a minimum of 150 feet of the discovery will be halted. The resource will be located, identified, and recorded in the Marin Wildfire cultural resources GIS database.

The boundaries around the buffered resource will be temporarily marked, such as with fencing or flagging. A qualified archaeologist will inspect the discovery and determine whether further investigation is required. Data regarding archaeological resources will be kept confidential per law. As appropriate, the qualified archaeologist will inform Graton Rancheria's THPO of the discovery. If the discovery can be avoided and no further impacts will occur, the resource will be documented on California State Department of Parks and Recreation cultural resource record forms and no further effort will be required. If the project proponent wishes to continue work in the area, only work performed using hand tools or powered hand tools is allowed, work cannot include ground disturbance and the work area can only be accessed on foot as determined acceptable by the qualified cultural resource specialist/archaeologist.

Alternatively, the qualified archaeologist and/or THPO or tribal monitor will evaluate the resource and determine whether it is:

- Eligible for the CRHR (and a historical resource for purposes of CEQA),
- A unique archaeological resource as defined by CEQA, and/or
- A potential tribal cultural resource (all archaeological resources could be a tribal cultural resource).

If the resource is determined to be neither a unique archaeological, an historical resource, nor a potential tribal cultural resource, work may commence in the area.

¹ Adapted from measures in the Marin Municipal Water District, Final Program Environmental Impact Report for the Biodiversity, Fire, and Fuels Integrated Plan (BFFIP EIR), October 2019.

² Adapted from measures in the Midpeninsula Regional Open Space District, Wildland Fire Resiliency Program Final Environmental Impact Report (WFRP EIR), May 2021.

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If the resource meets the criteria for either a historical resource, unique archaeological resource, and/or tribal cultural resource, work will remain halted in the buffered area around the resource. No work will occur within the buffered area except those methods previously discussed as determined acceptable by the qualified archaeologist and/or THPO or tribal monitor. After work is completed, all cultural resource delineators (e.g., flags or fencing) will be removed in order to avoid potential vandalism, unauthorized excavation(s), etc.

CUL-3 Cultural Resource Investigation²

Prior to implementation of vegetation management activities that have potential for intensive ground disturbance below the ground surface, significant heat from a burn, or use of heavy equipment off established roads and trails, a qualified archaeologist will conduct a records search and/or site-specific survey of the project areas where such disturbances could occur. Monitoring may also be identified by the qualified archaeologist as an appropriate measure to avoid damage or destruction of previously documented or potential resources (e.g., areas with a high sensitivity for buried resources) if conducting activities in the vicinity. Outreach with Graton Rancheria will be conducted as early as feasible to obtain information regarding culturally sensitive areas and/or the location of tribal cultural resources within the project areas. Graton Rancheria will be notified of the opportunity to attend any surveys or monitoring, if there is the known or potential presence for precontact resources. Any information provided by Graton Rancheria and/or tribal monitor(s) is confidential and exempt from public disclosure in accordance with statutory and regulatory requirements (Cal. Gov. Code § 6254(r), 6254.10; PRC § 5097.98(c); Cal. Code Regs. § 15120(d); 40 CFR § 1516.9; PRC § 21082.3 (c)(1)). Records searches, field survey results, and monitoring results will be shared with Graton Rancheria, as appropriate. Resources found during the records search, tribal outreach, survey, and/or monitoring will be flagged for avoidance with an appropriate buffer identified by the qualified archaeologist, or the qualified archaeologist may identify modifications to the prescriptions using only hand tools or powered hand tools and access by foot with no ground disturbance, provided it would avoid all impacts to the resources. Any resource found during the site survey will be documented on California State Department of Parks and Recreation cultural resource record forms and a survey report will be completed for every cultural resource survey completed. The specific requirements will comply with the applicable state or local agency procedures.

CUL-4 Native American Project Notification

For core projects subject to a CEQA determination or compliance and requiring Marin Wildfire Board of Directors' approval, Graton Rancheria will be notified and project maps and/or spatial data provided for projects that will potentially entail ground disturbance. Any input from Graton Rancheria regarding specific resources that could be affected will be considered during project implementation through the methods of avoidance as described in CUL-3.

CUL-5 Cultural Resources Monitoring

Based on the results of CUL-3 and -4, cultural resources monitoring may be conducted in order to avoid impacts to known resources. In addition to flagging the resource for avoidance (as described in CUL-3) if monitoring is conducted, a qualified archaeologist will be present during ground disturbance work to ensure the known resources are avoided and protected during project implementation, and if the resource is identified to be pre-contact archaeological and/or

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a tribal cultural resource, a tribal monitor will be invited to attend during the ground disturbance work.

ET-1 Environmental Training for Biological Resources^{3,4}

All crew members and contractors will receive training from a qualified registered professional forester (RPF) or biologist prior to beginning a treatment project where sensitive biological resources could occur in the work areas. The training will describe the appropriate work practices necessary to effectively implement the appropriate project design and implementation features and to comply with the applicable environmental laws and regulations. The training will include the identification, relevant life history information, and avoidance of potentially present special-status species with potential to occur; identification and avoidance of sensitive natural communities and habitats with the potential to occur in the treatment area; best management practices; and reporting requirements. As appropriate, the training will include protocols for work, such as specific trimming methods, where applicable. The training will instruct workers when it is appropriate to stop work and allow wildlife encountered during treatment activities to leave the area unharmed and when it is necessary to report encounters to a qualified RPF or biologist. The qualified RPF or biologist will immediately contact the California Department of Fish and Wildlife (CDFW) or United States Fish and Wildlife Service (USFWS), as appropriate, if any wildlife protected by the CE Species Act (CESA) or Federal Endangered Species Act (ESA) is encountered and cannot leave the site on its own (without being handled).

ES-1 Environmental Surveys for Rare Plants

Within areas where rare and special-status plants have a moderate to high potential to occur, based on desktop data of habitat types, known site-specific information, and the professional judgment of qualified biologists, surveys will be conducted prior to any activity that has the potential to damage perennial plants or is proposed to occur during the flowering season for the specific annual plant species that has the potential to damage the flowering body and seeds of these plant species. Activities that have the potential to damage the flowering body may include but may not be limited to mowing, weed whacking, off-road vehicle and heavy equipment use, discing, and prescribed burning.

Surveys for rare plants will occur for these species across the entire project footprint. Surveys will occur during the blooming period, if feasible, and will occur prior to work for the specified special-status plant. If blooming period surveys are not feasible and the sensitive plant in question can be keyed to genus outside of the blooming period, surveys will be conducted for all members of the genus. Individuals will be flagged for avoidance or modified methods. Physical avoidance will include flagging, fencing, stakes, or clear, existing landscape demarcations (e.g., edge of a roadway) to delineate the boundary of the avoidance area around the suitable habitat and removal after completion. For physical avoidance, a buffer may be implemented as determined necessary by the biologist. Sensitive species damage or loss avoidance may include implementation of appropriate species-specific no-activity buffers around sensitive

³ Adapted from the measures in the East Bay Municipal Utility District (EBMUD) Practices and Procedures Monitoring and Reporting Plan Section 01 35 44 Environmental Requirements, August 2018.

⁴ Adapted from measures in the California Board of Forestry and Fire Protection California Vegetation Treatment Program Final Environmental Impact Report (CalVTP EIR), November 2019.

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resources. Temporary fencing will also be implemented, as and where determined necessary based on the species tolerance, if grazing is prescribed in the area of flagged individuals for avoidance or modified methods (WILD-1).

ES-2 Assessment of Suitable Habitat for Listed Species

If planned treatment activities could potentially modify or convert suitable habitat for federal or state listed threatened and endangered species that have a moderate or high potential for occupation by the species, as determined by a qualified biologist, a survey of the site will be conducted. The qualified biologist will assess the site and planned treatment activities to determine whether avoidance or modification of the treatment is necessary to ensure that loss of suitable habitat will not occur. Refer also to NSO-3 and NSO-4 regarding prevention of habitat alteration in suitable northern spotted owl habitat.

IP-1 Clean Equipment^{4,5}

All crew members, surveyors, and other personnel on site related to project activities will clean clothing, footwear, and equipment used during treatments of soil, seeds, vegetative matter, other debris or seed-bearing material, or water (e.g., rivers, streams, creeks, lakes) before entering the treatment area or when leaving an area with infestations of invasive plants, noxious weeds, known plant pathogens, or invasive wildlife.

IP-2 Prevent the Spread of Invasive Species and Plant Pathogens^{4,5}

Segregate and treat soils and vegetation contaminated with invasive plant seeds and propagules. Treat, as appropriate, to prevent the spread of invasive plants. Treatment may include disposal on site within already infested areas, chipping or pile burning and mulching to eliminate viable seeds, or disposal at an approved cogeneration plant or green waste facility.

Minimize soil disturbance to the greatest extent possible to reduce the potential for introducing or spreading invasive plants or plant pathogens, to protect topsoil resources, and to reduce available habitat for the establishment of new invasive plants.

IP-3 Treat Invasive Plants Prior to Seeding^{4,5}

Schedule activities to maximize the effectiveness of control efforts and minimize introduction and spread of invasive plants as feasible, with consideration for project objectives and location (e.g., install and maintain fuel breaks, disc lines, and other work before non-native plants set seeds).

IP-4 Retain Native Plants^{4,5}

When removing vegetation, focus first on removing invasive and highly flammable species, and dead or diseased vegetation. Retain beneficial, low-fire risk, healthy native plant species whenever possible, except where the historic disturbance regime for the vegetation community has not been maintained or the vegetation poses a hazard to the public.

⁵ Adapted from measures in the draft Ecologically Sound Practices Partnership, Ecologically Sound Practices for Vegetation Management (ESP) report, May 2021.

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GEO-1 Erosion and Soils Loss Stabilization Measures²

Soils will be stabilized if a vegetation management activity may leave less than 70 percent groundcover or native mulch/organic material.

For areas between 50 percent and 70 percent ground cover left:

- Sow native grasses and other suitable native vegetation on denuded areas where natural colonization or other replanting will not occur rapidly; use slash or chips to prevent erosion on such areas.
- Use surface mounds, depressions, logs, rocks, trees and stumps, slash and brush, the litter layer, and native herbaceous vegetation downslope of denuded areas to reduce sedimentation and erosion, as necessary to prevent erosion or slope destabilization.
- Install approved, biodegradable erosion-control measures and non-filament-based geotextiles (e.g., coir, jute) when:
 - Conducting substantial ground-disturbing work (e.g., use of heavy equipment, pulling large vegetation) within 100 feet and upslope of currently flowing or wet wetlands, streams, lakes, and riparian areas;
 - Causing soil disturbance on moderate to steep (10 percent slope and greater) slopes; and
 - Removing invasive plants from stream banks to prevent sediment movement into watercourses and to protect bank stability.
- Sediment-control devices, if installed, will be certified weed-free, as appropriate. Sediment control devices will be inspected daily during active work to ensure that they are repaired and working as needed to prevent sediment transport into the waterbodies.

For areas with less than 50 percent ground cover:

- Any of the above measures
- Stabilize with mulch or equivalent immediately after project activities, to the maximum extent practicable.
- If project activities could result in substantial sediment discharge from soil disturbance, as determined by the qualified personnel (e.g., RPF), organic material from mastication or mulch will be incorporated onto at least 75 percent of the disturbed soil surface where the soil erosion hazard is moderate or high, and 50 percent of the disturbed soil surface where soil erosion hazard is low to help prevent erosion.
- Where slash mulch is used, it will be packed into the ground surface such as with heavy equipment so that it is sufficiently in contact with the soil surface.

Once work is completed, the areas will be inspected at least annually if accessible, until groundcover exceeds 70 percent or slopes have stabilized, as determined by a qualified professional. At that time, erosion-control and slope-stability devices may be removed.

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GEO-3 Soil Saturation and Rain Event Measures^{1,2,4}

The following measures will be implemented to prevent soil loss and erosion during rain events and following rain events:

- Shut down use of off-road heavy equipment, skidding, and truck traffic when soils become saturated (from rain event) and unable to support the machines. Saturated soil means that soil and/or surface material pore spaces are filled with water to such an extent that runoff is likely to occur.
- Off-road heavy equipment work will be suspended if the National Weather Service forecast is a “chance” (30 percent or more) of rain within the next 24 hours
- Ground disturbing work (e.g., use of heavy equipment, pulling large vegetation) will not occur during rain events (i.e., 0.5 inch of rain within a 48-hour or greater period ≥ 1.5 inches in 24 hours) and may resume when precipitation stops and soils are no longer saturated. Indicators of saturated soil conditions may include, but are not limited to: (1) areas of ponded water, (2) pumping of fines from the soil or road surfacing, (3) loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts, (4) spinning or churning of wheels or tracks that produces a wet slurry, or (5) inadequate traction without blading wet soil or surfacing materials.
- For activities that involve ground disturbing work and have not been stabilized, inspect for evidence of erosion after the first rain event (i.e., 0.5 inch of rain within a 48-hour or greater period) as soon as is feasible after the event. Any area of erosion that will result in substantial sediment discharge will be remediated within 48 hours.
- For activities that involve ground disturbing work, inspect project areas for the proper implementation of erosion control, as necessary and determined by the qualified personnel (e.g., RPF), prior to the rainy season. If erosion control measures are not properly implemented, the measures will be remediated prior to the first rainfall event.

GEO-4 Mulch Application

When applying mulch, limit the depth of the chips to 2 to 4 inches to the extent feasible to minimize risk of increasing smoldering in the event of a wildfire. Chips should not be piled up around the base of trees.

HAZ-1 Leak Prevention and Spill Cleanup^{1,4}

The project proponent will, at a minimum, implement measures that address the following procedures related to the use of hazardous materials during work:

- Proper disposal or management of contaminated soils and materials (i.e., clean up materials)
- Daily inspection of vehicles and equipment for leaks and spill containment procedures
- Emergency response and reporting procedures to address hazardous material releases

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- Emergency spill supplies and equipment will be available to respond in a timely manner if an incident should occur
- Response materials such as oil-absorbent material, tarps, and storage drums will be available in the plan area at all times during management activities and will be used as needed to contain and control any minor releases
- The absorbent material will be removed promptly and disposed of properly
- Use of secondary containment and spill rags when fueling
- Discourage “topping-off” fuel tanks
- Workers using fuels or other hazardous materials must be knowledgeable of the specific procedures necessary for hazardous materials cleanup and emergency response
- All diesel and gasoline powered equipment will be maintained per manufacturer's specification, and in compliance with all state and federal emission requirements

HAZ-2 Wildfire Risk Reduction^{1,3,4}

The following measures will be implemented during activities that involve the use of equipment that can generate sparks or heat:

- Maintain fire suppression equipment (e.g., shovel, extinguisher) in work vehicles and ensure workers are trained in use
- Closely monitor for ignited vegetation from equipment and tool use
- Train workers to properly handle and store flammable materials to minimize potential ignition sources
- Prohibit smoking in vegetated areas
- Avoid use of spark- and/or heat-generating equipment during high fire danger days (e.g., Red Flag Days and Fire Weather Watch)
- Outfit off-road diesel vehicles and equipment with spark arrestors
- Avoid metal string or blade weed trimmers
- Maintain one fire extinguisher for each chainsaw

HAZ-3 Pile Burning³

The following measures will be implemented to reduce hazards associated with pile burning:

- Pile burning will only be allowed on days when fire is less likely to spread (e.g., wind speeds are less than 15 mph).
- Piles will only be constructed in areas where burning can be safely controlled, for example, on the flattest area possible. Bottoms of steep, vegetated hills will be avoided.
- Piles should be constructed with 10 feet of clearance around them.
- Piles will be set back from public roads and trails at a distance to minimize risk to the public or cordoned off from the public.
- All requirements of CAL FIRE, the local fire department, and/or the BAAQMD will be met, including any permit, notification, burn bans, and reporting requirements.
- Have fire suppression crews on-site during the fire season determined by CAL FIRE or the local fire department (typically mid-May to mid-November) during curtain and pile burns.

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- Pile burning will adhere to BAAQMD criteria pollutant thresholds and Regulation 5 for open burning.

HAZ-4 Application of Herbicides⁴

Projects will comply with all herbicide application regulations and ecologically sound integrated pest management principles.

- Herbicide containers will be triple rinsed with clean water at an approved site, and rinsate will be disposed of by placing it in the batch tank for application.
- Herbicide drift to public areas or sensitive areas will be minimized through the following measures:
 - Application will cease when weather parameters exceed label specifications or when sustained winds at the site of application exceeds 7 miles per hour (whichever is more conservative).
 - No herbicide will be applied during precipitation events or if precipitation is forecast 24 hours before or after project activities.
 - Spray nozzles will be configured to produce the largest appropriate droplet size to minimize drift.
 - Low nozzle pressures will be utilized.
 - Spray nozzles will be kept within 24 inches of vegetation, if spraying.
- For herbicide applications occurring within or adjacent to public recreation areas, residential areas, schools, or any other public areas within 500 feet, signs will be posted at each end of herbicide application areas and any intersecting trails notifying the public of the use of herbicides at a minimum 1 day before and 1 day after herbicide use.

HAZ-5 Protect Vegetation and Special-Status Species from Herbicides⁴

The project proponent will implement their approved integrated pest management (IPM) procedures when utilizing herbicides, or the following measures if no IPM is in place that addresses herbicide use in sensitive areas:

- Locate herbicide mixing sites in areas devoid of vegetation and where there is no potential of a spill reaching non-target vegetation or a waterway.
- Use only herbicides labeled for use in aquatic environments when working in riparian habitats or other areas where there is a possibility the herbicide could come into direct contact with water. Only hand application of herbicides will be allowed in riparian habitats and only during low-flow periods or when seasonal streams are dry.

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- No terrestrial or aquatic herbicides will be applied within Watercourse and Lake Protection Zones (WLPZs) of Class I⁶ and II⁷ watercourses, if feasible. If this is not feasible, hand application of herbicides labeled for use in aquatic environments may be used within the WLPZ.
- No herbicides will be applied through any method within a 50-foot buffer of federal Endangered Species Act (ESA) or California ESA listed plant species or within 50 feet of dry vernal pools other than painted or sponged on applications to invasive and/or non-native species cut stumps.
- For spray applications in and adjacent to habitats suitable for special-status species, use herbicides containing dye (registered for aquatic use by California Department of Pesticide Regulation, if warranted) to prevent overspray.

NOI-1 Minimization of Noise Disruption to Nearby Neighbors and Sensitive Receptors^{4,8}

All projects will comply with applicable local noise ordinances. All powered equipment and power tools will be used and maintained according to manufacturer specifications. All diesel- and gasoline-powered treatment equipment will be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations.

Measures to minimize noise disruption to nearby neighbors and sensitive receptors will be implemented as needed. These measures may include but are not limited to:

- Using noise control technologies on equipment (e.g., mufflers, ducts, and acoustically attenuating shields)
- Locating stationary noise sources (e.g., pumps and generators) away from sensitive receptors
- Closing engine shrouds during equipment operations
- Shutting down equipment when not in use. Equipment will not be idled unnecessarily
- Operating heavy equipment during daytime hours if such noise would be audible to receptors (e.g., residential land uses, schools, hospitals, places of worship)
- Locating project activities, equipment, and equipment staging areas away from nearby noise-sensitive land uses (e.g., residential land uses, schools, hospitals, places of worship), to the extent feasible

⁶ A Class I watercourse includes any domestic supplies, including springs, on site and/or within 100 feet downstream of the operations area, and/or fish are always or seasonally present onsite, and includes habitat to sustain fish migration and spawning.

⁷ A Class II watercourse has fish always or seasonally present offsite within 100 feet downstream, and or aquatic habitat for nonfish aquatic species. Class II watercourses excludes Class III waters that are tributaries to Class I waters.

⁸ Adapted from San Francisco Public Utilities Commission (SFPUC), Standard Construction Measures, July 2015.

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NSO-1 Northern Spotted Owl Nesting Season Avoidance¹

Each project will be reviewed by a qualified biologist to determine if northern spotted owls have potential to occur near proposed project activities. Within areas where northern spotted owl have the potential to occur, work, including mowing with heavy equipment, the mechanical removal of vegetation, or prescribed burning, including pile and broadcast burning, will occur outside of the northern spotted owl nesting season to the extent feasible (February 1 to July 31).

If work must occur during the northern spotted owl nesting season, either NSO-2 or NSO-3 will apply.

NSO-2 Work During Northern Spotted Owl Nesting Season – Surveys¹

Within an area where northern spotted owl has the potential to occur, when work will occur during the northern spotted owl nesting season (February 1 through July 31), and work is not considered low-impact by a qualified biologist the following measure will apply. Low impact type activities include, but are not limited to, goat grazing, hand pulling of weeds, hand trimming of trees and vegetation with non-mechanized equipment, chipping from existing roadways in residential areas, and use of mechanized equipment adjacent to roads or in residential areas that is a typical noise for the environment. In contrast, high-impact activities may include operation of heavy machinery in wildlands with lower baseline environmental noise, or work which produces noise disturbance for a longer duration than is typical in the environment.

The biologists will determine if a known breeding pair is found within 0.25 mile of the proposed activity (i.e., from existing surveys that season or historic data) and perform a nest check to confirm presence. If no survey data for the season has been completed for the areas, two surveys will be conducted by a qualified biologist (whose qualifications have been approved by Marin Wildfire or lead public agency) for nesting northern spotted owls during the months of April and May preceding the commencement of these activities. At a minimum, the survey area will include all suitable nesting habitats within 0.25 mile of any planned activity sites, and then one of the two options listed below will be implemented. If access cannot be secured for surveys, then work should be delayed until after the nesting season, unless it can be shown that noise generation from the activities and the activities proposed would be below noise and visual disturbance levels for northern spotted owls (refer to USFWS Revised Transmittal of Guidance: Estimating the Effects of Auditory and Visual Disturbance to Northern Spotted Owls and Marbled Murrelets in Northwestern California) at the nest site, if known.

- If it is conclusively determined that there are nesting northern spotted owls, planned activities that generate noise (e.g., mowing, heavy equipment usage, crews with hand tools that generate noise) in areas without regular human disturbances from human residency (e.g., leaf blowers, home construction and remodeling, roadways), that are within 0.25-mile of an identified active nest will not begin prior to September 1 unless the young have fledged, at which time work may begin no earlier than July 10. Prescribed burns may only occur within suitable northern spotted owl habitat (as determined by a qualified biologist) during the nesting season if protocol surveys have determined that northern spotted owl nesting is not occurring in the area of planned activity.
- If work must occur within 0.25 mile, and work has been determined to have the potential to impact an active northern spotted owl nest, CDFW and USFWS would

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be consulted to determine if take could occur and whether further permits are required.

NSO-3 Northern Spotted Owl Habitat Alteration¹

For projects involving removal of large trees (10 inches DBH or greater) in potential northern spotted owl roosting, or nesting habitat (as identified during the desktop review) in areas without regular human disturbances from human residency, habitat alteration within core use areas (nesting and roosting habitat) will be planned in consultation with a qualified northern spotted owl biologist.

NSO-4 Retain Dusky-footed Woodrat Nests^{1,5}

Dusky-footed woodrats are important prey for northern spotted owls. Wherever feasible, project activities will leave dusky-footed woodrat nests intact. If possible, maintain a 3-foot buffer of vegetation around dusky-footed woodrat middens.

NB-1 Nesting Bird Season Avoidance^{1,4,5,9}

Whenever possible, schedule work outside of the bird nesting season, which is generally from February 1 through July 31st ¹⁰. Not all species nest between the regulatory season, and active nests that are encountered year-round are protected.

NB-2 Nesting Bird Surveys^{1,4,5}

If work that has the potential to impact nesting birds commences between February 1 and July 31 (during the nesting season), a qualified biologist (whose qualifications have been approved by Marin Wildfire or lead public agency) will conduct a pre-activity survey for nesting birds.

Nesting bird surveys are recommended during the nesting season for work involving mowing with heavy equipment, other vegetation (including tree) removal or limbing and trimming activities, and prescribed (broadcast and pile) burning. Low-impact activities including goat grazing, hand-pulling weeds, and herbicide application do not generally require nesting bird surveys. Determination of need for surveys for low-impact activities should be evaluated on a case-by-case basis in consultation with a qualified biologist or RPF.

Nesting bird surveys will occur within no more than 7 days prior to work to ensure that no nests will be disturbed during vegetation management work. If work pauses for more than 7 days, a follow-up survey will be conducted prior to the restarting of work. Appropriate survey areas will be determined by the qualified biologist depending on the project footprint, type of activity proposed, and suitable habitat for nesting birds. Surveys will be conducted during periods of high bird activity (i.e., 1-3 hours after sunrise and 1-3 hours before sunset). If the qualified biologist determines that visibility is significantly obstructed due to on-site conditions (such as

⁹ Adapted from Marin County Parks (MCP), Bird Nesting Survey Training Manual, 2017.

¹⁰ Note that the general nesting season between February 1 and July 31 is a guideline, and that birds may begin nesting beforehand, and complete nesting after these dates. Regardless, active nests are protected year-round. Avian nesting season may begin as early as January 1 and extend to August 15 or beyond.

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access issues, rain, fog, smoke, or sound disturbance [including high wind]), surveys will be deferred until conditions are suitable for nest detection.

NB-3 Nesting Birds: Active Nest Avoidance^{1,4,5,7}

If active nests (i.e., presence of eggs and/or chicks) are observed in areas that could be directly or indirectly disturbed (including noise disturbance), a temporary, species-appropriate no-disturbance buffer zone will be created around the nest sufficient to reasonably expect that breeding would not be disrupted. No work will occur inside the buffer zone.

The size of the buffer zone will be determined by the biologist, by taking into account factors including but not limited to the following:

- Noise and human disturbance levels at the site at the time of the survey and the noise and disturbance expected during the work;
- Distance and amount of vegetation or other screening between the site and the nest; and
- Sensitivity of individual nesting species and behaviors of the nesting birds, taking into account factors such as topography, visibility to source of disturbance, noise/vibration, nesting phase, and other case-by-case specifics.

Buffer sizes may be altered during the course of work at the recommendation of the biologist. Raptor nests are subject to additional protections, including during the “branching” phase, when fledglings begin to fly but do not fully leave the nest. Buffers will be maintained until young fledge or the nest becomes inactive, as determined by the qualified biologist.

If work must occur within the buffer, proceed to NB-4.

NB-4 Nesting Birds: Active Nest Monitoring^{1,4,5,7}

If an avoidance buffer is not achievable, a qualified biologist may monitor the nest(s) during work activities within the recommended nest buffer to document that no take of the nest (nest failure) has occurred related to work activities. If it is determined that work activity is resulting in nest disturbance, work should cease immediately.

RB-1 Pework Survey^{3,4}

If vegetation management activities would (1) occur in trees with potential for roosting bat species (e.g., trees with a diameter at breast height of 10 inches or greater), (2) would include removal of trees where a bat could be roosting and (3) the work would commence between March 1 and July 31¹¹, during the bat maternity period, a pre-activity survey will be conducted for roosting bats within 2 weeks prior to work to ensure that no maternity roosting bats will be disturbed during work. This survey can be conducted concurrent with other surveys for other sensitive species. Potentially suitable bat roosting habitat within the work footprint that have been determined to be unoccupied by roosting bats, or that are located outside the avoidance

¹¹ In the coastal zone, the bat roosting season for Marin Wildfire-funded core projects is March 1 through April 31; September 1 through October 15.

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buffer for active roosting sites may be removed. Roosting initiated during work is presumed to be unaffected, and no buffer would be necessary.

RB-2 Avoidance of Maternity Roosts and Day Roosts³

If active maternity roosts or day roosts are found within the project site, or in areas subject to disturbance from work activities, avoidance buffers will be implemented. The buffer size will be determined in consultation with the qualified biologist or RPF.

RB-3 Bat Roosting Tree Removal – Seasonal Restrictions³

If it is determined that a colonial maternity roost is potentially present, the roost will be avoided and will not be removed during the breeding season (March 1 through July 31) unless removal is necessary to address an imminent safety hazard.

Operation of mechanical equipment producing high noise levels (e.g., chainsaws, heavy equipment) in proximity to buildings/structures supporting or potentially supporting a colonial bat roost will be restricted to periods of seasonal bat activity (as defined above), when possible.

RB-4 Bat Roosting Tree Removal – Emergency Removals³

Potential non-colonial roosts that must be removed in order to address a safety hazard, can be removed after consultation with a biologist. Removal will occur on warm days in late morning to afternoon when any bats present are likely to be warm and able to fly. Appropriate methods will be used to minimize the potential of harm to bats during tree removal. Such methods may include using a two-step tree removal process. This method is conducted over two consecutive days, and works by creating noise and vibration by cutting non-habitat branches and limbs from habitat trees using chainsaws only (no excavators or other heavy machinery) on Day 1. The noise and vibration disturbance, together with the visible alteration of the tree, is very effective in causing bats that emerge nightly to feed, to not return to the roost that night. The remainder of the tree is removed on Day 2.

SH-1 Riparian Resources – Project Design^{4,5}

In riparian areas, treatments will be limited to removal of uncharacteristic fuel loads (e.g., removing dead or dying vegetation), trimming/limbing of woody species as necessary to reduce ladder fuels, and select thinning of vegetation to restore densities that are representative of healthy stands of the riparian vegetation types that are characteristic of the region. Allowable activities include hand removal (or mechanized removal where topography allows) of dead or dying riparian trees and shrubs, invasive plant removal, selective thinning, and removal of encroaching upland species. Mature, healthy trees will not be removed from a riparian corridor. Any activities conducted within a riparian corridor will be conducted so as to avoid alteration to a bed, channel, or bank of a waterway and all debris, including sawdust, chips, or other vegetative material, will be prevented from entering the bed, channel, or bank of a waterway, unless a permit from the California Department of Fish and Game under Section 1600 is obtained.

SH-2 Grazing and Sensitive Habitats⁴

Avoid grazing in sensitive habitats including serpentine-associated communities, chaparral, and across waterways and within a 50 foot buffer if there is a need for protection of riparian vegetation from grazing. Limited grazing may be allowed if it would be beneficial to plant and

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wetland communities, including serpentine-associated communities, without causing harm (e.g., removal of invasive species) and would not result in erosion.

SH-3 Minimization of Pile Burning Disturbance^{12,13}

Pile burning will not be performed in sensitive habitats, such as serpentine-associated communities, wetlands, or riparian areas. If piles are burned on a different day than piled, the piles should be moved prior to burning to ensure wildlife is not present, such as by re-piling by hand, or a qualified biologist will inspect the pile prior to burning to ensure wildlife are not present. If moving or inspection of the piles is not feasible, the pile will be lit from one side and allowed to burn slowly to the other side, in order to allow any wildlife to relocate, rather than lighting the entire pile at once.

TR-1 Emergency Access to Project Areas^{1,2}

The following measures will be implemented to maintain emergency access:

- At least one week prior to temporary lane or full closure of a public road for vegetation management-related work, the appropriate emergency response agency/agencies will be contacted with jurisdiction to ensure that each agency is notified of the closure and any temporary detours in advance and obtain all required encroachment permits
- In the event of any emergency, roads blocked or obstructed for maintenance activities will be cleared to allow the vehicles to pass.
- During temporary lane or road closures on public roads, flaggers equipped with two-way radios will be utilized where needed to control traffic. During an emergency, flaggers will radio to the crew to cease operations and reopen the public road to emergency vehicles.
- All authorized vehicles at the treatment site will be parked to not block roads when no operator is present to move the vehicle.

TR-2 Traffic Control Measures³

Traffic control measures will be implemented to maintain traffic and pedestrian circulation on streets affected by project activities. The following measures may include:

- All traffic control devices will conform to the latest edition of the MUTCD, and as amended by the latest edition of the MUTCD California supplement.
- Any work that disturbs normal traffic signal operations and ensure proper temporary traffic control (lane shifts, lane closures, detours etc.) will be coordinated with the agency having jurisdiction, at least 72 hours prior to commencing work.
- Flaggers and/or warning signage of work ahead.

¹² Adapted from Marin County Open Space District (MCOSD). (2015, April). Vegetation and Biodiversity Management Plan. *Best Management Practices*.

¹³ Adapted from California Department of Fish and Wildlife (CDFW). (2011). California Endangered Species Act Incidental Take Permit No. 2081-2011-046-03. *Wildfire Hazard Reduction and Resource Management Plan*. East Bay Regional Parks District

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- A minimum of twelve (12) foot travel lanes on public roads must be maintained unless otherwise approved.
- Maintaining access to driveways and private roads at all times unless other arrangements have been made.
- Traffic control devices will be removed from view or covered when not in use.
- Sidewalks for pedestrians will remain open if safe for pedestrians. Alternate routes and signing will be provided if pedestrian routes are to be closed.
- Scheduling truck trips during non-peak hours to the extent feasible.

References

- National Park Service. 2006. "Golden Gate National Recreation Area Fire Management Plan, Marin, San Francisco, San Mateo Counties, CA Final Environmental Impact Statement and Record of Decision."
<https://parkplanning.nps.gov/document.cfm?documentID=67728>.
- Oneto, SR, G. Kyser, and D. JM. 2010. *Efficacy of Mechanical and Herbicide Control Methods for Scotch Broom (Cytisus Scoparius) and Cost Analysis of Chemical Control Options*. Journal of Invasive Plant Science and Management.

Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From (Public Agency):
Southern Marin Fire District
28 Liberty Ship Way
Sausalito, CA 94965

County Clerk County of: Marin
Marin Civic Center
3501 Civic Center Dr., Suite 234,
San Rafael, CA 94903

Project Title: Southern Marin Zone Tamalpais Homestead Valley Expansion Fuel Break Project

Project Applicant: Southern Marin Fire District

Project Location – Specific: Within 200 feet from structures in the Tamalpais-Homestead Valley

Project Location – City:
Tamalpais Homestead Valley

Project Location – County:
Marin County

Description of Nature, Purpose and Beneficiaries of Project:

The purpose of the proposed project is to establish and maintain a defensible space zone along the perimeter of the Tamalpais-Homestead Valley residential hillside communities in high fire danger zones. These communities are located along steep slopes, where any wildfire would rapidly escalate, and fire suppression activities would be challenging due to limited road access. By creating a shaded fuel break, the proposed project would extend evacuation times for the community, slow fire intensity, and provide firefighters better access to the fire's edge if a wildfire were to occur.

Name of Public Agency Approving Project: Southern Marin Fire District

Name of Person or Agency Carrying Out Project: Southern Marin Fire District

Exempt Status (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Common Sense Exemption (Sec. 15061(b)(3));
- ☐ Categorical Exemption. State type and section number:
- ☒ Statutory Exemptions. State code number: Public Resources Code (PRC)
sections 21080.49(c) and 21080.49(d)

Reasons why project is exempt:

The project is statutorily exempt under Public Resources Code (PRC) sections 21080.49(c) and 21080.49(d). A project exempt in accordance with PRC section 21080.49(c) involves establishment or enhancement of residential home hardening or defensible space for wildfire risk reduction within 200 feet of a legal structure located in a high or very high wildfire hazard zone, and under section 21080.49(d), consists of a fuel break that extends up to 200 feet from

structures, including the clearance of flammable vegetation and trees less than 12 inches in diameter as measured at chest height. The proposed project would remove hazardous accumulated ground, ladder fuels, and hazard trees within up to 200 feet of structures in Tamalpais-Homestead Valley to create a fuel break. The scope of the proposed project shown in Figure 1 is consistent with a fuel break and enhanced defensible space that extends up to 200 feet from structures.

Lead Agency Contact Person:
Marshall Nau

Area Code/Telephone/Extension:
415-847-3903

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?
Yes ☐ No ☐

Signature: _____ Date: _____ Title: _____

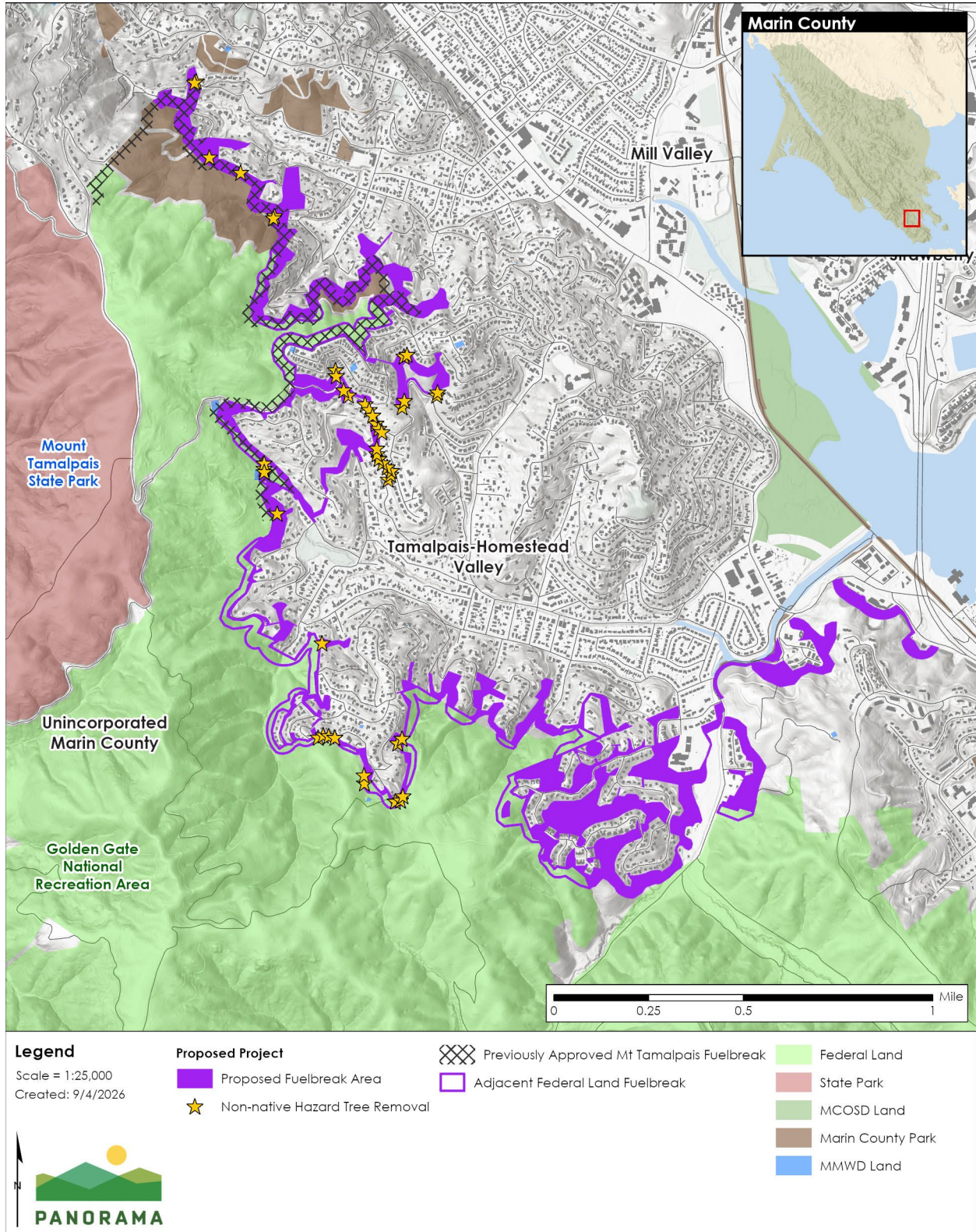
☐ Signed by Lead Agency

☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Figure 1 Project Location



Tamalpais Homestead Valley Fuel Break Expansion Project

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Date: September 17, 2026

Project: Southern Marin Zone Tamalpais Homestead Valley Expansion Fuel Break Project

Exemption Summary

The Southern Marin Fire Department (SMFD), as the lead agency, has determined that the Southern Marin Zone Tamalpais Homestead Valley Fuel Break Expansion Project (proposed project) is statutorily exempt under Public Resources Code (PRC) sections 21080.49(c) and 21080.49(d). The Marin Wildfire Prevention Authority (Marin Wildfire), as the responsible agency under CEQA, concurs with SMFD's determination that the proposed project is exempt under CEQA. A project exempt in accordance with PRC section 21080.49(c) involves establishment or enhancement of residential home hardening or defensible space for wildfire risk reduction within 200 feet of a legal structure located in a high or very high wildfire hazard zone, and under section 21080.49(d), consists of a fuel break that extends up to 200 feet from structures, including the clearance of flammable vegetation and trees less than 12 inches in diameter as measured at chest height.

The proposed project would remove hazardous accumulated ground, ladder fuels, and hazard trees on private lands within up to 200 feet of structures in Tamalpais-Homestead Valley to create a fuel break in a 170-acre area. The scope of the proposed project shown in Figure 1 is consistent with a fuel break and enhanced defensible space that extends up to 200 feet from structures. The project area shown in Figure 1 includes portions that were previously addressed by the Southern Marin Zone Tamalpais Valley/Homestead Fuel Break Project and Notice of Exemption that was approved by the Marin Wildfire Board of Directors and filed in April 2022.

This project is also adjacent to existing and potential fuel reduction areas on National Park Service (NPS) Golden Gate National Recreation Area (GGNRA) lands and together would create a larger, contiguous fuelbreak within the Tamalpais-Homestead Valley. The NPS certified the GGNRA, Muir Woods National Monument, and Fort Point National Historic Site Fire Management Plan Final Environmental Impact Statement and Record of Decision on February 23, 2006, which covers fuel reduction projects on GGNRA land (National Park Service 2006). In accordance with Sections 2.2 and 3.6 of the 2015 NPS National Environmental Protection Act (NEPA) Handbook, it is anticipated that treatments on GGNRA lands would satisfy the requirements for a Memorandum to File and will be reviewed by the appropriate GGNRA Interdisciplinary Team. Once determined to be consistent with a fuel reduction and thinning project on federal land for which NEPA was already conducted, a Memorandum to File will be filed with NPS and treatments can commence on GGNRA lands.

Marin Wildfire Background

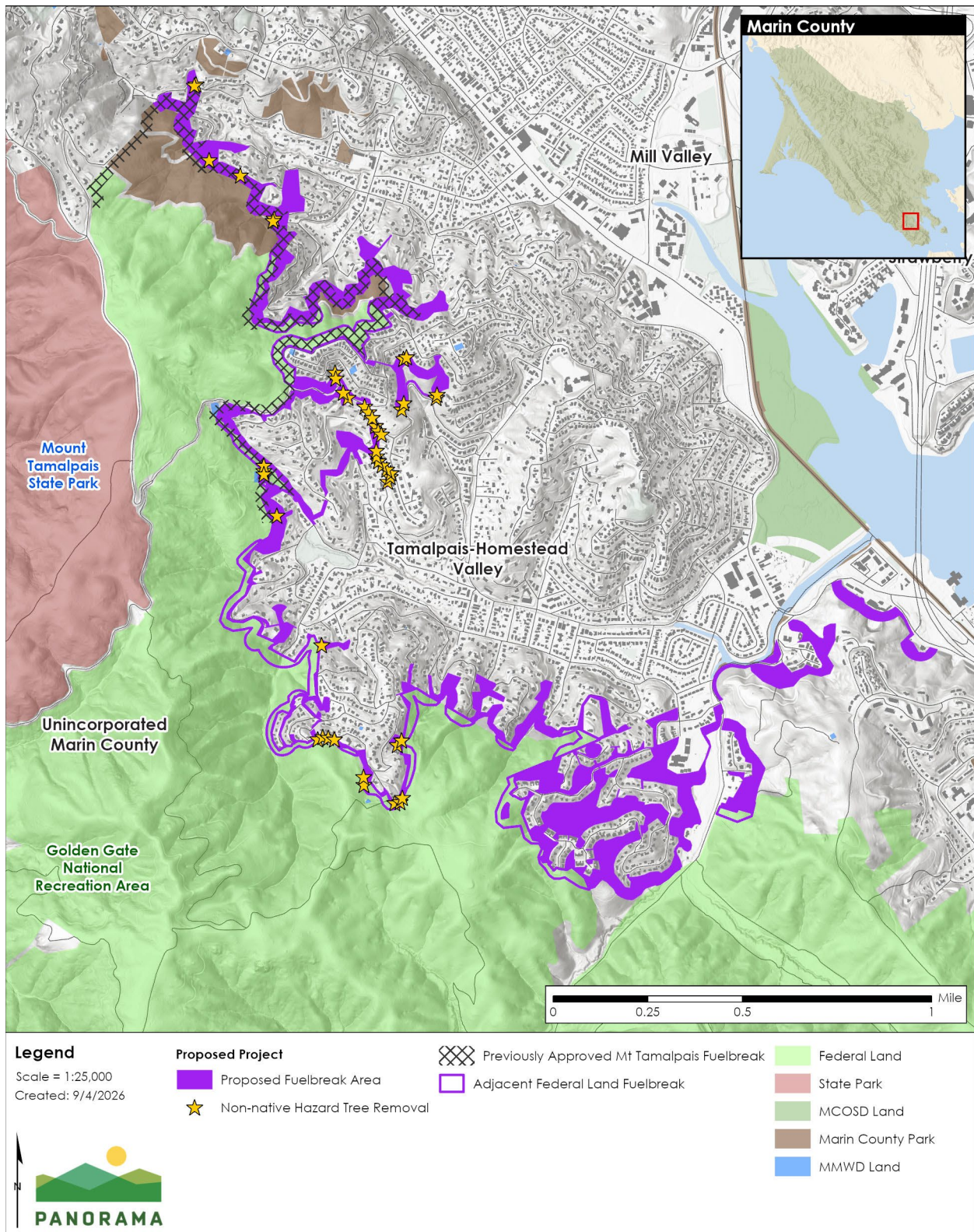
Marin County voters passed Measure C in 2020, which established a 17-member Joint Powers Authority, Marin Wildfire, to fund and oversee proactive state-of-the-art wildfire prevention and preparedness efforts within the County. Members include several cities and towns, fire protection districts, and community service districts. Marin Wildfire was formed to develop and implement a comprehensive wildfire prevention and emergency preparedness plan throughout almost all of Marin County. This proposed project is a Core Project that is funded by and within the purview of the Marin Wildfire. Core Projects include those projects that focus on wildfire detection, notification, and evacuation; vegetation management and fire hazard reduction; grants management; and public education.

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Figure 1 **Project Location**



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Purpose and Need

The purpose of the proposed project is to establish and maintain a defensible space zone along the perimeter of the Tamalpais-Homestead Valley residential hillside communities in high fire danger zones. These communities are located along steep slopes, where any wildfire would rapidly escalate, and fire suppression activities would be challenging due to limited road access. By creating a shaded fuel break, the proposed project would extend evacuation times for the community, slow rate-of-spread, reduce fire intensity, and provide firefighters better access to the fire's edge if a wildfire were to occur.

Project Description

Treatment Area

The proposed treatment activities would be completed along the Tamalpais-Homestead Valley residential hillside communities in the Southern Marin Zone as shown in Figure 1. Approximately 170 acres of fuel break would be treated along these communities of which approximately 155 acres are in the high wildfire hazard severity zone. Treatment activities would involve vegetation thinning and removal within up to 200 feet of structures¹. The proposed project would provide defensible space for homes directly adjacent to the GGNRA lands and nearby lands owned and/or managed by the Homestead Valley Land Trust and County Service Area 14, Tamalpais Community Service District (CSD), Marin County, Marin Municipal Water District, and private landowners. Generally, treatments would target invasive, non-native species, hazardous trees, and fire-hazardous vegetation. Non-native, invasive species in the fuel break include French and Scotch broom, licorice plant, eucalyptus, and other species. The proposed treatment area is primarily characterized by native woodlands with non-native species in the understory as well as non-native forests, including eucalyptus. Treatments vary depending on the cover type, as described by general vegetation community type.

Treatment Type

Woodland

Treatment within woodland communities (e.g., oak, California bay) would be limited to manual and mechanical thinning using a hand crew. Fuel reduction work within woodland treatment areas would involve pruning tree branches 8 to 10 feet above ground (not to exceed 1/3 of the tree's height), removal of dead/downed branches, and the removal of small diameter (less than 8 inches diameter at breast height [DBH]) live trees where needed to achieve horizontal spacing. Smaller native trees, such as toyon, that are not considered fire hazardous, would not be removed. Understory ladder fuels including non-native, invasive Scotch broom and French broom, coyote brush shrubs, and shrub-like understory tree saplings would be removed or thinned, preferably by pulling. Non-native, invasive species may be treated with herbicide, if permitted per land managers/owners. Hazardous trees (e.g., dead or dying trees), dead standing trees, and non-native trees would be removed where deemed appropriate in coordination with an arborist or qualified fire professional. In general, one snag would be retained per acre for habitat if the retained snag would not be a hazard. A hazard tree generally

¹ Defined as that which is built or constructed or any piece of work artificially built up or composed of parts joined together in some definite manner (California Wildland-Urban Interface Code 2025, Section 202(ae)).

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poses a risk of failure or fracture with the potential to cause injury to people or damage to property.

Eucalyptus and Non-native Forest

Treatment within eucalyptus would be conducted by a hand crew using manual and mechanical tools. Treatment would include removing eucalyptus duff and litter beneath the trees. Branches of mature, healthy trees would be trimmed up to 8 to 10 feet above ground (not to exceed 1/3 of the tree's height) to reduce ladder fuels. Removal of small diameter (less than 10 inches DBH) trees would be removed to achieve horizontal spacing and the stumps treated to prevent resprouting, if permitted per land managers/owners. Hazardous trees (e.g., dead or dying trees), dead standing trees, and non-native trees would be removed where deemed appropriate in coordination with an arborist or qualified fire professional. Several groups of non-native trees within high wildfire hazard severity zones have been identified for targeted removal to reduce wildfire risks and hazards to the neighboring communities.

Treatment Method

Project treatments would include handheld manual and mechanical fuel reduction using chainsaws, weed whackers, loppers, pole pruners, and other similar handheld tools. The treatment activities would be conducted by hand crews to create vertical and horizontal clearance. Off-road ground-based equipment may be used, where appropriate, and could include use of tracked chippers or tractors with mulching heads. A trailer-mounted chipper would be operated from nearby roads and fire roads.

Cut stumps of non-native, invasive shrubs and trees, notably broom and eucalyptus species, may be treated with herbicide with the active ingredient triclopyr (e.g., Garlon 4), if permitted per the land managers/owners. The vegetation would be cut with tools and then herbicide painted on immediately after treatment using spot treatments such as the painted cut-stump or other targeted application methods. These methods have been found to have the best success rate for control of certain species, including broom (Oneto et al. 2010). Herbicides would not be applied within 24 hours of a known rain event and signs would be posted at the project site within or adjacent to public recreation areas, residential areas, schools, or any other public areas at least 1 day prior to application and would remain posted on-site at least 1 day following application (PDIF HAZ-4). Particularly for individual trees, versus groups of trees, other methods may be employed, including tarping the stump and hand removal of resprouts.

Prescribed herbivory by sheep and/or goats may be employed in areas that were first treated by hand crews or are undergoing maintenance. Grazing would involve transporting a herd of goats and/or sheep to the designated prescribed herbivory sites. Site preparation would involve installation of a portable, electric fence powered by a battery charged by a generator and water trough. The goats would be contained by the temporary fencing. The herder would determine the area to be grazed based on site conditions.

Disposal

Project debris would be disposed of through pile burning, lop and scatter, chipping and broadcasting, or chipping and hauling, depending on the location and condition of the work area. When chipping, the vegetative material would be fed through the chipper and broadcast at treatment areas or hauled away for disposal. Chipped material spread on site would be chipped to under 3 inches in size and would be applied 2 to 4 inches in depth at most to minimize wildfire risk.

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Cut material may be pile-burned depending upon the conditions of the work area. Suitable treatment areas are typically flat or have gentle slopes and have open areas away from tree canopies and power lines. Areas selected for pile burning would be away from waterways. Piles would generally be 4 feet in diameter and 4 feet in height, but pile dimensions may vary. Multiple piles may be burned on a single day. Pile burning would be conducted in compliance with Bay Area Air District (BAAD) Regulation 5 for open burning and burn day restrictions.

Workers

A single contractor crew would consist of 5 to 10 workers at a single location. Up to four crews may be working at the same time across the fuel break.

Site Access

Treatment areas would be accessed via existing roads, fire roads, and trails to the maximum extent feasible. Private residences may be used as access points with the landowner's permission. Vehicles and equipment would be staged at the contractor's yard daily or designated location nearby.

Schedule and Duration

All work would be performed on weekdays between 7:00 am and 5:00 pm. All noise-generating activities would comply with the relevant noise ordinance. Prescribed herbivory would generally occur in one location for 24 to 36 hours, depending upon stocking rate, before being moved to a new location, at which time the temporary fence would be moved. Initial treatments are anticipated to start in fall 2026. Following project implementation, the condition of the fuel reduction zone would be monitored and reassessed by fire department staff every year to evaluate if maintenance is needed. Subsequent treatments are anticipated to be the same as the proposed activities but are subject to change depending on the condition of the fuel reduction zone and response to initial treatment.

Project Design and Implementation Features

Marin Wildfire has developed specific design and implementation features adapted from several source documents referenced in footnotes after each name that will be incorporated as applicable into the project design and implementation for each of its projects. The following specific design and implementation measures are part of the proposed project:

CUL-1 Training²

For all activities with the potential for ground disturbance (excluding prescribed herbivory, vegetation and tree trimming, and hand pulling smaller vegetation) all contractors and crew will receive training prepared by and/or conducted by a qualified archaeologist (who meets the U.S. Secretary of Interior's professional standards set forth in 48 FR Parts 44738-44739 and Appendix A to 36 CFR Part 61) prior to beginning work. The Tribal Heritage Preservation Officer(s) (THPO) from a local tribe (Federated Indians of Graton Rancheria [Graton Rancheria]) will be notified of the opportunity to attend and/or train crews. The training will address the

² Adapted from measures in the Marin Municipal Water District, Final Program Environmental Impact Report for the Biodiversity, Fire, and Fuels Integrated Plan (BFFIP EIR), October 2019.

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potential for encountering subsurface cultural resources, recognizing basic signs of a potential resource, understanding required procedures if a potential resource is identified including reporting the resource to a qualified archaeologist and/or THPO, as appropriate, and understanding all procedures required under Health and Safety Code § 7050.5 and PRC §§ 5097.94, 5097.98, and 5097.99 for the discovery of human remains.

CUL-2 Unanticipated Discovery³

In the event that a previously unidentified cultural resource is discovered during implementation of an activity all work within a minimum of 150 feet of the discovery will be halted. The resource will be located, identified, and recorded in the Marin Wildfire cultural resources GIS database.

The boundaries around the buffered resource will be temporarily marked, such as with fencing or flagging. A qualified archaeologist will inspect the discovery and determine whether further investigation is required. Data regarding archaeological resources will be kept confidential per law. As appropriate, the qualified archaeologist will inform Graton Rancheria's THPO of the discovery. If the discovery can be avoided and no further impacts will occur, the resource will be documented on California State Department of Parks and Recreation cultural resource record forms and no further effort will be required. If the project proponent wishes to continue work in the area, only work performed using hand tools or powered hand tools is allowed, work cannot include ground disturbance and the work area can only be accessed on foot as determined acceptable by the qualified cultural resource specialist/archaeologist.

Alternatively, the qualified archaeologist and/or THPO or tribal monitor will evaluate the resource and determine whether it is:

- Eligible for the CRHR (and a historical resource for purposes of CEQA),
- A unique archaeological resource as defined by CEQA, and/or
- A potential tribal cultural resource (all archaeological resources could be a tribal cultural resource).

If the resource is determined to be neither a unique archaeological, an historical resource, nor a potential tribal cultural resource, work may commence in the area.

If the resource meets the criteria for either a historical resource, unique archaeological resource, and/or tribal cultural resource, work will remain halted in the buffered area around the resource. No work will occur within the buffered area except those methods previously discussed as determined acceptable by the qualified archaeologist and/or THPO or tribal monitor. After work is completed, all cultural resource delineators (e.g., flags or fencing) will be removed in order to avoid potential vandalism, unauthorized excavation(s), etc.

CUL-3 Cultural Resource Investigation²

Prior to implementation of vegetation management activities that have potential for intensive ground disturbance below the ground surface, significant heat from a burn, or use of heavy equipment off established roads and trails, a qualified archaeologist will conduct a records

³ Adapted from measures in the Midpeninsula Regional Open Space District, Wildland Fire Resiliency Program Final Environmental Impact Report (WFRP EIR), May 2021.

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search and/or site-specific survey of the project areas where such disturbances could occur. Monitoring may also be identified by the qualified archaeologist as an appropriate measure to avoid damage or destruction of previously documented or potential resources (e.g., areas with a high sensitivity for buried resources) if conducting activities in the vicinity. Outreach with Graton Rancheria will be conducted as early as feasible to obtain information regarding culturally sensitive areas and/or the location of tribal cultural resources within the project areas. Graton Rancheria will be notified of the opportunity to attend any surveys or monitoring, if there is the known or potential presence for precontact resources. Any information provided by Graton Rancheria and/or tribal monitor(s) is confidential and exempt from public disclosure in accordance with statutory and regulatory requirements (Cal. Gov. Code § 6254(r), 6254.10; PRC § 5097.98(c); Cal. Code Regs. § 15120(d); 40 CFR § 1516.9; PRC § 21082.3 (c)(1)). Records searches, field survey results, and monitoring results will be shared with Graton Rancheria, as appropriate. Resources found during the records search, tribal outreach, survey, and/or monitoring will be flagged for avoidance with an appropriate buffer identified by the qualified archaeologist, or the qualified archaeologist may identify modifications to the prescriptions using only hand tools or powered hand tools and access by foot with no ground disturbance, provided it would avoid all impacts to the resources. Any resource found during the site survey will be documented on California State Department of Parks and Recreation cultural resource record forms and a survey report will be completed for every cultural resource survey completed. The specific requirements will comply with the applicable state or local agency procedures.

CUL-4 Native American Project Notification

For core projects subject to a CEQA determination or compliance and requiring Marin Wildfire Board of Directors' approval, Graton Rancheria will be notified and project maps and/or spatial data provided for projects that will potentially entail ground disturbance. Any input from Graton Rancheria regarding specific resources that could be affected will be considered during project implementation through the methods of avoidance as described in CUL-3.

CUL-5 Cultural Resources Monitoring

Based on the results of CUL-3 and -4, cultural resources monitoring may be conducted in order to avoid impacts to known resources. In addition to flagging the resource for avoidance (as described in CUL-3) if monitoring is conducted, a qualified archaeologist will be present during ground disturbance work to ensure the known resources are avoided and protected during project implementation, and if the resource is identified to be pre-contact archaeological and/or a tribal cultural resource, a tribal monitor will be invited to attend during the ground disturbance work.

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ET-1 Environmental Training for Biological Resources^{4,5}

All crew members and contractors will receive training from a qualified registered professional forester (RPF) or biologist prior to beginning a treatment project where sensitive biological resources could occur in the work areas. The training will describe the appropriate work practices necessary to effectively implement the appropriate project design and implementation features and to comply with the applicable environmental laws and regulations. The training will include the identification, relevant life history information, and avoidance of potentially present special-status species with potential to occur; identification and avoidance of sensitive natural communities and habitats with the potential to occur in the treatment area; best management practices; and reporting requirements. As appropriate, the training will include protocols for work, such as specific trimming methods, where applicable. The training will instruct workers when it is appropriate to stop work and allow wildlife encountered during treatment activities to leave the area unharmed and when it is necessary to report encounters to a qualified RPF or biologist. The qualified RPF or biologist will immediately contact the California Department of Fish and Wildlife (CDFW) or United States Fish and Wildlife Service (USFWS), as appropriate, if any wildlife protected by the CE Species Act (CESA) or Federal Endangered Species Act (ESA) is encountered and cannot leave the site on its own (without being handled).

ES-1 Environmental Surveys for Rare Plants

Within areas where rare and special-status plants have a moderate to high potential to occur, based on desktop data of habitat types, known site-specific information, and the professional judgment of qualified biologists, surveys will be conducted prior to any activity that has the potential to damage perennial plants or is proposed to occur during the flowering season for the specific annual plant species that has the potential to damage the flowering body and seeds of these plant species. Activities that have the potential to damage the flowering body may include but may not be limited to mowing, weed whacking, off-road vehicle and heavy equipment use, discing, and prescribed burning.

Surveys for rare plants will occur for these species across the entire project footprint. Surveys will occur during the blooming period, if feasible, and will occur prior to work for the specified special-status plant. If blooming period surveys are not feasible and the sensitive plant in question can be keyed to genus outside of the blooming period, surveys will be conducted for all members of the genus. Individuals will be flagged for avoidance or modified methods. Physical avoidance will include flagging, fencing, stakes, or clear, existing landscape demarcations (e.g., edge of a roadway) to delineate the boundary of the avoidance area around the suitable habitat and removal after completion. For physical avoidance, a buffer may be implemented as determined necessary by the biologist. Sensitive species damage or loss avoidance may include implementation of appropriate species-specific no-activity buffers around sensitive resources. Temporary fencing will also be implemented, as and where determined necessary

⁴ Adapted from the measures in the East Bay Municipal Utility District (EBMUD) Practices and Procedures Monitoring and Reporting Plan Section 01 35 44 Environmental Requirements, August 2018.

⁵ Adapted from measures in the California Board of Forestry and Fire Protection California Vegetation Treatment Program Final Environmental Impact Report (CalVTP EIR), November 2019.

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based on the species tolerance, if grazing is prescribed in the area of flagged individuals for avoidance or modified methods (WILD-1).

ES-2 Assessment of Suitable Habitat for Listed Species

If planned treatment activities could potentially modify or convert suitable habitat for federal or state listed threatened and endangered species that have a moderate or high potential for occupation by the species, as determined by a qualified biologist, a survey of the site will be conducted. The qualified biologist will assess the site and planned treatment activities to determine whether avoidance or modification of the treatment is necessary to ensure that loss of suitable habitat will not occur. Refer also to NSO-3 and NSO-4 regarding prevention of habitat alteration in suitable northern spotted owl habitat.

IP-1 Clean Equipment^{4,6}

All crew members, surveyors, and other personnel on site related to project activities will clean clothing, footwear, and equipment used during treatments of soil, seeds, vegetative matter, other debris or seed-bearing material, or water (e.g., rivers, streams, creeks, lakes) before entering the treatment area or when leaving an area with infestations of invasive plants, noxious weeds, known plant pathogens, or invasive wildlife.

IP-2 Prevent the Spread of Invasive Species and Plant Pathogens^{4,5}

Segregate and treat soils and vegetation contaminated with invasive plant seeds and propagules. Treat, as appropriate, to prevent the spread of invasive plants. Treatment may include disposal on site within already infested areas, chipping or pile burning and mulching to eliminate viable seeds, or disposal at an approved cogeneration plant or green waste facility.

Minimize soil disturbance to the greatest extent possible to reduce the potential for introducing or spreading invasive plants or plant pathogens, to protect topsoil resources, and to reduce available habitat for the establishment of new invasive plants.

IP-3 Treat Invasive Plants Prior to Seeding^{4,5}

Schedule activities to maximize the effectiveness of control efforts and minimize introduction and spread of invasive plants as feasible, with consideration for project objectives and location (e.g., install and maintain fuel breaks, disc lines, and other work before non-native plants set seeds).

IP-4 Retain Native Plants^{4,5}

When removing vegetation, focus first on removing invasive and highly flammable species, and dead or diseased vegetation. Retain beneficial, low-fire risk, healthy native plant species whenever possible, except where the historic disturbance regime for the vegetation community has not been maintained or the vegetation poses a hazard to the public.

⁶ Adapted from measures in the draft Ecologically Sound Practices Partnership, Ecologically Sound Practices for Vegetation Management (ESP) report, May 2021.

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GEO-1 Erosion and Soils Loss Stabilization Measures²

Soils will be stabilized if a vegetation management activity may leave less than 70 percent groundcover or native mulch/organic material.

For areas between 50 percent and 70 percent ground cover left:

- Sow native grasses and other suitable native vegetation on denuded areas where natural colonization or other replanting will not occur rapidly; use slash or chips to prevent erosion on such areas.
- Use surface mounds, depressions, logs, rocks, trees and stumps, slash and brush, the litter layer, and native herbaceous vegetation downslope of denuded areas to reduce sedimentation and erosion, as necessary to prevent erosion or slope destabilization.
- Install approved, biodegradable erosion-control measures and non-filament-based geotextiles (e.g., coir, jute) when:
 - Conducting substantial ground-disturbing work (e.g., use of heavy equipment, pulling large vegetation) within 100 feet and upslope of currently flowing or wet wetlands, streams, lakes, and riparian areas;
 - Causing soil disturbance on moderate to steep (10 percent slope and greater) slopes; and
 - Removing invasive plants from stream banks to prevent sediment movement into watercourses and to protect bank stability.
- Sediment-control devices, if installed, will be certified weed-free, as appropriate. Sediment control devices will be inspected daily during active work to ensure that they are repaired and working as needed to prevent sediment transport into the waterbodies.

For areas with less than 50 percent ground cover:

- Any of the above measures
- Stabilize with mulch or equivalent immediately after project activities, to the maximum extent practicable.
- If project activities could result in substantial sediment discharge from soil disturbance, as determined by the qualified personnel (e.g., RPF), organic material from mastication or mulch will be incorporated onto at least 75 percent of the disturbed soil surface where the soil erosion hazard is moderate or high, and 50 percent of the disturbed soil surface where soil erosion hazard is low to help prevent erosion.
- Where slash mulch is used, it will be packed into the ground surface such as with heavy equipment so that it is sufficiently in contact with the soil surface.

Once work is completed, the areas will be inspected at least annually if accessible, until groundcover exceeds 70 percent or slopes have stabilized, as determined by a qualified professional. At that time, erosion-control and slope-stability devices may be removed.

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GEO-3 Soil Saturation and Rain Event Measures^{1,2,4}

The following measures will be implemented to prevent soil loss and erosion during rain events and following rain events:

- Shut down use of off-road heavy equipment, skidding, and truck traffic when soils become saturated (from rain event) and unable to support the machines. Saturated soil means that soil and/or surface material pore spaces are filled with water to such an extent that runoff is likely to occur.
- Off-road heavy equipment work will be suspended if the National Weather Service forecast is a “chance” (30 percent or more) of rain within the next 24 hours
- Ground disturbing work (e.g., use of heavy equipment, pulling large vegetation) will not occur during rain events (i.e., 0.5 inch of rain within a 48-hour or greater period ≥ 1.5 inches in 24 hours) and may resume when precipitation stops and soils are no longer saturated. Indicators of saturated soil conditions may include, but are not limited to: (1) areas of ponded water, (2) pumping of fines from the soil or road surfacing, (3) loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts, (4) spinning or churning of wheels or tracks that produces a wet slurry, or (5) inadequate traction without blading wet soil or surfacing materials.
- For activities that involve ground disturbing work and have not been stabilized, inspect for evidence of erosion after the first rain event (i.e., 0.5 inch of rain within a 48-hour or greater period) as soon as is feasible after the event. Any area of erosion that will result in substantial sediment discharge will be remediated within 48 hours.
- For activities that involve ground disturbing work, inspect project areas for the proper implementation of erosion control, as necessary and determined by the qualified personnel (e.g., RPF), prior to the rainy season. If erosion control measures are not properly implemented, the measures will be remediated prior to the first rainfall event.

GEO-4 Mulch Application

When applying mulch, limit the depth of the chips to 2 to 4 inches to the extent feasible to minimize risk of increasing smoldering in the event of a wildfire. Chips should not be piled up around the base of trees.

HAZ-1 Leak Prevention and Spill Cleanup^{1,4}

The project proponent will, at a minimum, implement measures that address the following procedures related to the use of hazardous materials during work:

- Proper disposal or management of contaminated soils and materials (i.e., clean up materials)
- Daily inspection of vehicles and equipment for leaks and spill containment procedures
- Emergency response and reporting procedures to address hazardous material releases

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- Emergency spill supplies and equipment will be available to respond in a timely manner if an incident should occur
- Response materials such as oil-absorbent material, tarps, and storage drums will be available in the plan area at all times during management activities and will be used as needed to contain and control any minor releases
- The absorbent material will be removed promptly and disposed of properly
- Use of secondary containment and spill rags when fueling
- Discourage “topping-off” fuel tanks
- Workers using fuels or other hazardous materials must be knowledgeable of the specific procedures necessary for hazardous materials cleanup and emergency response
- All diesel and gasoline powered equipment will be maintained per manufacturer's specification, and in compliance with all state and federal emission requirements

HAZ-2 Wildfire Risk Reduction^{1,3,4}

The following measures will be implemented during activities that involve the use of equipment that can generate sparks or heat:

- Maintain fire suppression equipment (e.g., shovel, extinguisher) in work vehicles and ensure workers are trained in use
- Closely monitor for ignited vegetation from equipment and tool use
- Train workers to properly handle and store flammable materials to minimize potential ignition sources
- Prohibit smoking in vegetated areas
- Avoid use of spark- and/or heat-generating equipment during high fire danger days (e.g., Red Flag Days and Fire Weather Watch)
- Outfit off-road diesel vehicles and equipment with spark arrestors
- Avoid metal string or blade weed trimmers
- Maintain one fire extinguisher for each chainsaw

HAZ-3 Pile Burning³

The following measures will be implemented to reduce hazards associated with pile burning:

- Pile burning will only be allowed on days when fire is less likely to spread (e.g., wind speeds are less than 15 mph).
- Piles will only be constructed in areas where burning can be safely controlled, for example, on the flattest area possible. Bottoms of steep, vegetated hills will be avoided.
- Piles should be constructed with 10 feet of clearance around them.
- Piles will be set back from public roads and trails at a distance to minimize risk to the public or cordoned off from the public.
- All requirements of CAL FIRE, the local fire department, and/or the BAAQMD will be met, including any permit, notification, burn bans, and reporting requirements.
- Have fire suppression crews on-site during the fire season determined by CAL FIRE or the local fire department (typically mid-May to mid-November) during curtain and pile burns.

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- Pile burning will adhere to BAAQMD criteria pollutant thresholds and Regulation 5 for open burning.

HAZ-4 Application of Herbicides⁴

Projects will comply with all herbicide application regulations and ecologically sound integrated pest management principles.

- Herbicide containers will be triple rinsed with clean water at an approved site, and rinsate will be disposed of by placing it in the batch tank for application.
- Herbicide drift to public areas or sensitive areas will be minimized through the following measures:
 - Application will cease when weather parameters exceed label specifications or when sustained winds at the site of application exceeds 7 miles per hour (whichever is more conservative).
 - No herbicide will be applied during precipitation events or if precipitation is forecast 24 hours before or after project activities.
 - Spray nozzles will be configured to produce the largest appropriate droplet size to minimize drift.
 - Low nozzle pressures will be utilized.
 - Spray nozzles will be kept within 24 inches of vegetation, if spraying.
- For herbicide applications occurring within or adjacent to public recreation areas, residential areas, schools, or any other public areas within 500 feet, signs will be posted at each end of herbicide application areas and any intersecting trails notifying the public of the use of herbicides at a minimum 1 day before and 1 day after herbicide use.

HAZ-5 Protect Vegetation and Special-Status Species from Herbicides⁴

The project proponent will implement their approved integrated pest management (IPM) procedures when utilizing herbicides, or the following measures if no IPM is in place that addresses herbicide use in sensitive areas:

- Locate herbicide mixing sites in areas devoid of vegetation and where there is no potential of a spill reaching non-target vegetation or a waterway.
- Use only herbicides labeled for use in aquatic environments when working in riparian habitats or other areas where there is a possibility the herbicide could come into direct contact with water. Only hand application of herbicides will be allowed in riparian habitats and only during low-flow periods or when seasonal streams are dry.

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- No terrestrial or aquatic herbicides will be applied within Watercourse and Lake Protection Zones (WLPZs) of Class I⁷ and II⁸ watercourses, if feasible. If this is not feasible, hand application of herbicides labeled for use in aquatic environments may be used within the WLPZ.
- No herbicides will be applied through any method within a 50-foot buffer of federal Endangered Species Act (ESA) or California ESA listed plant species or within 50 feet of dry vernal pools other than painted or sponged on applications to invasive and/or non-native species cut stumps.
- For spray applications in and adjacent to habitats suitable for special-status species, use herbicides containing dye (registered for aquatic use by California Department of Pesticide Regulation, if warranted) to prevent overspray.

NOI-1 Minimization of Noise Disruption to Nearby Neighbors and Sensitive Receptors^{4,9}

All projects will comply with applicable local noise ordinances. All powered equipment and power tools will be used and maintained according to manufacturer specifications. All diesel- and gasoline-powered treatment equipment will be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations.

Measures to minimize noise disruption to nearby neighbors and sensitive receptors will be implemented as needed. These measures may include but are not limited to:

- Using noise control technologies on equipment (e.g., mufflers, ducts, and acoustically attenuating shields)
- Locating stationary noise sources (e.g., pumps and generators) away from sensitive receptors
- Closing engine shrouds during equipment operations
- Shutting down equipment when not in use. Equipment will not be idled unnecessarily
- Operating heavy equipment during daytime hours if such noise would be audible to receptors (e.g., residential land uses, schools, hospitals, places of worship)
- Locating project activities, equipment, and equipment staging areas away from nearby noise-sensitive land uses (e.g., residential land uses, schools, hospitals, places of worship), to the extent feasible

⁷ A Class I watercourse includes any domestic supplies, including springs, on site and/or within 100 feet downstream of the operations area, and/or fish are always or seasonally present onsite, and includes habitat to sustain fish migration and spawning.

⁸ A Class II watercourse has fish always or seasonally present offsite within 100 feet downstream, and or aquatic habitat for nonfish aquatic species. Class II watercourses excludes Class III waters that are tributaries to Class I waters.

⁹ Adapted from San Francisco Public Utilities Commission (SFPUC), Standard Construction Measures, July 2015.

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NSO-1 Northern Spotted Owl Nesting Season Avoidance¹

Each project will be reviewed by a qualified biologist to determine if northern spotted owls have potential to occur near proposed project activities. Within areas where northern spotted owl have the potential to occur, work, including mowing with heavy equipment, the mechanical removal of vegetation, or prescribed burning, including pile and broadcast burning, will occur outside of the northern spotted owl nesting season to the extent feasible (February 1 to July 31).

If work must occur during the northern spotted owl nesting season, either NSO-2 or NSO-3 will apply.

NSO-2 Work During Northern Spotted Owl Nesting Season – Surveys¹

Within an area where northern spotted owl has the potential to occur, when work will occur during the northern spotted owl nesting season (February 1 through July 31), and work is not considered low-impact by a qualified biologist the following measure will apply. Low impact type activities include, but are not limited to, goat grazing, hand pulling of weeds, hand trimming of trees and vegetation with non-mechanized equipment, chipping from existing roadways in residential areas, and use of mechanized equipment adjacent to roads or in residential areas that is a typical noise for the environment. In contrast, high-impact activities may include operation of heavy machinery in wildlands with lower baseline environmental noise, or work which produces noise disturbance for a longer duration than is typical in the environment.

The biologists will determine if a known breeding pair is found within 0.25 mile of the proposed activity (i.e., from existing surveys that season or historic data) and perform a nest check to confirm presence. If no survey data for the season has been completed for the areas, two surveys will be conducted by a qualified biologist (whose qualifications have been approved by Marin Wildfire or lead public agency) for nesting northern spotted owls during the months of April and May preceding the commencement of these activities. At a minimum, the survey area will include all suitable nesting habitats within 0.25 mile of any planned activity sites, and then one of the two options listed below will be implemented. If access cannot be secured for surveys, then work should be delayed until after the nesting season, unless it can be shown that noise generation from the activities and the activities proposed would be below noise and visual disturbance levels for northern spotted owls (refer to USFWS Revised Transmittal of Guidance: Estimating the Effects of Auditory and Visual Disturbance to Northern Spotted Owls and Marbled Murrelets in Northwestern California) at the nest site, if known.

- If it is conclusively determined that there are nesting northern spotted owls, planned activities that generate noise (e.g., mowing, heavy equipment usage, crews with hand tools that generate noise) in areas without regular human disturbances from human residency (e.g., leaf blowers, home construction and remodeling, roadways), that are within 0.25-mile of an identified active nest will not begin prior to September 1 unless the young have fledged, at which time work may begin no earlier than July 10. Prescribed burns may only occur within suitable northern spotted owl habitat (as determined by a qualified biologist) during the nesting season if protocol surveys have determined that northern spotted owl nesting is not occurring in the area of planned activity.
- If work must occur within 0.25 mile, and work has been determined to have the potential to impact an active northern spotted owl nest, CDFW and USFWS would

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be consulted to determine if take could occur and whether further permits are required.

NSO-3 Northern Spotted Owl Habitat Alteration¹

For projects involving removal of large trees (10 inches DBH or greater) in potential northern spotted owl roosting, or nesting habitat (as identified during the desktop review) in areas without regular human disturbances from human residency, habitat alteration within core use areas (nesting and roosting habitat) will be planned in consultation with a qualified northern spotted owl biologist.

NSO-4 Retain Dusky-footed Woodrat Nests^{1,5}

Dusky-footed woodrats are important prey for northern spotted owls. Wherever feasible, project activities will leave dusky-footed woodrat nests intact. If possible, maintain a 3-foot buffer of vegetation around dusky-footed woodrat middens.

NB-1 Nesting Bird Season Avoidance^{1,4,5,10}

Whenever possible, schedule work outside of the bird nesting season, which is generally from February 1 through July 31st ¹¹. Not all species nest between the regulatory season, and active nests that are encountered year-round are protected.

NB-2 Nesting Bird Surveys^{1,4,5}

If work that has the potential to impact nesting birds commences between February 1 and July 31 (during the nesting season), a qualified biologist (whose qualifications have been approved by Marin Wildfire or lead public agency) will conduct a pre-activity survey for nesting birds.

Nesting bird surveys are recommended during the nesting season for work involving mowing with heavy equipment, other vegetation (including tree) removal or limbing and trimming activities, and prescribed (broadcast and pile) burning. Low-impact activities including goat grazing, hand-pulling weeds, and herbicide application do not generally require nesting bird surveys. Determination of need for surveys for low-impact activities should be evaluated on a case-by-case basis in consultation with a qualified biologist or RPF.

Nesting bird surveys will occur within no more than 7 days prior to work to ensure that no nests will be disturbed during vegetation management work. If work pauses for more than 7 days, a follow-up survey will be conducted prior to the restarting of work. Appropriate survey areas will be determined by the qualified biologist depending on the project footprint, type of activity proposed, and suitable habitat for nesting birds. Surveys will be conducted during periods of high bird activity (i.e., 1-3 hours after sunrise and 1-3 hours before sunset). If the qualified biologist determines that visibility is significantly obstructed due to on-site conditions (such as

¹⁰ Adapted from Marin County Parks (MCP), Bird Nesting Survey Training Manual, 2017.

¹¹ Note that the general nesting season between February 1 and July 31 is a guideline, and that birds may begin nesting beforehand, and complete nesting after these dates. Regardless, active nests are protected year-round. Avian nesting season may begin as early as January 1 and extend to August 15 or beyond.

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access issues, rain, fog, smoke, or sound disturbance [including high wind]), surveys will be deferred until conditions are suitable for nest detection.

NB-3 Nesting Birds: Active Nest Avoidance^{1,4,5,7}

If active nests (i.e., presence of eggs and/or chicks) are observed in areas that could be directly or indirectly disturbed (including noise disturbance), a temporary, species-appropriate no-disturbance buffer zone will be created around the nest sufficient to reasonably expect that breeding would not be disrupted. No work will occur inside the buffer zone.

The size of the buffer zone will be determined by the biologist, by taking into account factors including but not limited to the following:

- Noise and human disturbance levels at the site at the time of the survey and the noise and disturbance expected during the work;
- Distance and amount of vegetation or other screening between the site and the nest; and
- Sensitivity of individual nesting species and behaviors of the nesting birds, taking into account factors such as topography, visibility to source of disturbance, noise/vibration, nesting phase, and other case-by-case specifics.

Buffer sizes may be altered during the course of work at the recommendation of the biologist. Raptor nests are subject to additional protections, including during the “branching” phase, when fledglings begin to fly but do not fully leave the nest. Buffers will be maintained until young fledge or the nest becomes inactive, as determined by the qualified biologist.

If work must occur within the buffer, proceed to NB-4.

NB-4 Nesting Birds: Active Nest Monitoring^{1,4,5,7}

If an avoidance buffer is not achievable, a qualified biologist may monitor the nest(s) during work activities within the recommended nest buffer to document that no take of the nest (nest failure) has occurred related to work activities. If it is determined that work activity is resulting in nest disturbance, work should cease immediately.

RB-1 Pework Survey^{3,4}

If vegetation management activities would (1) occur in trees with potential for roosting bat species (e.g., trees with a diameter at breast height of 10 inches or greater), (2) would include removal of trees where a bat could be roosting and (3) the work would commence between March 1 and July 31¹², during the bat maternity period, a pre-activity survey will be conducted for roosting bats within 2 weeks prior to work to ensure that no maternity roosting bats will be disturbed during work. This survey can be conducted concurrent with other surveys for other sensitive species. Potentially suitable bat roosting habitat within the work footprint that have been determined to be unoccupied by roosting bats, or that are located outside the avoidance

¹² In the coastal zone, the bat roosting season for Marin Wildfire-funded core projects is March 1 through April 31; September 1 through October 15.

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buffer for active roosting sites may be removed. Roosting initiated during work is presumed to be unaffected, and no buffer would be necessary.

RB-2 Avoidance of Maternity Roosts and Day Roosts³

If active maternity roosts or day roosts are found within the project site, or in areas subject to disturbance from work activities, avoidance buffers will be implemented. The buffer size will be determined in consultation with the qualified biologist or RPF.

RB-3 Bat Roosting Tree Removal – Seasonal Restrictions³

If it is determined that a colonial maternity roost is potentially present, the roost will be avoided and will not be removed during the breeding season (March 1 through July 31) unless removal is necessary to address an imminent safety hazard.

Operation of mechanical equipment producing high noise levels (e.g., chainsaws, heavy equipment) in proximity to buildings/structures supporting or potentially supporting a colonial bat roost will be restricted to periods of seasonal bat activity (as defined above), when possible.

RB-4 Bat Roosting Tree Removal – Emergency Removals³

Potential non-colonial roosts that must be removed in order to address a safety hazard, can be removed after consultation with a biologist. Removal will occur on warm days in late morning to afternoon when any bats present are likely to be warm and able to fly. Appropriate methods will be used to minimize the potential of harm to bats during tree removal. Such methods may include using a two-step tree removal process. This method is conducted over two consecutive days, and works by creating noise and vibration by cutting non-habitat branches and limbs from habitat trees using chainsaws only (no excavators or other heavy machinery) on Day 1. The noise and vibration disturbance, together with the visible alteration of the tree, is very effective in causing bats that emerge nightly to feed, to not return to the roost that night. The remainder of the tree is removed on Day 2.

SH-1 Riparian Resources – Project Design^{4,5}

In riparian areas, treatments will be limited to removal of uncharacteristic fuel loads (e.g., removing dead or dying vegetation), trimming/limbing of woody species as necessary to reduce ladder fuels, and select thinning of vegetation to restore densities that are representative of healthy stands of the riparian vegetation types that are characteristic of the region. Allowable activities include hand removal (or mechanized removal where topography allows) of dead or dying riparian trees and shrubs, invasive plant removal, selective thinning, and removal of encroaching upland species. Mature, healthy trees will not be removed from a riparian corridor. Any activities conducted within a riparian corridor will be conducted so as to avoid alteration to a bed, channel, or bank of a waterway and all debris, including sawdust, chips, or other vegetative material, will be prevented from entering the bed, channel, or bank of a waterway, unless a permit from the California Department of Fish and Game under Section 1600 is obtained.

SH-2 Grazing and Sensitive Habitats⁴

Avoid grazing in sensitive habitats including serpentine-associated communities, chaparral, and across waterways and within a 50 foot buffer if there is a need for protection of riparian vegetation from grazing. Limited grazing may be allowed if it would be beneficial to plant and

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wetland communities, including serpentine-associated communities, without causing harm (e.g., removal of invasive species) and would not result in erosion.

SH-3 Minimization of Pile Burning Disturbance^{13,14}

Pile burning will not be performed in sensitive habitats, such as serpentine-associated communities, wetlands, or riparian areas. If piles are burned on a different day than piled, the piles should be moved prior to burning to ensure wildlife is not present, such as by re-piling by hand, or a qualified biologist will inspect the pile prior to burning to ensure wildlife are not present. If moving or inspection of the piles is not feasible, the pile will be lit from one side and allowed to burn slowly to the other side, in order to allow any wildlife to relocate, rather than lighting the entire pile at once.

TR-1 Emergency Access to Project Areas^{1,2}

The following measures will be implemented to maintain emergency access:

- At least one week prior to temporary lane or full closure of a public road for vegetation management-related work, the appropriate emergency response agency/agencies will be contacted with jurisdiction to ensure that each agency is notified of the closure and any temporary detours in advance and obtain all required encroachment permits
- In the event of any emergency, roads blocked or obstructed for maintenance activities will be cleared to allow the vehicles to pass.
- During temporary lane or road closures on public roads, flaggers equipped with two-way radios will be utilized where needed to control traffic. During an emergency, flaggers will radio to the crew to cease operations and reopen the public road to emergency vehicles.
- All authorized vehicles at the treatment site will be parked to not block roads when no operator is present to move the vehicle.

TR-2 Traffic Control Measures³

Traffic control measures will be implemented to maintain traffic and pedestrian circulation on streets affected by project activities. The following measures may include:

- All traffic control devices will conform to the latest edition of the MUTCD, and as amended by the latest edition of the MUTCD California supplement.
- Any work that disturbs normal traffic signal operations and ensure proper temporary traffic control (lane shifts, lane closures, detours etc.) will be coordinated with the agency having jurisdiction, at least 72 hours prior to commencing work.
- Flaggers and/or warning signage of work ahead.

¹³ Adapted from Marin County Open Space District (MCOSD). (2015, April). Vegetation and Biodiversity Management Plan. *Best Management Practices*.

¹⁴ Adapted from California Department of Fish and Wildlife (CDFW). (2011). California Endangered Species Act Incidental Take Permit No. 2081-2011-046-03. *Wildfire Hazard Reduction and Resource Management Plan*. East Bay Regional Parks District

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- A minimum of twelve (12) foot travel lanes on public roads must be maintained unless otherwise approved.
- Maintaining access to driveways and private roads at all times unless other arrangements have been made.
- Traffic control devices will be removed from view or covered when not in use.
- Sidewalks for pedestrians will remain open if safe for pedestrians. Alternate routes and signing will be provided if pedestrian routes are to be closed.
- Scheduling truck trips during non-peak hours to the extent feasible.

References

- National Park Service. 2006. "Golden Gate National Recreation Area Fire Management Plan, Marin, San Francisco, San Mateo Counties, CA Final Environmental Impact Statement and Record of Decision."
<https://parkplanning.nps.gov/document.cfm?documentID=67728>.
- Oneto, SR, G. Kyser, and D. JM. 2010. *Efficacy of Mechanical and Herbicide Control Methods for Scotch Broom (Cytisus Scoparius) and Cost Analysis of Chemical Control Options*. Journal of Invasive Plant Science and Management.

STAFF REPORT

FOR THE MEETING OF September 17, 2026

To: Marin Wildfire Prevention Authority Board of Directors

From: Mark Brown, Executive Officer

Subject: Fourth Amendment to Professional Services Agreement with Willow Labs, LLC

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the Executive Officer to execute the Fourth Amendment to the Professional Services Agreement with Willow Labs, LLC (“Willow”), in substantially the form attached as Attachment 1.

BACKGROUND:

On May 12, 2022, the Marin Wildfire Prevention Authority (“Marin Wildfire”) entered into a Professional Services Agreement (“Agreement”) with Willow Labs, LLC to provide modeling and analysis to measure the safety impact of Marin Wildfire’s wildfire mitigation efforts (Attachment 2).

The Agreement has since been amended three times to expand Willow’s scope of work as Marin Wildfire’s data and risk-modeling needs have grown. Given Willow’s track record and demonstrated expertise performing risk assessments for both private parcels and vegetation projects, staff recommends that Willow continue as the consultant responsible for this work under a Fourth Amendment to the Agreement.

ANALYSIS:

The proposed Fourth Amendment allows for the following work as detailed in Exhibit B to the Amendment:

- Metrics Updates: quarterly updates to Fire Resilient Roads and Goal 1 vegetation management metrics, near-real-time production of Dynamic Risk Scores upon completion of inspections, one assessment of Goal 5 metrics changes, and some coordination with Marin Wildfire's GIS consultant, Green Info Network, on data metrics, data sharing, and data schema, as needed.
- Additional Analysis: an update to the fire pathways data set to incorporate implemented vegetation management projects, and ongoing monthly support for the vegetation management and on-parcel risk assessment web viewers and tools. On an as-needed basis, this also includes up to 20 hours per JPA zone of project planning and analysis, up to five presentations to Marin Wildfire JPA zones and/or member agencies, and an in-person presentation to the Defensible Space Alliance's Spring 2027 Academy.
- CWPP Update (Fall 2026 through Spring 2027): continued hosting, maintenance, and improvement of the CWPP prioritization tool; up to three Marin Wildfire board or committee meetings; ongoing agency coordination and stakeholder communication; and integration of new modeling approaches into the CWPP, including an investigation of Marin County fire ignition records to improve the ignition likelihood component and, potentially, urban conflagration analysis results or discussion (XyloPlan).

The Fourth Amendment also establishes a not-to-exceed amount of \$144,700 for the FY26/27 scope of work, as detailed in Exhibit B to the amendment. Finally, the amendment extends the term of the Agreement for two years, from September 17, 2026 through September 16, 2028,

with the option to extend for up to one additional year upon mutual agreement of the parties and approval of the Executive Officer.

FISCAL IMPACT:

The Fourth Amendment establishes a not-to-exceed amount of \$144,700 for the FY26/27 scope of work, as detailed in Exhibit B to the proposed amendment.

ENVIRONMENTAL IMPACT:

Authorizing the Executive Officer to execute the Fourth Amendment 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 Fourth Amendment to Willow Labs May 12, 2022 agreement (including Scope of Work at Exhibit B)
Attachment 2: Willow Labs May 12, 2022 Agreement

PROFESSIONAL SERVICES AGREEMENT
FOR PILOT PROGRAM FOR PARCEL RISK ASSESSMENT MODEL

This Agreement is made and entered into this day of , 2022, by and between the MARIN WILDFIRE PREVENTION AUTHORITY (hereinafter "**MWPA**"), and WILLOW LABS, INC. (hereinafter "**CONSULTANT**"). This Professional Services Agreement and the related Attribute Data Agreement (**Exhibit A**) and Scope of Services (**Exhibit B**) shall be collectively referred to as the "Agreement".

RECITALS

WHEREAS, **MWPA** desires to utilize **CONSULTANT** to provide modeling and analysis support to measure the safety impact of **MWPA**'s wildfire mitigation efforts; and

WHEREAS, **CONSULTANT** is uniquely qualified to perform these services, because **CONSULTANT** has built a new generation of wildfire risk modeling tools that harness advanced models to characterize how, when, and where wildfires will burn.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **MWPA'S Project Manager.** The Executive Officer, Mark Brown, 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**. Ben Hinshaw 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/or provide services outlined in the Willow Proposal dated March 29, 2022 ("Work"), attached as Exhibit B and incorporated herein by reference.

- a. Should **CONSULTANT** use any subcontractors, it shall require all subcontractors to abide by the terms of this Agreement and shall be liable for any acts or omissions of

- subcontractors as if they were **CONSULTANT**'s own acts or omissions.
- b. **CONSULTANT** will abide by the Attribute Data Agreement attached as Exhibit A.

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 responsive information and data to **CONSULTANT** upon request, provided the information requested is either (a) not subject to data privacy regulations or (b) adequate contractual safeguards through the Attribute Data Agreement, Exhibit A hereto, or otherwise, are in place to protect information subject to data privacy regulations;
- b. **MWPA**'s PROJECT MANAGER will give feedback to **CONSULTANT** following completion of each task as specified in the Acceptance provision below.

4. COMPENSATION.

For the full performance of the services described herein by **CONSULTANT**, **MWPA** shall pay **CONSULTANT** upon completion of the Work identified in the Exhibit B. In no event shall compensation for Work under this Agreement exceed \$20,000.00.

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

5. ACCEPTANCE AND OPT-OUT.

A. ACCEPTANCE.

Upon **CONSULTANT**'s delivery of the Work described in the Scope of Services, Exhibit B attached hereto, **MWPA** will determine whether it conforms to the specifications contained in the Scope of Services. As soon as reasonably practicable but in any event within thirty (30) days after delivery, **MWPA** will provide **CONSULTANT** with a written acceptance of the Work or a written statement of errors to be corrected (a "Statement of Errors"). If **MWPA** provides **CONSULTANT** with a Statement of Errors, then **CONSULTANT** promptly (but in any event within thirty (30) days) will correct the errors identified in the Statement of Errors and re-deliver the Work to **MWPA** for re-evaluation. The foregoing procedure will be repeated until **MWPA** accepts or finally rejects the Work. If **MWPA** finally rejects the Work, then **CONSULTANT** will be deemed to be in material breach of this Agreement, and, in addition to any other rights or remedies that **MWPA** may have (at law, in equity or under this Agreement), **MWPA** will have the right to terminate this Agreement immediately upon notice to **CONSULTANT**.

6. TERM OF AGREEMENT.

The term of this Agreement shall be for six (6) months commencing on April 19, 2022 and ending on October 19, 2022. Upon mutual agreement of the parties, and subject to the approval of the Executive Officer of **MWPA** the term of this Agreement may be extended for an additional

period of up to one (1) year(s).

7. TERMINATION.

A. **Discretionary.** MWPA 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 Documents.** Upon termination, any and all MWPA documents or materials provided to CONSULTANT and any and all of CONSULTANT's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to MWPA as soon as possible, but not later than thirty (30) days after termination.

8. OWNERSHIP OF DOCUMENTS, WORK, AND MWPA DATA.

The Work outlined in Exhibit B, including written documents and materials prepared by the CONSULTANT in connection with the performance of its duties under this Agreement, shall be the sole property of MWPA and Consultant hereby assigns to MWPA all right, title, and interest in and to the Work. MWPA may use said 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 and extensions thereof. "MWPA Data" means any data or information supplied to CONSULTANT by or on behalf of MWPA. 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. Except as expressly set forth herein, CONSULTANT alone (and its licensors, where applicable) will retain all intellectual property rights relating to the source code, object code or underlying structure, ideas or algorithms of the services or software, documentation or data CONSULTANT previously developed or developed outside of this Agreement, and will use to perform the Work ("Software"). Any suggestions, ideas, enhancement requests, feedback, or recommendations voluntarily provided by MWPA relating to the Software may be used by CONSULTANT for its business purposes. CONSULTANT's retention of all intellectual property rights as to Software does not include MWPA Data or Work, and, subject to the foregoing, does not allow CONSULTANT to use MWPA Data or Work other than to perform its duties under this Agreement.

a. Limitation on Use and Confidentiality.

Except as otherwise provided in Section 8 herein, MWPA Data and Work shall not be used by **CONSULTANT** for any other purpose than performing its duties 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 to anyone but MWPA and MWPA's agents, if any, with whom **MWPA** instructs **CONSULTANT** in writing to share MWPA Data or Work. 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 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 which is 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** in compliance with sections 8(a)-(c) like MWPA Data.

9. **INSPECTION AND AUDIT.**

Upon reasonable notice, and not more than once during the initial term of the Agreement, and if renewal option is exercised, then once during the renewal term, **CONSULTANT** shall make available to **MWPA**, or its agent, for inspection and audit, all Work, data, documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **MWPA** or its agent in any such audit or inspection.

10. **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.

11. 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 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. 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 in such capacity as a licensed professional, 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.

7. **CONSULTANT**, if it performs Tasks 5-6, will at all times during the term of this Agreement maintain Technology Professional Liability Errors and Omissions Insurance appropriate to the **CONSULTANT'S** profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and

obligations as is undertaken by the **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. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of **MWPA** in the care, custody, or control of the **CONSULTANT**. If not covered under the **CONSULTANT**’s liability policy, such “property” coverage of the **MWPA** may be endorsed onto the **CONSULTANT**’s Cyber Liability Policy as covered property as follows: “If the **CONSULTANT** maintains broader coverage and/or higher limits than the minimums shown above, the **MWPA** requires and shall be entitled to the broader coverage and/or the higher limits maintained by the **CONSULTANT**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the **MWPA**.”

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.

12. INDEMNIFICATION; REPRESENTATIONS AND WARRANTIES.

A. Except as otherwise provided in Paragraph B, **CONSULTANT** shall, to the fullest

extent permitted by law, indemnify, release, defend with counsel approved by **MWPA**, and hold harmless **MWPA**, its officers, agents, employees and volunteers (collectively, the “**MWPA Indemnitees**”), from and against all actions, proceedings, claims and demands by a third party (a “Third-Party Claim”), arising out of **CONSULTANT’S**, including any of its officers, employees, servants, agents, or subcontractors, negligent performance of its obligations or conduct of its operations under this Agreement and shall pay all damages, costs and expenses, including attorneys’ fees and costs (whether by settlement or award of a final judicial judgment) paid to the third party bringing any such Third-Party Claim. **CONSULTANT’S** obligations under this Section are conditioned upon (i) **CONSULTANT** being notified in writing by **MWPA** of a Third Party Claim promptly following **MWPA**’s receipt of notice of any Third Party Claim though **CONSULTANT** is only excused to the extent it is prejudiced by an unreasonable delay by **MWPA** following notice to **MWPA** of any Third Party Claim (ii) **CONSULTANT** having the right to control the defense, except as required by law, and (iii) **MWPA** providing all reasonable assistance (at **CONSULTANT’S** expense and reasonable request) in the defense of such claim. In no event shall **MWPA** settle any claim without **CONSULTANT’S** prior written approval. **MWPA** may, at its own expense, engage separate counsel to advise **MWPA** regarding a claim and to participate in the defense of the claim, subject to **CONSULTANT’S** right to control the defense and settlement.

In addition, **CONSULTANT** shall indemnify, release, and hold harmless the **MWPA Indemnitees** from and against any Third-Party Claims directly caused by **CONSULTANT** in connection with any data or security breach involving **MWPA** Data or the Work, including legal fees.

B. **CONSULTANT** agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section 12 for each and every subcontractor or any other person or entity performing work associated with this Agreement. In the event that **CONSULTANT** does not obtain such indemnity agreements from subcontractors and others as required herein, **CONSULTANT** agrees to be fully responsible and to indemnify, hold harmless and defend **MWPA**, its officers, agents, employees and volunteers from and against any Third Party 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.

C. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **MWPA** and its officers, officials, and employees (collectively **MWPA Indemnitees**) from and against damages, liabilities or costs (including incidental damages. Court costs, reasonable attorney’s fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such **MWPA Indemnitee**.

D. 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.

E. **CONSULTANT** hereby represents and warrants that: (a) it is the lawful licensee or owner of the Work and any technology related to the provision of services and has all the necessary rights in the Work and services to grant the licenses in this Agreement; (b) to Consultant's knowledge, neither the Work nor the Services infringe upon, misappropriate, or otherwise violate any Intellectual Property of any third party; (c) it has the expertise to perform under this Agreement in a competent, workmanlike, and professional manner and in accordance with the highest professional standards.

13. **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.

14. **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 its duties and obligations under this Agreement.

15. **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. **CONSULTANT** shall release, defend, indemnify and hold harmless **MWPA**, its 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.

16. **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.

17. **WARRANTY DISCLAIMER. THIS IS A PILOT PROGRAM AND EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, THE SOFTWARE AND**

CONSULTANT'S PROPRIETARY INFORMATION ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, CONSULTANT (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE.

18. LIMITATION OF LIABILITY.

IN NO EVENT WILL CONSULTANT (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF CONSULTANT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE GREATER OF (i) TWENTY THOUSAND DOLLARS, OR (ii) THE FEES PAID TO CONSULTANT HEREUNDER IN THE SIX MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO BREACH OF THE REQUIREMENTS OF SECTION 8 HERETO OR ANY GROSS NEGLIGENCE, WILFUL MISCONDUCT, OR FRAUD BY CONSULTANT OR ITS SUBCONTRACTORS OR THIRD PARTY CLAIMS.

19. 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
28 Liberty Ship Way, Suite 2800
Sausalito, CA 94965
Email: MBrown@marinwildfire.org

(415) 246-0280

TO **CONSULTANT**'s Project Director: Ben Hinshaw, CEO
Willow Labs, Inc.
64 Ramona Ave
San Francisco, CA 94103
Email: ben@willow-labs.co
(408) 624-7377

20. 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**.

21. 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.

22. 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.

23. 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.

24. 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).

25. 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.

26. 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.

27. 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: Ben Hinshaw

Name: Ben Hinshaw

Title: CEO

[If CONSULTANT is a corporation, add signature of second corporate officer]

By: _____

APPROVED AS TO

FORM: Name: _____

Title: _____

MEGAN H. ACEVEDO, General Counsel

EXHIBIT B

Willow Proposal dated March 29, 2022

Willow Labs – Scope of Work for FY26/27

August 24, 2026

Metrics Updates

Willow will provide ongoing updates to facilitate Marin Wildfire progress tracking:

- Quarterly (four) updates to the Fire Resilient Roads
- Quarterly (four) updates to the Goal 1 vegetation management metrics
- Near-real-time production of Dynamic Risk Scores upon completion of inspections
- One assessment of Goal 5 metrics changes
- Limited coordination with GIN on data metrics, data sharing, and data schema as needed

Additional Analysis

Willow will also work to help Marin Wildfire continue to operationalize the investments in data and metrics through the following work streams:

- One update to the fire pathways data set, incorporating implemented vegetation management projects
- Ongoing monthly support for the vegetation management and on-parcel risk assessment web viewers and tools

On an as-needed basis, Willow will also provide the following services, when requested:

- Up to 20 hours per JPA zone of project planning and analysis
- Up to five presentations to Marin Wildfire JPA zones and/or member agencies
- Develop and deliver an in-person presentation to the Defensible Space Alliance's Spring 2027 Academy

CWPP Update – Fall 2026 through Spring 2027

This is the only portion of the CWPP update plan that's been approved so far.

Willow will support Marin Wildfire and member agencies in planning that uses the CWPP and the associated datasets, including:

- Continued hosting, maintenance, and improvements to the CWPP prioritization tool
- Up to three Marin Wildfire board or committee meetings
- Ongoing agency coordination and stakeholder communication
- Integration of new modeling approaches into the CWPP. Based on stakeholder feedback, this will include an investigation of Marin County fire ignition records to improve the ignition likelihood component of the CWPP. It may also include some urban conflagration analysis results or discussion (XyloPlan).



Willow Labs

Task	Rate	Initial Scope Count	Fee
CWPP Update, Revisions, and Enhancements			
CWPP Planning System Hosting, Maintenance, and Continuous Improvement	\$2,000	12	\$24,000
Annual prioritization analysis - Assembly of data sources and updated recommendations			
Updates to executive summary with zone-specific insights			
Annual updates to public-facing storymap			
Annual presentations to BoD, ATC, and Operations Committees	\$1,900	3	\$5,700
Agency and stakeholder coordination	\$900	12	\$10,800
Fuel Model Update	\$40,000		
Updated Fire Behavior Modeling	\$65,000		
Integration of new modeling approaches into the CWPP (ex: urban conflagration, ignition data) budget is reserved and will be used if applicable	\$200	36	\$7,200
CWPP Subtotal			\$47,700
Metrics Analysis			
Update Fire Resilient Roads	\$2,250	4	\$9,000
Dynamic Risk Scores	\$0.50	35000	\$17,500
Updated strategic measures - Goal 5	\$3,250	1	\$3,250
Updated strategic measures - Goal 1 Quarterly Progress Assessment	\$2,500	4	\$10,000
Collaboration with GIN to facilitate data sharing	\$200	6	\$1,200
Metrics Analysis Subtotal			\$40,950
Ad-Hoc Analysis (Optional)			
Update Fire Pathways	\$5,700	1	\$5,700
Dashboard Hosting and Maintenance - Vegetation and on-Parcel Risk	\$900	12	\$10,800
Up to 20 hours per zone per year of project planning and analysis (pay for what you use)	\$200	120	\$24,000
Annual presentations to Marin Wildfire zones and member agencies (Pay for what you use)	\$1,750	5	\$8,750
Development and Delivery of Workshop Materials - Defensible Space and Home Hardening - Inspection Programs	\$200	24	\$4,800
On-Site Workshops and Presentations - Estimated Travel Fees - Inspection Programs	\$2,000	1	\$2,000
Ad-Hoc Analysis Subtotal			\$56,050
Grand Total			\$144,700

STAFF REPORT

FOR THE MEETING OF SEPTEMBER 17, 2026

To: Marin Wildfire Prevention Authority Board of Directors

From: Ted Briggs, Vegetation Management Specialist

Subject: Request for Qualifications for a Variety of Vegetation Management Services

RECOMMENDATION:

Staff recommends that the Board authorize staff to release a Request for Qualifications (RFQ) in substantially the same form as the attached document (Attachment 1), seeking contractors for vegetation management, tree trimming and removal, and fuel load reduction services to be provided under master services agreements (Attachment).

BACKGROUND:

In order to hire contractors to implement core vegetation management projects, MWPA Member Agencies may either use their own procurement processes to secure contractors or have MWPA take the lead on contracting for these projects. In response to Member Agency requests in 2023 to take a more active contracting role and to provide a streamlined contracting process, staff, with Board approval, created and is operating a contracting platform which Member Agencies have chosen for the vast majority of MWPA vegetation management contracts. Since its creation in January, 2024, staff have executed approximately 60 Task Orders and amendments. The underlying Master Services Agreements expire in January, 2027.

ANALYSIS:

The MWPA Board approved circulation of the first Vegetation Management RFQ during the August 17, 2023 Board Meeting, and approved the resulting Master Services Agreements during the January 18, 2024 Board Meeting. The three-year term of those agreements expire in January, 2027. With approval from the MWPA Board, staff will release a Request for Qualifications (RFQ) for a variety of vegetation management services, select a number of contractors that provide the needed services, and return to the MWPA Board to award master services agreements to those contractors. Member Agencies may then prepare Task Orders for work to be performed on various core

projects according to those master services agreements. When Task Orders over \$200,000 are awarded, staff will request approval from the MWPA Board in accordance with the Board-adopted Purchasing and Procurement Policy. The intent of this effort is to continue providing the benefits of streamlined vegetation management contracting to Member Agencies, speed up core project implementation, and engage with several contractors that meet MWPA's requirements to maximize opportunity within the private sector.

FISCAL IMPACT:

No fiscal impact is anticipated to result from the RFQ process. Contracting for vegetation management services will result in expenditures within each applicable core project budget.

ENVIRONMENTAL IMPACT:

Receiving an update and approving the release of an RFQ 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,

Ted Briggs, Vegetation Management Specialist

Attachment 1 – Request for Qualifications for Vegetation Management Services
Attachment 2 – MSA for Vegetation Management Services



INVESTING IN A FIRE ADAPTED MARIN COUNTY

REQUEST FOR QUALIFICATIONS

VEGETATION MANAGEMENT SERVICES

FOR THE

MARIN WILDFIRE PREVENTION AUTHORITY

Marin Wildfire Prevention Authority (MWPA) seeks statements of qualification (SOQ) from qualified contractors to perform a broad suite of services related to vegetation management.

Release date: October XX, 026

SOQs are due to the MWPA no later than 5:00 pm on November XX, 2023. Submit a complete SOQ as a single PDF document via email to tbriggs@marinwildfire.org.

A. OVERVIEW

The [MWPA](#) consists of 17 Member Agencies covering nearly all of Marin County and was established by a voter-approved parcel tax (2020 Measure C). MWPA is a joint powers authority (JPA). The Board of Directors is composed of 17 representatives from member agencies with taxing and fire management responsibility within Marin County. The organization is funded by a parcel tax, Measure C, which took effect in the 2020/21 fiscal year and unless renewed, will expire in 2029/30. These funds, estimated to raise approximately \$20 million annually, are managed and distributed by MWPA to local member agencies working in fire prevention and protection in Marin County based on the priorities outlined in the Marin County Community Wildfire Protection Plan (CWPP) and other guiding documents.

The MWPA is working to create fire-adapted communities using sound science, innovative financial strategies, sound ecological practices, thoughtful vegetation management, effective community education, and reliable evacuation and warning systems with the support of its member and partner agencies.

B. CURRENT, PLANNED, AND FUTURE VEGETATION MANAGEMENT PROJECTS AND PROGRAMS

The MWPA supports the implementation of numerous vegetation management projects around Marin County through funding, planning, environmental compliance, and resources for “core”

projects proposed by MWPA's Member Agencies. Projects are described generally in MWPA's annual work plans available [online](#).

The majority of MWPA-funded "core" vegetation management projects include (1) shaded fuel breaks between neighborhoods/communities and open space, (2) roadside vegetation management to reduce flame length and fire intensity along evacuation routes, and (3) prescribed herbivory. Additional future contracting could include direct assistance to help residents create defensible space around their homes.

MWPA works closely with its environmental compliance consultants, biologists, and archaeologists to ensure protection of sensitive resources before, during, and after project activities. MWPA also works closely with geologists to determine the most appropriate treatment activities given the potential for erosion and/or slope instability. Project managers in the field help guide crew activities, monitor activities, and report out activities according to grant requirements and environmental compliance requirements. Before and after photos are taken to document work, many of which will be made public through online maps. Public field trips may take place to highlight project activities.

The two largest MWPA-funded shaded fuel breaks include the [Greater Ross Valley Shaded Fuel Break](#) (GRVSFB) and [Greater Novato Shaded Fuel Break](#) (GNSFB). The GRVSFB is a 38-mile shaded fuel break encircling communities in Central Marin currently in its second season of project implementation. Full project implementation will take three years to complete and project maintenance will be required to maintain the shaded fuel break following initial treatments. The GNSFB is a 60-mile shaded fuel break encircling Novato and its surrounding communities. Project implementation begins in 2023 and will take approximately five years to complete followed by project maintenance activities.

C. SCOPE OF WORK

The MWPA is requesting statements of qualifications (SOQ) from qualified contractors to provide tree removal, tree trimming, understory fuel management, grazing services, and other vegetation management services for various projects throughout Marin County. Potential treatments are described below. MWPA is seeking contractors that have strong vegetation management experience.

All contractors that wish to be considered for any of the work described herein must be registered with the Department of Industrial Relations and companies that possess valid C-61/D-49 Tree Service Contractor licenses are strongly encouraged to respond.

The intent of this Request for Qualifications (RFQ) is to solicit responses from qualified contractors who are interested in providing these services for the MWPA. Following the selection process described below, MWPA intends to award Master Services Agreements (MSA) to several selected contractors. In accordance with the terms of the MSA, a template of which is attached, the MWPA may request a contractor's services as needed through Task Orders. The MWPA makes no

specific guarantee of a minimum or maximum value for services which may be requested of any contractor under an MSA.

Potential Treatments

1. Tree Services:
 - a. Removal of dead and dying trees.
 - b. Removal of hazardous live trees, particularly invasive trees such as eucalyptus and acacia and application of herbicide to cut stumps.
 - c. Pruning of tree branches.
2. Understory Fuel Reduction:
 - a. Removal of nonnative shrubs (particularly broom) using mechanical or manual methods.
 - b. Thinning of native shrubs using mechanical or manual methods.
 - c. Pruning of lower tree branches.
 - d. Annual grass mowing and weeds whipping.
 - e. Prescribed herbivory by sheep and goats.
 - f. Piling dead and down material for burning.
 - g. Chipping and broadcasting onsite or hauling of woody material offsite.
3. Seeding, planting of native plants, and installation of certain erosion control measures where needed.

Project activities related to shaded fuel breaks and roadside vegetation management are primarily conducted by hand crews and include cutting and pulling broom, removing dead and down woody material, limbing up of trees, and removing some trees where needed. Most material is chipped and broadcast onsite but may also be removed for composting or other processing according to recommendations to better manage biomass. Additional activities include, but are not limited to, mowing, weed whipping, prescribed herbivory, pesticide/herbicide application, mastication, installation of erosion control measures, seeding, planting, and other activities as required. In some locations, grazing by goats and/or sheep is conducted to reduce fine fuels, shrub cover, and ladder fuels. Each project includes a specific prescription for vegetation treatment and restrictions related to environmental compliance.

Equipment

The Contractor equipment shall be furnished on a fully operational basis, of modern design, and in good operating condition, with competent, fully qualified operators. The Contractor shall provide all transportation of equipment, tools, personnel, and supplies to the work sites. Contractor shall be responsible for all fuel, lubrication, repair, and replacement for Contractor's equipment. All chainsaws and other motorized equipment shall be equipped with spark arrestors and meet California Division of Industrial Safety specifications. The following are minimum equipment requirements:

- Must be in good running condition with no fluid leaks or overheating problems
- Must be equipped with tools and supplies necessary for making emergency and routine repairs and servicing
- Portable diesel engines shall be compliant with California's Air Resource Board's (ARB) portable diesel engine Airborne Toxic Control Measure (ATCM) and registered under ARB's Statewide Portable Equipment Registration Program (PERP)
<https://www.arb.ca.gov/portable/portable.htm>

- All equipment must comply with regulations imposed by local jurisdictions where the work is carried out.

MINIMUM QUALIFICATIONS

All Respondents submitting an SOQ must be able to meet the following minimum qualifications:

- Possess and maintain insurance adequate to meet the MWPA's requirements (see master services agreement at Exhibit ____);
- Possess and maintain all appropriate licenses needed to perform the described work (e.g. C61-D49 or C27-D49);
- Provide all equipment which may be necessary to complete the work on a specific project, such as chainsaws, chippers, etc.;
- Prior experience providing services offered;
- Ability to adhere to a treatment prescription, such as a CALFIRE defensible space prescription or a project description as provided in a permit or environmental compliance document;
- Prior experience identifying target species and avoiding non-target plants, sensitive species, and water features;
- Ability to perform work in a timely manner within the anticipated project schedule.

D. SOQ SUBMISSION

1. Content

The SOQ shall include all of the following:

a. Introductory Letter on Contractor's letterhead, signed by an authorized representative of the Contractor stating the following:

- Contractor's background and history.
- Size of contractors business.
- Services offered.
- Contact name, email and phone number for MWPA questions.
- Statement that your SOQ shall be valid for two (2) months from the due date.

b. References

Include three (3) references with name of company, contact name, email address and phone number for each reference.

c. Price Sheets

Include price sheets for all services offered. Indicate how long prices are valid or provide the date of expiration of pricing.

MWPA understands that not all landscaping companies offer tree services and not all tree services companies offer landscaping services. Please submit the price sheets that reflect your service offering. **Please be assured that your bid will not be disqualified if your company does not offer both tree services and landscaping services.**

- a) Price sheet for tree services.
- b) Price sheet for landscape services.

Price sheets with pricing shall be broken down by:

- Labor per hour
- Minimum fees
- Flat daily rate for completing tree work and landscape work
- Flat rate that is charged for removal of trees by acre and/or based on the number of trees removed.
- Special equipment pricing
 - Bucket truck
 - Dump truck or
 - Chipper

d. Master Services Agreement Modification Requests

Specify any requested changes to the Master Services Agreement template.

e. Prior Litigation / Claims

Provide a description of any litigation or claims threatened or filed, or filed then settled, against Respondent in the past five years. Provide a description of any litigation or claims threatened or filed by Respondent, or filed then settled, in the past five years. If the litigation or claim has been resolved, describe the resolution. If the litigation or claim is pending, describe the status.

Respondent must also provide a list of all projects for which Respondent failed to complete any work awarded, with explanation of circumstances.

2. Deadline for Submission

SOQs are due to the MWPA no later than 5:00 pm on xxx, 2026. Submit SOQ as single PDF document via email to acrealock@marinwildfire.org.

INQUIRIES: No phone calls will be accepted. Written questions may be submitted by 5:00 on xxx. Responses to all written questions will be posted to the MWPA website on xxx.

3. SOQ Withdrawal

Any Respondent to this RFQ may withdraw a SOQ by written notice delivered to Ted Briggs prior to the due date and time specified above. The Respondent must, in person, retrieve the entire submission package. Another SOQ may be submitted prior to the deadline. A SOQ may not be changed after the designated deadline for submission.

4. Irregular SOQ

A SOQ may be rejected if it shows any alteration of form, additions not called for, conditional SOQs, incomplete SOQs, erasures, or irregularities of any kind. If the Price Sheet amounts are changed after the amounts are originally inserted, the change must be initialed.

5. MWPA's Right to Reject or Terminate RFQ

MWPA expressly reserves the right to further consider, accept or reject any or all SOQs submitted in response to this RFQ; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFQ, or to request new SOQs or pursue any other means for obtaining the services contemplated by this RFQ and/or the Master Services Agreement.

E. SOQ EVALUATION

1. Evaluation Criteria

All responses to this request for qualifications (RFQ) will be evaluated by a Selection Committee. The Selection Committee may be composed of MWPA staff and other parties that have expertise or experience in this type of procurement. The Selection Committee will select respondents in accordance with the evaluation criteria set forth in this RFQ. The evaluation of the SOQ responses shall be within the sole judgement and discretion of the Selection Committee.

The following criteria and rating schedule will be used to determine the most highly qualified firm(s):

<u>Evaluation Criteria</u>	Maximum Points Possible
A. Qualifications & Experience of Firm	
B. Diversified Business Enterprises	
C. Location Proximity to Jurisdictional Boundaries	
D. Environmental Impact	
E. Conduct and Acumen	
Total Possible Points	100

Award of the Master Services Agreements will be based upon this competitive selection process. All selection criteria will be considered including responsiveness to this RFQ. The criteria to be evaluated will include the following:

Qualifications & Experience of Firm

- Respondents must have an active California D-49 tree service contractor's license, and / or possession of a C-27 landscaping contractor's license.
- A California Qualified Pesticide Applicator license is desirable.
- Respondents must be registered with the Department of Industrial Relations.
- Respondents should have a minimum of three (3) years of experience with providing tree or landscape services and references demonstrating their ability to perform the work.

- Respondents must possess or have the ability to access necessary equipment to complete the work.
- Submission of all required information.

Diversified Business Enterprises

- Consideration will be given to Respondents that represent diversified business enterprises, which include those businesses owned by women, persons with disabilities/physical limitations, persons who have been in business for fewer than three (3) years and persons or entities owning small businesses, which are businesses that on average generate less than \$500,000 per year in income.

Location Proximity to Jurisdictional Boundaries

- Consideration will be given to Respondents that are local businesses, which means a contractor who: a. Has a fixed place of business in the MWPA service area; b. Is current in the payment of their business license tax in the Member Agency's jurisdiction, and c. Is in compliance with the law and does not owe money to the MWPA or its Member Agencies.

Environmental Impact

- Consideration will be given to Respondents that make efforts to minimize production of greenhouse gases and/or are green certified businesses.

Conduct and Acumen

- The character, integrity, reputation, judgment, experience, and efficiency of the Respondent;
- Respondent's claims / litigation experience.
- Any other factor deemed to be relevant, in MWPA's sole discretion.

During the evaluation process MWPA's Selection Committee may conduct independent research, request additional relevant information specific to the evaluation process, and seek assistance from reliable sources to clarify, explain, or otherwise participate in the evaluation process without issuing an Addendum. SOQs will not be ranked based solely on cost. The Selection Committee shall make its decision based on committee members' analysis and assessment of each SOQ's positive, neutral, and negative attributes.

The process, procedures and evaluation criteria used by MWPA staff and the Selection Committee in developing and issuing this RFQ and evaluating the SOQs received for purposes of making a recommendation to the Board shall be determined in the sole discretion of MWPA. Respondents shall have no rights whatsoever regarding the processes and procedures used by MWPA relating to this RFQ or the manner in which a Respondent is selected by either the Selection Committee or the Board, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

MWPA reserves the right to conduct its own due diligence of the Respondents prior to selection of a Selected Respondent including, without limitation, reference checks.

SOQs with omissions of any required documentation may be disqualified.

Gifts, gratuities, favors, and entertainment offered directly or indirectly to District employees is strictly prohibited. These types of offers will disqualify an SOQ.

2. Assignment of Work

A Master Services Agreement template is included as Exhibit A and includes the Insurance Requirements for this work.

1. Individual assignments will be awarded on an as-needed basis. MWPA may assign work by soliciting proposals from one or more of the Contractors for each Task Order when services are needed, based on the estimated dollar value of the contract, experience and expertise required for the work, contractor's current workload, ability to respond, or other criteria. The MWPA reserves the right to unilaterally assign work to any of the awarded firms as it deems prudent.

2. Master Service Agreements (MSA)

MWPA will require all Selected Contractors to enter into a MSA which contains the same terms as the draft MSA attached to this RFQ, with only such changes as MWPA may approve in its sole discretion. Assignment of work will be made by soliciting informal proposals from one or more Contractors who hold Master Service Agreements. Upon selection of a firm for the project or task, MWPA will issue a Task Order which references the terms and conditions of the Master Service Agreement and the Contractor's proposal.

3. As projects are identified by MWPA and proposals solicited, Contractors will typically be required to provide, at a minimum: a description of the services to be performed, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. The Task Order, Task Specific Scope of Services, format shall follow the sample provided in the draft Master Service Agreement, Exhibit A, Appendices A and B.
4. Failure to respond three or more times to MWPA's requests for proposals, or failure to meet MWPA's requirements may result in cancellation of the Contractor's Master Services Agreement, at the discretion of MWPA.
5. MWPA makes no specific guarantee of a minimum or maximum number of hours or amount or amount of services, which shall be required of any single Contractor. In addition, the award of a Master Service Agreement shall in no way be considered an exclusive agreement to provide services to MWPA.
6. Contractors who are selected as a result of this SOQ shall not represent themselves as having an exclusive agreement with MWPA and further, shall not identify themselves as ranking higher than other firms in the selection process. Failure to adhere to this condition may result in cancellation of a resulting agreement, at the sole discretion of MWPA.

7. MWPA's Right to Amend

MWPA reserves the right to make such modifications or additions to the form of Master Services Agreement attached as Exhibit A to this RFQ, as MWPA may elect in its sole discretion prior to the execution thereof, and thereafter as otherwise permitted by the Master Services Agreement. Otherwise, MWPA reserves the right to make modifications or additions with the mutual consent of the Selected Respondents.

8. Selected Respondent's Refusal to Execute

If a Selected Respondent refuses to execute the Master Services Agreement in substantially the form attached as Exhibit A to this RFQ, as modified by its SOQ and agreed to by MWPA, MWPA may discontinue negotiations with the Respondent refusing to execute the Agreement.

3. ADDENDUM/ADDENDA TO THIS RFQ

i. Addenda to RFQ

MWPA reserves the right to interpret or change any provisions of this RFQ at any time. Such amendments, if any, shall be issued as written Addendum/Addenda to this RFQ.

Additionally, MWPA may prepare answers, in the form of an Addendum to this RFQ, to questions addressed by MWPA and as MWPA otherwise deems appropriate. Written responses, in the form of an Addendum and amendments, if any, to this RFQ will be posted on MWPA's website. Any Addendum issued by MWPA may also be obtained in person from the MWPA office. It is sole responsibility of Respondent to ensure that it obtains all Addenda and acknowledges receipt of all Addenda in its SOQ.

2. Acknowledgment of Receipt of Addendum

Each Respondent is responsible to inquire as to the Addendum/Addenda issued by MWPA. All Addenda shall become part of this RFQ, and all Respondents shall be bound by such Addenda, whether or not received by Respondent. Each Respondent must sign the Acknowledgment of Addendum Form ("Acknowledgment"), which will be attached to the Addenda, and return the Acknowledgment Form with their SOQ. Failure to return the Acknowledgment Form shall constitute a presumption of withdrawal from the qualification process.

4. RIGHT TO PROTEST

ii. Protesting Party

Only bidders or proposers who have submitted a timely SOQ can initiate a protest action or appeal.

iii. Protest Procedures

The following steps must be followed to consider a protest:

- a. The protest must be in writing and delivered in person or by registered mail. Once received, it will be date stamped by MWPA staff.
- b. The protest must be filed within three (3) business days after the MWPA announces its selection, but before the contract is awarded.
- c. Copies of the protest and all supporting documentation must be concurrently transmitted to all other parties with a direct financial interest that may be adversely impacted by the outcome of the protest. Such parties shall include all bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- d. The protested bidder may submit a written response to the protest, provided the response is received within two (2) business days of receiving the bid protest.
- e. The protesting party must bear all of its own costs and fees in conjunction with the protest and appeal processes.

iv. Protest Filing

The written protest shall:

- a. Include the name, street address, business phone number and email address of the protestor.
- b. Identify this RFQ by name.
- c. Contain a complete statement of the grounds for protest.
- d. Refer to the specific portion or portions of the RFQ upon which the protest is based.
- e. Include all supporting documentation.

v. Protest Review Prior to Award

The Executive Officer or his designee will withhold contract award pending disposition of the protest unless it is determined that an emergency exists. Upon review with the MWPA Legal Counsel, the Executive Officer or his designee will issue a determination and respond in writing to the material issues raised in the protest no later than ten (10) business days after receipt of the protest.

vi. Right of Appeal

Following issuance of the response to the protest, the protestor may appeal the initial determination to the Executive Officer in writing within three (3) business days after notification of the decision. The Board will review the submitted information and render a final decision.

5. CONDITIONS GOVERNING THIS RFQ

1. Confidentiality

MWPA has made a determination in accordance with Government Code Section 6255 that all SOQs submitted in response to this RFQ shall not be made public by MWPA until after MWPA has executed Master Services Agreements with the Selected Respondents. In the event a Respondent wishes to claim portions of its SOQ exempt from disclosure under the Public Records Act, it is incumbent upon Respondent to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. However, MWPA will make a decision based upon applicable laws.

MWPA shall notify Respondent of any materials or information that MWPA does not believe are entitled to exemption from the Public Records Act, and Respondent shall have five (5) business days from such notice to:

- withdraw its SOQ;
- withdraw such information from its SOQ; or
- withdraw such information and replace it with substituted information for which Respondent does not claim an exemption.

Proprietary or confidential data must be readily separable from the SOQ in order to facilitate eventual public inspection of the non-confidential portion of the SOQ. Confidential data is normally restricted to confidential financial information. The Price Sheets shall not be designated as proprietary or confidential information.

2. Applicable Laws/Miscellaneous

By submitting a response to this RFQ, Respondents affirm their agreement to comply with the following terms and conditions of this RFQ:

- a. The Selected Respondents shall be registered with the Department of Industrial Relations and maintain all necessary and appropriate contractor licenses required by the laws of the State of California at all times while performing services for MWPA.
- b. The Selected Respondent shall comply with the laws of the State of California requiring employers to insure against liability for Worker's Compensation while performing services for MWPA.
- c. The Selected Respondents must comply with all prevailing wage laws applicable to the MWPA projects, and related requirements. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed for the projects, as determined by Director of the State of California Department of Industrial Relations, are on file at the MWPA's Management Analyst and may be obtained from the California Department of Industrial Relations website and are deemed included in the RFQ. Upon request, MWPA will make available copies to any interested party. Also, the Selected Respondents shall post the applicable prevailing wage rates at the Site. MWPA projects

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may be subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

- c. All services shall comply with all statutes, ordinances, regulations, codes, and requirements of all governmental entities, including federal, state, and municipal entities, relating to the MWPA's projects.
- d. This RFQ and any resultant Master Services Agreement shall be governed by the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Marin and the State of California.
- e. All data and information provided by MWPA or referred to in this RFQ is furnished for the convenience of interested parties in preparing a SOQ. The Respondent shall defend, indemnify and hold harmless MWPA from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of, the Respondent's response to this RFQ. MWPA expressly disclaims any and all liability for representation or warranties, express or implied, contained in the RFQ or any other written or oral communication transmitted or made available to interested parties, including any errors of omission.

DRAFT

**MASTER SERVICES AGREEMENT
VEGETATION MANAGEMENT SERVICES
BETWEEN
MARIN WILDFIRE PREVENTION AUTHORITY AND**

Name of Consultant

This Master Services Agreement (the "**Agreement**") is by and between the Marin Wildfire Prevention Authority ("**MWPA**") and Name of Consultant, a California Type of Consultant, licensed to do business in California, ("**Consultant**") relating to Vegetation Management Services ("**Services**") and is effective on the date it is fully executed by both Parties (the "Effective Date").

Recitals

WHEREAS, MWPA wishes to retain Consultant to work on a project or projects as defined by MWPA and to provide certain professional services for such projects, and Consultant desires to be retained by MWPA to perform such services for such project(s) subject to and in accordance with the terms and conditions of this Agreement; and

WHEREAS, Consultant was selected by means of MWPA's consultant selection process, and represents that they possess all necessary training, licenses and permits to perform the services required by MWPA as set forth in this Agreement, and that their performance of such services will conform to the standard of practice consistent with a firm having experience and expertise in performing professional services of like nature and complexity working on similar, successfully completed projects;

NOW, THEREFORE, MWPA and Consultant in consideration of the mutual covenants herein set forth agree as follows:

AGREEMENT

1. Services

- 1.1 Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in the Scope of Services appended hereto as Appendix A; and Task Order(s) assigned to Consultant under this Agreement, in the form set forth in Appendix B. Each of these documents is incorporated herein and made a part hereof as though fully set forth herein.
- 1.2 No work shall be performed under this Agreement except to the extent Consultant receives a Task Order from MWPA's Project Manager. MWPA will request proposals from Consultant for each Task Order when services are needed. Consultant shall respond with a scope and cost proposal in a reasonably prompt manner, no later than ten (10) calendar days after MWPA's request. Such proposal shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Upon the approval of the terms of the proposal by MWPA, MWPA's Project Manager shall issue a Task Order against this Agreement. Consultant shall commence performance and shall complete all required services no later than the dates set forth in accordance with the approved Task Order. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such Task Order.

2. Term of Agreement

- 2.1 This Agreement shall commence as of the Effective Date and, unless sooner terminated as set forth herein, will continue until the later of (a) three (3) years after the Effective Date or (b) the completion and acceptance of all Services under all effective Task Orders ("Term"). The MWPA shall have the right to terminate this Agreement or any Task Order for any reason, at any time by giving written notice. Upon receipt of such notice, the Consultant shall not commit itself to any further expenditure of time or resources. In the event of termination for any reason other than the fault of the Consultant, the Consultant shall be compensated for Services actually rendered and accepted under this Agreement or any Task Order.
- 2.2 This Agreement may be extended for up to two (2) additional years by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation. Such extension shall be agreed to by the MWPA Executive Officer.

3. Compensation

- 3.1 MWPA shall pay Consultant compensation for Services rendered pursuant to this Agreement at the time and in the amount set forth in the applicable Task Order based on this Master Services Agreement. The scope of work and specific costs will be expressly identified on the Task Order for each specific project. The payment specified on the Task Order shall be the only payment made to Consultant for services rendered pursuant to the specific engagement.
- 3.2 Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the total Maximum Costs identified in Paragraph 4 of this Agreement. The Consultant shall only be paid for services performed under this Agreement to the extent authorized by written Task Order. No overhead or other expenses can be recovered for interim periods when the Consultant's services are not utilized by MWPA. Invoices for amounts in excess of each Task Order shall not be paid unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by MWPA's Project Manager and a written Task Order amendment having been executed.
- 3.3 Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by Consultant to MWPA, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of MWPA including, without limitation, Consultant's transmittal of all deliverables to MWPA required by each Task Order.
- 3.4 All amounts paid by MWPA to Consultant shall be subject to audit by MWPA.
- 3.5 MWPA may set off against payments due Consultant under this Agreement any sums that MWPA determines that Consultant owes to MWPA because of their errors, omissions, breaches of this Agreement, delays or other acts that caused MWPA monetary damages.

4. Maximum Costs

- 4.1 MWPA's obligation hereunder shall not at any time exceed _____. All costs must be approved by MWPA for payment to the Consultant pursuant to the terms of this Agreement and the Task Order for each specific project.

5. Qualified Personnel

- 5.1 For purposes of this Agreement, except for notices specified under Paragraph 16 below, MWPA and Consultant shall direct all communications to each other as follows:

MWPA:

Anne Crealock
Planning and Program Manager
Marin Wildfire Prevention Authority
1600 Las Gomas,
Suite 345
San Rafael, CA 94903
Phone: (415) 578-8583
Email: acrealock@marinwildfire.org

Consultant:

[Contact Name](#)
[Contact Title](#)
[Full Address](#)
[Phone Number](#)
[Email Address](#)

- 5.2 Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with MWPA's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at MWPA's request, shall be supervised by Consultant.

6. Representations

- 6.1 Consultant represents that it has reviewed the RFQ and that in its professional judgment the Services to be performed under this Agreement can be performed for the fees included in Consultant's SOQ and within the times specified for each individual Project.
- 6.2 Consultant represents that it is qualified to perform the Services and it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has knowledge of, and will comply with, all applicable laws, regulations and ordinances.
- 6.3 Consultant represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing services of like nature and complexity of the Services working on similar, successfully completed projects.
- 6.4 The granting of any progress payment by MWPA, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of MWPA or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 6 or lessen the liability of Consultant for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

7. Indemnification and General Liability

- 7.1 To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless MWPA, its officers, MWPA's Board, directors, officials, agents, employees, and volunteers (collectively "**Indemnitees**") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify and Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.

8. Liability of MWPA

- 8.1 Except as specifically provided in the Task Order(s), MWPA's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 3 and 4 of this Agreement.
- 8.2 Notwithstanding any other provision of this Agreement, in no event shall MWPA be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project assigned under the Task Order(s).
- 8.3 MWPA shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by MWPA. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and shall exonerate, indemnify, defend and save harmless MWPA from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, MWPA employees or third parties, or to property belonging to any of the above.
- 8.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which MWPA or Consultant may have under this Agreement or any applicable law. All rights and remedies of MWPA or Consultant, whether under this Agreement or other applicable law, shall be cumulative.

9. Independent Contractor; Payment of Taxes and Other Expenses

- 9.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant performs the Services required by the terms of this Agreement and the Task Order(s). Consultant shall be fully liable for the acts and omissions of itself, their Subconsultants, employees and agents.
- 9.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between MWPA and Consultant. Consultant acknowledges that neither they nor any of their employees or agents shall, for any purpose whatsoever, be deemed to be MWPA employees, and shall not be entitled to receive any benefits conferred on MWPA employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 9.3 Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, business taxes and United States income tax withholding and social security taxes,

levied upon this Agreement, the Task Order(s), the transaction, or the Services delivered pursuant hereto.

- 9.4 Consultant shall make its designated representative available as much as reasonably possible to MWPA staff during the MWPA's normal working hours or as otherwise requested by MWPA. Terms in this Agreement referring to direction from MWPA shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.

10. Insurance

- 10.1 Prior to execution of this Agreement, Consultant shall furnish to MWPA Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Agreement as set forth in Appendix C, Insurance, which is attached and made a part of this Agreement. Consultant shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in Appendix C.

11. Suspension of Services

- 11.1 MWPA may, without cause, order Consultant to suspend, delay or interrupt Services pursuant to this Agreement and the Task Order(s), in whole or in part, for such periods of time as MWPA may determine in its sole discretion. MWPA shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an Excusable Delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.
- 11.2 Notwithstanding anything to the contrary contained in this Paragraph 11, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

12. Termination of Agreement for Cause

- 12.1 If at any time MWPA believes Consultant may not be adequately performing their obligations under this Agreement and the Task Order(s), that Consultant may fail to complete the Services as required by this Agreement and the Task Order(s), or that MWPA has provided written notice of observed deficiencies in Consultant's performance, MWPA may request from Consultant prompt written assurances of performance and a written plan, acceptable to MWPA, to correct the observed deficiencies in Consultant's performance ("**Cure Plan**"). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. Consultant shall provide such written assurances and Cure Plan within ten (10) calendar days of the date of notice of written request. Consultant acknowledges and agrees that any failure to provide written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.
- 12.2 Consultant shall be in default of this Agreement and MWPA may, in addition to any other legal or equitable remedies available to MWPA, terminate Consultant's right to proceed under the Agreement, in whole or in part, for cause:
- a. Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of

a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or

- b. Should Consultant commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from MWPA to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail themselves of this time period in excess of ten (10) calendar days, Consultant must provide MWPA within the ten (10) calendar day period a written Cure Plan acceptable to MWPA to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan); or
- c. Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services associated with the Task Order(s) and does not cure such violation within ten (10) calendar days of the date of the notice from MWPA to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail themselves of this time period in excess of ten (10) calendar days, Consultant must provide MWPA within the ten (10) calendar day period a written Cure Plan acceptable to MWPA to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan.)

12.3 In the event of termination by MWPA as provided herein for cause:

- a. MWPA shall compensate Consultant for the value of the Services delivered to MWPA upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but MWPA shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties.
- b. Consultant shall deliver to MWPA possession of all tangible aspects of the Services in their then condition including, but not limited to, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with a Project and the Task Order(s), and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
- c. Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that MWPA may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate MWPA for all loss, cost, damage, expense, and/or liability suffered by MWPA as a result of such termination and failure to comply with the Agreement, including without limitation MWPA's costs incurred in connection with finding a replacement.

12.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Paragraph 13 below, and Consultant shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

13. Termination of Agreement for Convenience

- 13.1 MWPA may terminate performance of the Services under the Agreement in accordance with this Paragraph 13 in whole, or from time to time in part, whenever MWPA shall determine that termination is in the MWPA's best interests. Termination shall be effected by MWPA delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination ("Notice of Termination") specifying the extent to which performance of the Services under the Agreement is terminated.
- 13.2 After receipt of a Notice of Termination, and except as otherwise directed by MWPA, Consultant shall:
- a. Stop Services under the Agreement and the Task Order(s) on the date and to the extent specified in the Notice of Termination;
 - b. Place no further orders or subcontracts for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement or Task Order(s) which is not terminated;
 - c. Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
 - d. Assign to MWPA in the manner, at times, and to the extent directed by MWPA, all right, title, and interest of Consultant under orders and subcontracts so terminated. MWPA shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 - e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of MWPA to the extent MWPA may require. MWPA's approval or ratification shall be final for purposes of this clause;
 - f. Transfer title and possession of Consultant's and their Subconsultants' work product to MWPA, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by MWPA, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination; MWPA acknowledges that said documents were prepared for the purpose of the Project.
 - g. Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
 - h. Take such action as may be necessary, or as MWPA may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which MWPA has or may acquire an interest.
- 13.3 After receiving a Notice of Termination, Consultant shall submit to MWPA a termination claim, in the form and with the certification MWPA prescribes. The claim shall be submitted promptly, but in no event later than three months from the effective date of the termination, unless one or more extensions in writing are granted by MWPA upon Consultant's written request made within such three month period or authorized extension. However, if MWPA determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three-month period or extension. If Consultant fails to submit the termination claim within the time allowed, MWPA may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. MWPA shall then pay to Consultant the amount so determined.

- 13.4 Subject to provisions of Paragraph 13.3 above, Consultant and MWPA may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Task Order price as reduced by the amount of payments otherwise made and as further reduced by the Task Order price of Services terminated. The Task Order may be amended accordingly, and Consultant shall be paid the agreed amount.
- 13.5 If Consultant and MWPA fail, under Paragraph 13.4 above, to agree on the whole amount to be paid to Consultant because of termination of Services under this Paragraph 13.5, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:
- a. Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under the Task Order(s). Such amount or amounts shall not exceed the total Task Order price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of ten (10) percent of Consultant's total costs of performing the Services.
 - b. When, in opinion of MWPA, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Consultant's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.
 - c. Reasonable cost to Consultant of handling material returned to vendors, delivered to MWPA or otherwise disposed of as directed by MWPA.
- 13.6 Except as provided in this Agreement, in no event shall MWPA be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Paragraph 13.5 above.
- 13.7 This Paragraph shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Paragraph 13.2 above or costs authorized by MWPA to settle claims from Subconsultants.
- 13.8 In arriving at amounts due Consultant under this Paragraph 13, there shall be deducted:
- a. All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of the Task Order(s),
 - b. Any substantiated claim that MWPA may have against Consultant in connection with this Agreement, and
 - c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Paragraph 13, and not otherwise recovered by or credited to MWPA.

- 13.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with MWPA a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. MWPA may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of MWPA and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit MWPA's rights and remedies pursuant to this Agreement or at law.

14. Conflicts of Interest/Other Agreements

- 14.1 Consultant represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California and that it does not know of any facts that constitute a violation of those sections.
- 14.2 Consultant represents that it has completely disclosed to MWPA all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of MWPA, or other officer, agent or employee of MWPA or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for termination of this Agreement by MWPA for cause. Consultant shall comply with the MWPA's conflict of interest codes and their reporting requirements.
- 14.3 Consultant covenants that it presently has no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the MWPA that Consultant has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing the MWPA the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to the MWPA, as determined in the reasonable judgment of the MWPA.

15. Proprietary or Confidential Information of MWPA; Publicity

- 15.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by MWPA and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to MWPA. Consultant agree that all private, confidential, or proprietary information disclosed by MWPA to or discovered by Consultant in the performance of the Services shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the MWPA's interests where such confidential information could be used adversely to the MWPA's interests. Consultant shall notify the MWPA immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with the Services pursuant to this Agreement.
- 15.2 Any publicity or press releases with respect to the Project or Services shall be under the MWPA's sole discretion and control. Consultant shall not discuss the Services, the Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without MWPA's prior written consent. Consultant shall have the right, however, without MWPA's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

15.3 The provisions of this Paragraph 15 shall remain fully effective indefinitely after termination of Services to the MWPA hereunder.

16. Notices to the Parties

16.1 All notices (including requests, demands, approvals or other communications other than ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.

16.2 Notice shall be sufficiently given for all purposes as follows:

- a. When personally delivered to the recipient, notice is effective on delivery.
- b. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- c. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
- d. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Paragraph 16.

16.3 Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service,

16.4 Addresses for the purpose of giving notice are set forth in Paragraph 5.1 above. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Paragraph 16.

17. Record Keeping and Audit Requirements

17.1 Consultant shall keep such full and detailed accounting records as are necessary for proper financial management of the Project. Consultant shall maintain a complete and current set of all books and records relating to the performance of the Project. MWPA shall be entitled, upon forty-eight (48) hour written notice, to inspect all books, records, and accounts kept by Consultant relating to the work contemplated by this Agreement. Within 90 calendar days after Final Completion, Consultant shall deliver to MWPA those records necessary for MWPA to perform a financial audit of the Project ("Final Audit").

17.2 Invoice and progress/final reports and all required audit reports shall be submitted to MWPA in a timely manner.

17.3 Maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to Consultant's work on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for a period of three years after Final Completion of the Project, and shall be subject to examination and/or audit by MWPA or designees, state government auditors or designees.

- 17.4 Make such books, records, supporting documentations, and other evidence available to MWPA or designees, their designated representatives, during the course of the Project and for a period of three years after Final Completion of the Project, and provide suitable facilities for access, monitoring, inspection, and copying thereof. Further, Consultant agrees to include a similar right of MWPA to audit records and interview staff in any subcontract related to the performance of this Contract.

18. Subcontracting/Assignment/MWPA Employees

- 18.1 Consultant and MWPA agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by Consultant under this Agreement and the Task Order(s) are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by MWPA in a written instrument executed and approved by the MWPA in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph 18.1 shall confer no rights on any party and shall be null and void.
- 18.2 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by MWPA or any department thereof at any time that this Agreement is in effect, and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of MWPA.
- 18.3 Nothing contained in this Agreement, any Task Order(s), or otherwise, shall create any contractual relationship between MWPA and any subconsultant, and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder.

19. Other Obligations

- 19.1 Discrimination, Equal Employment Opportunity and Business Practices. Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, city ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.
- 19.2 Drug-Free Workplace Policy. Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on MWPA premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns shall be deemed a material breach of this Agreement.
- 19.3 Compliance with Americans with Disabilities Act and Rehabilitation Act. Consultant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement. Consultant shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- 19.4 Violation of Non-Discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Consultant to penalties, including but not limited to: (a) termination of this Agreement; (b) disqualification of the Consultant from bidding on or being awarded a MWPA contract for a period of up to 3 years; (c) liquidated damages of \$2,500 per violation; and/or (d) imposition of other appropriate contractual and civil remedies and sanctions. To effectuate the provisions of this section, the MWPA shall have the authority to examine Consultant's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Consultant under this Agreement or any other agreement between Consultant and MWPA. Consultant shall report to the MWPA the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 calendar days of such filing, provided that within such 30 days such entity has not notified Consultant that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Consultant shall provide MWPA with a copy of their response to the complaint when filed.

20. Disputes

- 20.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Project Manager and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral shall be initiated by written request from either party and a meeting between the Project Manager and principal of the Consultant shall then take place within five (5) calendar days of the date of the request.
- 20.2 Provided that MWPA continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute. Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement including, but not limited to, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, MWPA may terminate this Agreement for cause as provided herein.

21. Agreement Made in California; Venue

- 21.1 This Agreement shall be deemed to have been executed in San Rafael, California, County of Marin. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all disputes or litigation arising out of this Agreement shall be in the Superior Court of the County of Marin unless the parties agree otherwise in a written amendment to this Agreement.
- 21.2 The parties shall execute three (3) copies of this Agreement, each of which shall be deemed originals.

22. Compliance with Laws

- 22.1 Consultant shall comply with the Standard of Care in the interpretation and application of all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

- 22.2 Consultant represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations and be consistent with the Standard of Care.
- 22.3 Labor Code Compliance. Consultant shall comply with all applicable requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code, beginning with section 1720, and related regulations. These requirements include, but are not limited to, prevailing wages, working hours and workers' compensation insurance.
- a. Each worker performing Services under this Agreement that is covered by Labor Code section 1720 must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the MWPA Management Analyst and are available online at <http://www.dir.ca.gov/DLSR>.
 - b. Consultant shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Consultant and all subcontractors shall keep and maintain accurate employee payroll records for Services performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776. Consultant shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement.
- 22.4 Under Labor Code section 1861, by signing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Labor Code 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services in this Agreement."

23. Miscellaneous

- 23.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.
- 23.2 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by MWPA of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Paragraph 23.2 shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure, Sections 337.1 and 337.15, shall continue to apply.
- 23.3 Any provisions or portion thereof of this Agreement that is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.

- 23.4 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to in force or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- 23.5 Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.
- 23.6 Consultant acknowledges that Consultant, and all Subconsultants hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Subconsultants hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the MWPA, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any Subconsultant hired by Consultant, are not authorized to work in the United States for Consultant or its Subconsultant and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's Subconsultant(s).

24. Entire Agreement; Modifications

- 24.1 The Agreement, and any written modification to the Agreement, and the Task Order(s) with Consultant shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification and the Task Order(s) in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 24.2 To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either party, the terms of this Agreement shall control.
- 24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of MWPA, Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 24.4 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require their Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 24.5 Consultant and its Subconsultants shall, upon request by MWPA, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.

- 24.6 Changes in the Services made pursuant to this Paragraph 24 and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 24.7 Whenever the words "**as directed**", "**as required**", "**as permitted**", or words of like effect are used, it shall be understood as the direction, requirement, or permission of MWPA. The words "**approval**", "**acceptable**", "**satisfactory**", or words of like import, shall mean approved by, or acceptable to, or satisfactory to MWPA, unless otherwise indicated by the context.

[SIGNATURE LINES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“Consultant”

By: _____

Its: _____

“MWPA”

MARIN WILDFIRE PREVENTION AUTHORITY

By: _____

Its: MWPA Executive Officer

TASK ORDERS WILL BE NEGOTIATED ON A CASE-BY-CASE BASIS

**APPENDIX A
SCOPE OF SERVICES**

END OF APPENDIX A

**APPENDIX B
TASK ORDER TEMPLATE**

This Task Order No. _____ is issued pursuant to the Master Services Agreement _____ dated XXX, X, 20XX ("Agreement") by and between Marin Wildfire Prevention Authority ("MWPA") and _____ ("Consultant"). Any term not otherwise defined herein, shall have the meaning ascribed to it in the Agreement.

1. Purpose

This Task Order describes the services (as defined below under "Scope of Work") to be provided by Consultant for MWPA for _____ <title of services or brief description of services> services ("Services" as set forth in the Agreement).

2. Location of Services

The services described in this Task Order shall be provided at _____ <address>, Marin County, CA.

3. Scope of Work

<Insert Scope of Work>

4. Term

Services will begin on _____ (the "Commencement Date") and end on _____ (the "Completion Date"). Notwithstanding the duration of the time between the Commencement Date and the Completion Date shown herein, MWPA may terminate this Task Order at any time.

5. Payment and Fees

The total authorized price under this Task Order will not exceed \$_____ (Exhibit B-1, "Fee Schedule").

Consultant shall submit original invoices to MWPA's Accounts Payable department at 1600 Las Gomas, Suite 345, San Rafael, CA 94903.

Payment may be withheld until the Certified Payroll Records are received by MWPA.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority have executed this Task Order as of the day, month and year written below.

"Consultant"

By: _____

Its: _____

Date: _____

"MWPA"

MARIN WILDFIRE PREVENTION AUTHORITY

By: _____

Its: MWPA Executive Officer

Date: _____

EXHIBIT B-1
to Task Order No. _____

<Enter detailed costs or attach price sheet>

Labor Rate per hour (include all levels of labor such as Journeyman, etc):

Materials Cost:

APPENDIX C INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Master Services Agreement dated [Date of Agreement](#), by and between [Consultant Name](#), hereinafter referred to as "**Consultant**", and the Marin Wildfire Prevention Authority, hereinafter referred to as "**MWPA**".

1. **Consultant's Duty to Show Proof of Insurance.** Consultant, in order to protect MWPA and its MWPA's Board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the MWPA. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to MWPA a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to MWPA prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or MWPA as an additional insured.

1.1 Insurance Requirements

Commercial General Liability Insurance

☒ Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the MWPA), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

☒ Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

☒ Workers' Compensation Insurance

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

☒ Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

1.2 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to MWPA and must be approved by the MWPA Risk Manager.

1.3 Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2. **MWPA as Additional Insured**

On Consultant's Commercial General Liability and Automobile policies, MWPA, MWPA's Board members, officers, directors, agents, employees, and consultants, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 10 01; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 10 01.

3. **Insurance terms and conditions:**

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the MWPA Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The MWPA will not accept such coverage unless the MWPA determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the MWPA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the MWPA, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the MWPA from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. MWPA, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, MWPA may purchase such required insurance coverage, and without further notice to Consultant, MWPA shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by MWPA for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse MWPA for the premiums and any associated costs, Consultant agrees to reimburse MWPA for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by MWPA to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

END OF APPENDIX C

STAFF REPORT

FOR THE MEETING OF [DATE OF MEETING]

To: Marin Wildfire Prevention Authority Board of Directors

From: Jeff Zuba, Treasurer

Subject: August 31, 2026 Finance Report

RECOMMENDATION:

That Board of Directors consider approving the monthly year-to-date Revenue and Expenditure Reports and corresponding activity for the period ending through August 31, 2026.

BACKGROUND:

At every reporting period end, the Marin Wildfire Prevention Authority presents to the Board of Directors its operations as shown on the Revenue and Expenditure reports for discussion and approval.

The Revenue and Expenditure reports are year-to-date summaries of revenues and expenditures from the Authority's financial system (Tyler Incode) for the current fiscal year. Due to the transition of finance software, the prior year fiscal activity was pulled from the [September 18, 2025 Finance Report](#). The General Fund is the general operating fund of the Authority and is used to account for all financial resources. The major source of revenue for this Fund is Measure C funds, with expenditures made up of wildfire prevention programs and other operating expenditures.

ANALYSIS

The revenue and expenditure data through August 31, 2026, is a compilation of all operating activity that is year-to-date for the current and prior fiscal year. These reports are sourced directly from the Authority's financial system, and staff have analyzed the data to identify key trends for the Board's attention

Revenues

Overall, through the August 2026 reporting period, the Authority's General Fund revenue decreased relative to the prior year by \$0.821M.

Category	AUG YTD FY27	AUG YTD FY26	\$ Change	% Change
Property Tax	-	-	-	-
Interest	8,007.11	13,101.28	(5,094.17)	-38.88%
MCF Grant - Zone 0	-	728,000.00	(728,000.00)	-100.00%
XyloPlan Urban Conflagration	-	88,000.00	(88,000.00)	-100.00%
Total	8,007.11	829,101.28	(821,094.17)	-99.03%

A majority of the Authority's revenue is collected at specific times. The Authority receives Measure C property tax disbursements from the County of Marin in December (55%), April (40%), and June (5%); consistent with the prior year, no Measure C revenue has been recognized as of this reporting period. The first disbursement for Fiscal Year 2026-2027 will be received around December 15, 2026.

As shown above, the Authority's overall revenue base decreased by \$0.821M due to the following:

- Interest decreased \$5,094 compared to the previous period, due to a decline in the Bank of Marin yield on the money market account. The yield at the beginning of fiscal year 25-26 was 3.30% through August and currently it is 2.69%.
- Marin Community Foundation – Zone 0 Grant decreased \$728,000 compared to the previous period, due to a one-time grant two-year grant received in fiscal year 2025-2026. The Marin Wildfire Prevention Authority received a \$727,925, two-year grant from the Marin Community Foundation to launch its "Zone Zero in a Box" program, which will help residents create defensible space around their homes through options ranging from fully coordinated "White Glove" service to vendor discounts for low-income households. The funding covers two new fixed-term staff positions (a Senior Wildfire Mitigation Specialist and a Grants Specialist) along with software upgrades to build an online portal, with a public education campaign and countywide rollout planned over the two-year period.
- Xyloplan Urban Conflagration decreased \$88,000 compared to the previous period due to a one-time grant received in fiscal year 2025-2026. The Marin Wildfire Prevention Authority received an \$88,000 grant from the Marin Community Foundation to fund urban conflagration modeling in four additional Marin County communities (Inverness Park, Marin City, Marin Valley, and San Geronimo Valley/Lagunitas), expanding on a related Moore Foundation-funded study of six other communities. Working with Xylo Risk, Inc., the modeling will simulate wildfire spread scenarios to identify priority structures, which will then guide targeted defensible space and home-hardening efforts starting in FY 2026-27.

As far as the other revenue streams, these changes either decreased or remained flat year-over-year resulting in an immaterial change.

Expenditures

Overall, through the August 2026 reporting period, the Authority's General Fund expenditures have decreased by \$0.585M compared to the prior year. This is primarily from decreases in core programs, core projects, defensible space program and administrative costs. All other activity is either flat year-over-year or nets to an immaterial change, all of which are within management's expectations.

Category	AUG YTD FY27	AUG YTD FY26	\$ Change	% Change
Core Program	26,001.14	123,915.00	(97,913.86)	-79.02%
Core Projects	812,377.94	1,181,376.00	(368,998.06)	-31.23%
Defensible Space Program	-	59,032.00	(59,032.00)	-100.00%
Local Wildfire Mitigation Program	-	-	-	0.00%
Administrative Costs	125,508.90	184,646.00	(59,137.10)	-32.03%
Other Expenses	-	-	-	0.00%
Total	963,887.98	1,548,969.00	(585,081.02)	-37.77%

As shown above, the Authority's expenditures base overall decreased by \$0.585M, which is driven by core programs, core projects, defensible space program and administrative costs:

- Core Program decreased by \$0.098M compared to the prior period. This is due to prepaying the fiscal year 2025-2026 insurance premiums.
- Core Projects decreased by \$0.368M compared to the prior period due to a decrease in costs for public education work with Fire Safe Marin and fuel break contract work.
- Defensible Space Program decreased by \$0.059M compared to the previous period due to a lower volume of San Rafael defensible space grants.
- Administrative Costs decreased by \$0.059M compared to the previous fiscal year due to reduced legal services provided during the first two months of the fiscal year and lower activity on services and supplies for NBS admin services and postage on defensible space letters.

As far as the other expenditure streams, these changes either slightly changed or remained flat year-over-year, resulting in an immaterial change. All other changes are immaterial for further discussion and are expected given the Authority's operations.

FISCAL IMPACT:

None

ENVIRONMENTAL IMPACT:

A Board's discussion and approval of this report 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,

Jeff Zuba, Treasurer



Marin Wildfire Prevention Authority

Detail Report
Account Detail

Date Range: 07/01/2026 - 08/31/2026

Account		Name				Beginning Balance	Total Activity	Ending Balance
Fund: 100 - Marin Wildfire Prevention Authority								
100.00.41000		Interest				0.00	-8,007.11	-8,007.11
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
08/31/2026	GLPKT10976	JN04777		MWPA JE1 Record July BoM Money Ma			-3,978.08	-3,978.08
08/31/2026	GLPKT10976	JN04777		MWPA JE1 Record July/August BoM Mo			-4,029.03	-8,007.11
100.00.49012		OTHER MISC REVENUE				0.00	-291.72	-291.72
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
08/28/2026	01771	00023575		Refund - Duplicate Payment for Legal Se			-291.72	-291.72
100.00.60151		Core Program: Operational Costs: Rent				0.00	23,001.14	23,001.14
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/15/2026	APPKT04685	RENT-072026	DFT07251	JULY 2026 RENT - UNITS 270, 335 & 345	04496 - County of Marin - Rent		11,327.60	11,327.60
07/30/2026	APPKT04685	RENT-082026	DFT07251	AUG 2026 RENT - UNITS 270, 335 & 345	04496 - County of Marin - Rent		11,673.54	23,001.14
100.00.60153		Core Program: Operational Costs: Website/Portal				0.00	3,000.00	3,000.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/20/2026	APPKT04662	1341	815003462	Monthly Web and Portal Maintenance	04429 - Polygons Media LLC		1,500.00	1,500.00
08/20/2026	APPKT04690	1353	815003516	MONTHLY WEB AND PORTAL MAINTEN	04429 - Polygons Media LLC		1,500.00	3,000.00
100.00.61100		Core Program: Core Projects: Chipper Days				0.00	136,786.98	136,786.98
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/10/2026	APPKT04662	11117	815003451	Curbside Chipping Services throughout	04307 - Forster & Kroeger Landscape Main	JPA-MWPA-22-19-C-C	36,900.00	36,900.00
07/17/2026	APPKT04662	11118	815003451	Curbside Chipping Services throughout	04307 - Forster & Kroeger Landscape Main	JPA-MWPA-22-19-C-C	30,750.00	67,650.00
07/24/2026	APPKT04662	11138	815003451	Curbside Chipping Services throughout	04307 - Forster & Kroeger Landscape Main	JPA-MWPA-22-19-C-C	31,775.00	99,425.00
07/31/2026	APPKT04690	2158	815003511	CHIPPER DAY PROG & WILDFIRE EDUCA	04434 - FIRE Safe Marin	JPA-MWPA-22-19-C-C	19,630.00	119,055.00
08/31/2026	GLPKT10988	JN04781		MWPA JE6 Reclass Personnel Costs to P		JPA-MWPA-22-19-C-C	17,731.98	136,786.98
100.00.61200		Core Program: Core Projects: DSpace Evaluations				0.00	98,508.03	98,508.03
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/15/2026	APPKT04685	RENT-072026	DFT07251	JULY 2026 RENT - UNITS 270, 335 & 345	04496 - County of Marin - Rent		3,843.45	3,843.45
07/30/2026	APPKT04685	RENT-082026	DFT07251	AUG 2026 RENT - UNITS 270, 335 & 345	04496 - County of Marin - Rent		3,966.30	7,809.75
07/31/2026	APPKT04690	1213	815003510	DEFENSIBLE SPACE LETTER POSTAGE - V	04428 - Fire Aside, Inc.	CM-MWPA-23-02-C-E	2,584.80	10,394.55
08/31/2026	GLPKT10975	JN04776		MWPA JE5 Post Reclass Fire Aside Invoi		JPA-MWPA-22-01-C-E	47,000.00	57,394.55
08/31/2026	GLPKT10975	JN04776		MWPA JE5 Post Reclass Fire Aside Invoi		JPA-MWPA-22-01-C-E	15,000.00	72,394.55
08/31/2026	GLPKT10988	JN04781		MWPA JE6 Reclass Personnel Costs to P		CM-MWPA-23-02-C-E	26,113.48	98,508.03

Detail Report

Date Range: 07/01/2026 - 08/31/2026

Account		Name			Beginning Balance	Total Activity	Ending Balance
Post Date	Packet Number	Source Transaction	Pmt Number	Description			
Core Program: Core Projects: Countywide Grant Prg					0.00	55,078.72	55,078.72
					Project Account	Amount	Running Balance
07/08/2026	APPKT04627	INV0016998	815003417	MWPA Resident Risk Reduction Grant P	JPA-MWPA-22-20-C-G	1,500.00	1,500.00
07/20/2026	APPKT04627	INV0016999	815003419	MWPA Resident Risk Reduction Grant P	JPA-MWPA-22-20-C-G	1,500.00	3,000.00
07/30/2026	APPKT04645	INV0017029	815003435	Marin Wildfire Risk Reduction Grant Pr	JPA-MWPA-22-20-C-G	1,381.71	4,381.71
07/30/2026	APPKT04645	INV0017030	815003441	Marin Wildfire Resident Risk Reduction	JPA-MWPA-22-20-C-G	1,500.00	5,881.71
07/30/2026	APPKT04645	INV0017031	815003440	Marin Wildfire Resident Risk Reduction	JPA-MWPA-22-20-C-G	1,500.00	7,381.71
07/30/2026	APPKT04645	INV0017032	815003443	Marin Wildfire Resident Risk Reduction	JPA-MWPA-22-20-C-G	610.00	7,991.71
07/30/2026	APPKT04645	INV0017033	815003434	Marin Wildfire Resident Risk Reduction	JPA-MWPA-22-20-C-G	1,500.00	9,491.71
07/30/2026	APPKT04645	INV0017034	815003442	Marin Wildfire Resident Risk Reduction	JPA-MWPA-22-20-C-G	1,500.00	10,991.71
07/30/2026	APPKT04645	INV0017035	815003432	Marin Wildfire Resident Risk Reduction	JPA-MWPA-22-20-C-G	1,500.00	12,491.71
07/30/2026	APPKT04645	INV0017036	815003437	Marin Wildfire Resident Risk Reduction	JPA-MWPA-22-20-C-G	1,500.00	13,991.71
07/30/2026	APPKT04645	INV0017037	815003436	Marin Wildfire Resident Risk Reduction	JPA-MWPA-22-20-C-G	868.59	14,860.30
07/30/2026	APPKT04645	INV0017039	815003439	Marin Wildfire Resident Risk Reduction	JPA-MWPA-22-20-C-G	1,500.00	16,360.30
07/30/2026	APPKT04679	273-2026-000317	815003494	111 BIRCH WAY SAN RAFAEL - 26/27 RE	JPA-MWPA-22-20-C-G	909.63	17,269.93
07/30/2026	APPKT04679	27D-2026-000101	815003495	101 SACRAMENTO AVE SAUS - 26/27 RE	JPA-MWPA-22-20-C-G	1,500.00	18,769.93
07/31/2026	APPKT04662	1200	815003449	DSI & Grants Annual Licensing Fee	04428 - Fire Aside, Inc.	15,000.00	33,769.93
08/11/2026	APPKT04662	INV0017074	815003448	Marin Wildfire Resident Risk Reduction	JPA-MWPA-22-20-C-G	1,180.00	34,949.93
08/11/2026	APPKT04662	INV0017075	815003459	Marin Wildfire Resident Risk Reduction	JPA-MWPA-22-20-C-G	867.90	35,817.83
08/11/2026	APPKT04662	INV0017076	815003467	Marin Wildfire Resident Risk Reduction	JPA-MWPA-22-20-C-G	1,500.00	37,317.83
08/11/2026	APPKT04662	INV0017079	815003455	Marin Wildfire Resident Risk Reduction	JPA-MWPA-22-20-C-G	700.00	38,017.83
08/11/2026	APPKT04662	INV0017080	815003457	Marin Wildfire Resident Risk Reduction	JPA-MWPA-22-20-C-G	1,500.00	39,517.83
08/13/2026	APPKT04679	273-2026-000321	815003496	32 BAYO VISTA AVE LARKSPUR - 26/27 R	JPA-MWPA-22-20-C-G	1,500.00	41,017.83
08/13/2026	APPKT04679	273-2026-000322	815003491	510 VIA DE LA VISTA INVERN - 26/27 RE	JPA-MWPA-22-20-C-G	1,317.27	42,335.10
08/14/2026	PYPKT04019	PYPKT04019 - 8-14-20		PYPKT04019 - 8-14-2026 MWPA Payroll	JPA-MWPA-26-102-C-	1,847.46	44,182.56
08/14/2026	PYPKT04019	PYPKT04019 - 8-14-20		PYPKT04019 - 8-14-2026 MWPA Payroll		25.27	44,207.83
08/19/2026	APPKT04679	273-2026-000323	815003498	220 VAN WINKLE DR SAN ANSE - 26/27	JPA-MWPA-22-20-C-G	1,500.00	45,707.83
08/20/2026	APPKT04679	273-2026-000324	815003492	124 BIRCH WAY SAN RAFAEL - 26/27 RE	JPA-MWPA-22-20-C-G	1,500.00	47,207.83
08/21/2026	APPKT04679	27D-2026-000104	815003499	907 CENTRO WAY MILL VALLEY - 26/27	JPA-MWPA-22-20-C-G	1,500.00	48,707.83
08/24/2026	APPKT04679	273-2026-000325	815003497	105 SONORA WAY CORTE MADER - 26/	JPA-MWPA-22-20-C-G	1,500.00	50,207.83
08/26/2026	APPKT04686	273-2026-000326	815003503	34 BUCKEYE CIR WOODACRE - 26/27 RE	JPA-MWPA-22-20-C-G	1,500.00	51,707.83
08/28/2026	PYPKT04029	PYPKT04029 - 8-28-20		PYPKT04029 - 8-28-2026 MWPA Payroll		23.43	51,731.26
08/28/2026	PYPKT04029	PYPKT04029 - 8-28-20		PYPKT04029 - 8-28-2026 MWPA Payroll	JPA-MWPA-26-102-C-	1,847.46	53,578.72
08/28/2026	APPKT04686	273-2026-000327	815003501	110 TARRY RD SAN ANSELMO - 26/27 R	JPA-MWPA-22-20-C-G	1,500.00	55,078.72
08/31/2026	APPKT04690	1234	815003510	DSI & GRANTS ANNUAL FEE (DR) - ALLIA	04428 - Fire Aside, Inc.	15,000.00	70,078.72
08/31/2026	APPKT04690	1235	815003510	DSI & GRANTS ANNUAL LICENSING FEE	04428 - Fire Aside, Inc.	47,000.00	117,078.72
08/31/2026	GLPKT10975	JN04776		MWPA JES Post Reclass Fire Aside Invoi	JPA-MWPA-22-20-C-G	-47,000.00	70,078.72
08/31/2026	GLPKT10975	JN04776		MWPA JES Post Reclass Fire Aside Invoi	JPA-MWPA-22-20-C-G	-15,000.00	55,078.72

Detail Report

Date Range: 07/01/2026 - 08/31/2026

Account		Name				Beginning Balance	Total Activity	Ending Balance
100.00.61450		Core Program: Core Projects: Metrics Develop Track				0.00	15,424.66	15,424.66
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/31/2026	APPKT04662	MWPA July 2026	815003445	July 2026 Consulting Services	04309 - Charlotte Jourdain	JPA-MWPA-26-96-C-M	3,943.35	3,943.35
07/31/2026	APPKT04662	MWPA July 2026	815003445	July 2026 Consulting Services	04309 - Charlotte Jourdain	JPA-MWPA-23-03-C-M	210.31	4,153.66
07/31/2026	APPKT04679	31272	815003493	GENERAL GIS & OTHER PROJECT WORK,	04302 - GreenInfo Network	JPA-MWPA-24-78-C-M	130.00	4,283.66
07/31/2026	APPKT04679	31273	815003493	MTING W/CALVIN, STATS TO STEVEN, P	04302 - GreenInfo Network	JPA-MWPA-24-78-C-M	455.00	4,738.66
07/31/2026	APPKT04679	31274	815003493	ADDING BOTANICAL SURVEY DATA TO G	04302 - GreenInfo Network	JPA-MWPA-24-78-C-M	280.00	5,018.66
08/03/2026	APPKT04662	INV-10079	815003463	Comprehensive Fire Risk and Communit	04310 - Scott Farley	JPA-MWPA-23-03-C-M	2,906.00	7,924.66
08/10/2026	APPKT04690	1407	815003520	PRJCT KICKOFF& PRJCT MGMT - 6.11.26	04505 - The Justice Collective	JPA-MWPA-26-96-C-M	7,500.00	15,424.66
100.00.61600		Core Program: Core Projects: Evacuation Routes				0.00	20,080.00	20,080.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/31/2026	APPKT04662	11145	815003451	Crew to perform weed abatement	04307 - Forster & Kroeger Landscape Main	SR-SNR-22-07-C-ER	4,760.00	4,760.00
08/11/2026	APPKT04662	2026_116-3	815003456	EMBER Ready Reimbursements	04440 - Kathryn Lynn Shearman	SM-SOM-25-36-C-ER	1,400.00	6,160.00
08/12/2026	APPKT04690	11161	815003512	REDHILL AND CLAYTON ST - 08.05.26-08	04307 - Forster & Kroeger Landscape Main	SR-SNR-22-07-C-ER	4,420.00	10,580.00
08/31/2026	APPKT04690	1369	815003515	PHS 1 - PRJT INITIATION-SAN RAFAEL EV	04498 - Ladris Technologies, Inc.	SR-SNR-22-07-C-ER	9,500.00	20,080.00
100.00.61700		Core Program: Core Projects: Public Education				0.00	93,319.75	93,319.75
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/31/2026	APPKT04690	2158	815003511	CHIPPER DAY PROG & WILDFIRE EDUCA	04434 - FIRE Safe Marin	JPA-MWPA-24-79-C-PE	93,319.75	93,319.75
100.00.61750		Core Program: Core Projects: EmberReady Program				0.00	41,023.33	41,023.33
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
08/31/2026	GLPKT10988	JN04781		MWPA JE6 Reclass Personnel Costs to P		JPA-MWPA-26-102-D-	41,023.33	41,023.33

Detail Report

Date Range: 07/01/2026 - 08/31/2026

Account		Name			Beginning Balance		Total Activity	Ending Balance
100.00.61800		Core Prog: Core Proj: Shaded/Nonshaded Fuel Breaks			0.00		333,499.55	333,499.55
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/01/2026	APPKT04662	030326-9(2)	815003465	Specialized Tree Work & Vegetation Ma	04431 - The Tree Man, LLC	WM-MWPA-24-69-C-F	5,000.00	5,000.00
07/23/2026	APPKT04662	JF2995	815003458	MWPA Task Order MFE-24-004	04311 - Mountain F. Enterprises, Inc.	SR-SNR-22-04-C-FB	111,984.00	116,984.00
07/31/2026	APPKT04662	11152	815003451	Labor & Equipment for the Vegetation	04307 - Forster & Kroeger Landscape Main	NOV-NOV-23-01-C-FB	11,200.00	128,184.00
07/31/2026	APPKT04662	11153	815003451	Labor & Equipment for the Vegetation	04307 - Forster & Kroeger Landscape Main	NOV-NOV-21-08-C-FB	39,200.00	167,384.00
07/31/2026	APPKT04679	31275	815003493	MEETINGS W/SIG, QA ON DATA	04302 - GreenInfo Network	JPA-MWPA-25-92-C-FB	210.00	167,594.00
07/31/2026	APPKT04690	11132	815003512	RING MOUNTAIN/EAGLE ROCK RD - 07.	04307 - Forster & Kroeger Landscape Main	SM-SOM-23-05-C-FB	7,000.00	174,594.00
08/12/2026	APPKT04690	11160	815003512	TAMALPAIS CEMETERY - 08.03.2026-08.	04307 - Forster & Kroeger Landscape Main	SR-SNR-22-04-C-FB	18,200.00	192,794.00
08/12/2026	APPKT04690	2079	815003509	WILDWOOD LN BROOM REMOVAL - JUL	04433 - Conservation Corps North Bay	NOV-NOV-23-01-C-FB	17,172.00	209,966.00
08/14/2026	APPKT04690	2080	815003509	BOILING CIR & HAMILTON PARKWAY -	04433 - Conservation Corps North Bay	NOV-NOV-24-01-C-FB	19,924.00	229,890.00
08/17/2026	APPKT04690	030326-31	815003521	KENT 70-76 RIDGECREST - 08.04.26-08.	04431 - The Tree Man, LLC	CM-MWPA-22-02-C-F	11,200.00	241,090.00
08/17/2026	APPKT04690	030326-32	815003521	KENT 70-76 RIDGECREST - 08.10.26-08.	04431 - The Tree Man, LLC	CM-MWPA-22-02-C-F	14,000.00	255,090.00
08/17/2026	APPKT04690	3639	815003508	SEADRIFT OFFICE & DIPSEA - BRUSH CL	04500 - All Stars Tree Service, Inc.	WM-MWPA-24-69-C-F	15,000.00	270,090.00
08/18/2026	APPKT04690	3640	815003508	465-495 CALLE DEL MAR-FIRE HARDENI	04500 - All Stars Tree Service, Inc.	WM-MWPA-24-69-C-F	19,000.00	289,090.00
08/19/2026	APPKT04690	030326-33	815003521	KENT 70-76 RIDGECREST - DOUGLAS-FI	04431 - The Tree Man, LLC	CM-MWPA-22-02-C-F	3,800.00	292,890.00
08/21/2026	APPKT04690	030326-34	815003521	77 RIDGECREST TO 152 RANCHERIA-AC	04431 - The Tree Man, LLC	CM-MWPA-22-02-C-F	3,200.00	296,090.00
08/22/2026	APPKT04690	4075	815003513	VALLEY MEMORIAL PARK - 08.11.26-08.	04497 - Go Native, Inc.	NOV-NOV-23-05-C-FB	21,459.55	317,549.55
08/26/2026	APPKT04690	030326-38	815003521	77 RIDGECREST TO 152 RANCHERIA - 08	04431 - The Tree Man, LLC	CM-MWPA-22-02-C-F	14,000.00	331,549.55
08/26/2026	APPKT04690	030326-39	815003521	KENT 152 TO 144 RANCHERIA - ACACIA	04431 - The Tree Man, LLC	CM-MWPA-22-02-C-F	1,950.00	333,499.55
100.00.61900		Core Program: Core Projects: Staffing			0.00		18,656.92	18,656.92
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
08/31/2026	GLPKT10988	JN04781		MWPA JE6 Reclass Personnel Costs to P		JPA-MWPA-24-77-C-ST	18,656.92	18,656.92
100.00.66050		Administrative Costs: Legal Services			0.00		7,323.25	7,323.25
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
08/03/2026	APPKT04662	122	815003444	MWPA General Legal Services	MWPA-04305 - Acevedo & Longfellow LLP		6,828.25	6,828.25
08/12/2026	APPKT04690	127665	815003518	LEGAL SERVICES - JUL 2026	04308 - Remy Moose Manley, LLP		495.00	7,323.25
100.00.66110		Administrative Costs: Personnel: Salaries			0.00		94,520.52	94,520.52
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/17/2026	PYPKT03991	PYPKT03991 - 7-17-20		PYPKT03991 - 7-17-2026 MWPA Payroll			46,794.50	46,794.50
07/31/2026	PYPKT04002	PYPKT04002 - 7-31-20		PYPKT04002 - 7-31-2026 MWPA Payroll			48,397.85	95,192.35
08/14/2026	PYPKT04019	PYPKT04019 - 8-14-20		PYPKT04019 - 8-14-2026 MWPA Payroll			44,385.35	139,577.70
08/28/2026	PYPKT04029	PYPKT04029 - 8-28-20		PYPKT04029 - 8-28-2026 MWPA Payroll			45,568.53	185,146.23
08/31/2026	GLPKT10988	JN04781		MWPA JE6 Reclass Personnel Costs to P			-14,889.19	170,257.04
08/31/2026	GLPKT10988	JN04781		MWPA JE6 Reclass Personnel Costs to P			-17,107.43	153,149.61
08/31/2026	GLPKT10988	JN04781		MWPA JE6 Reclass Personnel Costs to P			-22,330.54	130,819.07
08/31/2026	GLPKT10988	JN04781		MWPA JE6 Reclass Personnel Costs to P			-36,298.55	94,520.52

Detail Report

Date Range: 07/01/2026 - 08/31/2026

Account		Name				Beginning Balance	Total Activity	Ending Balance
100.00.66130		Administrative Costs: Personnel: Supple Allow				0.00	7,106.30	7,106.30
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/17/2026	PYPKT03991	PYPKT03991 - 7-17-20		PYPKT03991 - 7-17-2026 MWPA Payroll			6,712.52	6,712.52
07/31/2026	PYPKT04002	PYPKT04002 - 7-31-20		PYPKT04002 - 7-31-2026 MWPA Payroll			4,429.81	11,142.33
08/14/2026	PYPKT04019	PYPKT04019 - 8-14-20		PYPKT04019 - 8-14-2026 MWPA Payroll			4,432.10	15,574.43
08/28/2026	PYPKT04029	PYPKT04029 - 8-28-20		PYPKT04029 - 8-28-2026 MWPA Payroll			4,431.87	20,006.30
08/31/2026	GLPKT10988	JN04781		MWPA JE6 Reclass Personnel Costs to P			-624.55	19,381.75
08/31/2026	GLPKT10988	JN04781		MWPA JE6 Reclass Personnel Costs to P			-3,767.73	15,614.02
08/31/2026	GLPKT10988	JN04781		MWPA JE6 Reclass Personnel Costs to P			-3,782.94	11,831.08
08/31/2026	GLPKT10988	JN04781		MWPA JE6 Reclass Personnel Costs to P			-4,724.78	7,106.30
100.00.66140		Administrative Costs: Personnel: Def Cont Retire				0.00	0.00	0.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/17/2026	PYPKT03991	PYPKT03991 - 7-17-20		PYPKT03991 - 7-17-2026 MWPA Payroll			-3,249.76	-3,249.76
07/17/2026	APPKT04618	INV0016895	DFT07112	Nationwide 401(a) Employer Contributi	04260 - Nationwide Retirement Solutions		3,249.76	0.00
07/31/2026	PYPKT04002	PYPKT04002 - 7-31-20		PYPKT04002 - 7-31-2026 MWPA Payroll			-3,102.04	-3,102.04
07/31/2026	APPKT04641	INV0017020	DFT07146	Nationwide 401(a) Employer Contributi	04260 - Nationwide Retirement Solutions		3,102.04	0.00
08/14/2026	PYPKT04019	PYPKT04019 - 8-14-20		PYPKT04019 - 8-14-2026 MWPA Payroll			-3,102.04	-3,102.04
08/14/2026	APPKT04663	INV0017081	DFT07203	Nationwide 401(a) Employer Contributi	04260 - Nationwide Retirement Solutions		3,102.04	0.00
08/28/2026	PYPKT04029	PYPKT04029 - 8-28-20		PYPKT04029 - 8-28-2026 MWPA Payroll			-3,102.04	-3,102.04
08/28/2026	APPKT04675	INV0017188	DFT07221	Nationwide 401(a) Employer Contributi	04260 - Nationwide Retirement Solutions		3,102.04	0.00
100.00.66200		Administrative Costs: Services & Supplies				0.00	260.00	260.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/21/2026	APPKT04662	2026-EXECCOMM7-2	815003466	MWPA Executive Committee Meeting	04306 - Toni DeFrancis		120.00	120.00
08/05/2026	APPKT04662	2026-COC722	815003466	MWPA Community Oversight Committe	04306 - Toni DeFrancis		140.00	260.00
100.00.66300		Administrative Costs: Professional Services				0.00	16,298.83	16,298.83
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/14/2026	APPKT04621	MWPA26003	815003408	Grant Fee - Ember Ready, Marin Coastal	04312 - Blackrock Partners Organization In		3,000.00	3,000.00
07/31/2026	APPKT04662	MWPA July 2026	815003445	July 2026 Consulting Services	04309 - Charlotte Jourdain		841.25	3,841.25
08/17/2026	APPKT04690	235969	815003514	PEAK AGENDA MANAGEMENT - 09.16.2	04503 - Granicus		12,457.58	16,298.83
Total Fund: 100 - Marin Wildfire Prevention Authority:						Beginning Balance: 0.00	Total Activity: 955,589.15	Ending Balance: 955,589.15
Grand Totals:						Beginning Balance: 0.00	Total Activity: 955,589.15	Ending Balance: 955,589.15

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
100 - Marin Wildfire Prevention Authority	0.00	955,589.15	955,589.15
Grand Total:	0.00	955,589.15	955,589.15



Marin Wildfire Prevention Authority

Income Statement Account Summary

For Fiscal: 2026-2027 Period Ending: 08/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - Marin Wildfire Prevention Authority						
Revenue						
100.00.40000	Measure C	23,349,500.00	23,349,500.00	0.00	0.00	23,349,500.00
100.00.41000	Interest	201,870.00	201,870.00	8,007.11	8,007.11	193,862.89
100.00.49012	OTHER MISC REVENUE	0.00	0.00	291.72	291.72	-291.72
100.00.70300	Grant Revenue: MCF Grant - Zone O	364,000.00	364,000.00	0.00	0.00	364,000.00
100.00.70400	Grant Revenue: XyloPlan Urban Conflagrati	208,000.00	208,000.00	0.00	0.00	208,000.00
100.00.71000	Interagency Reimbursements	0.00	0.00	0.00	0.00	0.00
Revenue Total:		24,123,370.00	24,123,370.00	8,298.83	8,298.83	24,115,071.17
Expense						
100.00.60000	Core Program Envrnmtl. Compliance/Moni	535,000.00	535,000.00	0.00	0.00	535,000.00
100.00.60100	Core Program: Evacuation Mgmt Platform	208,600.00	208,600.00	0.00	0.00	208,600.00
100.00.60151	Core Program: Operational Costs: Rent	150,000.00	150,000.00	0.00	23,001.14	126,998.86
100.00.60152	Core Program: Operational Costs: Tenant I	25,000.00	25,000.00	0.00	0.00	25,000.00
100.00.60153	Core Program: Operational Costs: Website/	25,000.00	25,000.00	1,500.00	3,000.00	22,000.00
100.00.60154	Core Program: Operational Costs: Commun	5,000.00	5,000.00	0.00	0.00	5,000.00
100.00.60156	Core Program: Operational Costs: Training	5,000.00	5,000.00	0.00	0.00	5,000.00
100.00.60159	Core Program: Operational Costs: Insuranc	91,881.00	91,881.00	0.00	0.00	91,881.00
100.00.61050	Core Program: Core Projects: Alerts/Notific	40,000.00	40,000.00	0.00	0.00	40,000.00
100.00.61100	Core Program: Core Projects: Chipper Days	1,350,000.00	1,350,000.00	17,731.98	136,786.98	1,213,213.02
100.00.61200	Core Program: Core Projects: DSpace Evalu	538,052.00	538,052.00	88,113.48	98,508.03	439,543.97
100.00.61400	Core Program: Core Projects: Countywide	1,486,291.00	1,486,291.00	21,308.79	55,078.72	1,431,212.28
100.00.61450	Core Program: Core Projects: Metrics Deve	284,700.00	284,700.00	10,406.00	15,424.66	269,275.34
100.00.61500	Core Program: Core Projects: Equipment	100,000.00	100,000.00	0.00	0.00	100,000.00
100.00.61600	Core Program: Core Projects: Evacuation R	1,090,665.00	1,090,665.00	15,320.00	20,080.00	1,070,585.00
100.00.61700	Core Program: Core Projects: Public Educa	1,600,000.00	1,600,000.00	0.00	93,319.75	1,506,680.25
100.00.61750	Core Program: Core Projects: EmberReady	0.00	0.00	41,023.33	41,023.33	-41,023.33
100.00.61800	Core Prog: Core Proj: Shaded/Nonshaded F	4,359,292.00	4,359,292.00	158,905.55	333,499.55	4,025,792.45
100.00.61900	Core Program: Core Projects: Staffing	819,358.00	819,358.00	18,656.92	18,656.92	800,701.08
100.00.64000	Defensive Space Program: DSpace Agency	4,710,274.00	4,710,274.00	0.00	0.00	4,710,274.00
100.00.65000	Local Wildfire Mit Prog: Local Agency Paym	4,710,274.00	4,710,274.00	0.00	0.00	4,710,274.00
100.00.66000	Administrative Costs: Financial & Admin Se	105,000.00	105,000.00	0.00	0.00	105,000.00
100.00.66050	Administrative Costs: Legal Services	210,120.00	210,120.00	7,323.25	7,323.25	202,796.75
100.00.66100	Administrative Costs: Personnel	704,698.00	704,698.00	0.00	0.00	704,698.00
100.00.66110	Administrative Costs: Personnel: Salaries	0.00	0.00	-671.83	94,520.52	-94,520.52
100.00.66130	Administrative Costs: Personnel: Supple All	0.00	0.00	-4,036.03	7,106.30	-7,106.30
100.00.66200	Administrative Costs: Services & Supplies	287,174.00	287,174.00	140.00	260.00	286,914.00
100.00.66300	Administrative Costs: Professional Services	106,090.00	106,090.00	12,457.58	16,298.83	89,791.17
100.00.80300	Grant Expenditures: Urban Conflagration	364,000.00	364,000.00	0.00	0.00	364,000.00
100.00.80400	Grant Expenditure: Zone Zerio in a Box	208,000.00	208,000.00	0.00	0.00	208,000.00
Expense Total:		24,119,469.00	24,119,469.00	388,179.02	963,887.98	23,155,581.02
Fund: 100 - Marin Wildfire Prevention Authority Surplus (Deficit):		3,901.00	3,901.00	-379,880.19	-955,589.15	
Total Surplus (Deficit):		3,901.00	3,901.00	-379,880.19	-955,589.15	

Group Summary

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - Marin Wildfire Prevention Authority					
Revenue	24,123,370.00	24,123,370.00	144,925.83	-601,080.17	24,724,450.17
Expense	24,119,469.00	24,119,469.00	388,179.02	963,887.98	23,155,581.02
Fund: 100 - Marin Wildfire Prevention Authority Surplus (Deficit):	3,901.00	3,901.00	-243,253.19	-1,564,968.15	1,568,869.15
Total Surplus (Deficit):	3,901.00	3,901.00	-243,253.19	-1,564,968.15	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
100 - Marin Wildfire Preventi	3,901.00	3,901.00	-243,253.19	-1,564,968.15	1,568,869.15
Total Surplus (Deficit):	3,901.00	3,901.00	-243,253.19	-1,564,968.15	

STAFF REPORT

FOR THE MEETING OF SEPTEMBER 17, 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, FY 2025-26, and FY2026-27 Work Plans.

BACKGROUND:

The Marin Wildfire Board of Directors has approved seven work plans, which outline the priorities that Marin Wildfire and member agencies intend to pursue. Marin Wildfire and its Member Agencies have begun implementation of the FY 2026-27 Work Plan. Each 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:

Defensible Space and Home Hardening Evaluations

Measure C funds defensible space and home hardening evaluations throughout the five Marin Wildfire zones. In Central Marin, West Marin, and Southern Marin inspections are conducted by the Marin Defensible Space Alliance (MDSA). Thus far in 2026, the MDSA has completed over 15,400 inspections. In the Novato Zone, Novato Fire Wildfire

Mitigation Specialists (WMS) have conducted 3,251 inspections thus far in 2026. In the San Rafael Zone, San Rafael Fire WMS have completed over 3,680 inspections.

In total, over 22,331 evaluations have been completed in 2026. Home evaluations through the MDSA will continue through October while evaluations programs through San Rafael Fire and Novato Fire are year-round.

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>

Defensible Space and Home Hardening Grant Programs

Throughout Marin Wildfire’s jurisdiction, over \$3 million in Measure C funds will fund various reimbursement grant programs and direct assistance programs to support home hardening and defensible space activities, particularly within the first five feet of homes this fiscal year.

Thus far in 2026, approximately \$941,000 has been distributed to residents through reimbursement grant programs.

Zone	Applications In Progress	Applications Completed	Amount Distributed
Central Marin	127	51	\$68,826
Novato	234	521	\$643,711
San Rafael	212	97	\$158,673
Southern Marin	70	36	\$50,598
West Marin	33	16	\$19,444
Total Jan 1 – Sept 8, 2026	676	721	\$941,253

EmberReady Program

The EmberReady program is supported by approximately \$800,000 of additional funding over two years through the Marin Community Foundation. This program includes staff to work directly with neighborhoods, contractors, and member agencies to coordinate on-

the-ground home hardening and defensible space activities in areas identified as high risk. EmberReady updates include the following:

- The Headlands HOA, our initial Zone 0 removal pilot, is now a Firewise site; they were provided FSM and Marin Wildfire material for their community website. We returned to remove remaining vegetation in Zone 0 buffer zone which was initially deferred due to nesting birds.
- Coastal Quest granted EmberReady staff technical assistance for grant writing, they are helping us pursue grants to fund future EmberReady projects.
- EmberReady is launching two additional projects: Hazardous vegetation removal in Santa Venetia and a vent reimbursement project in East Corte Madera. Our Santa Venetia project launched this week (9/7) and will provide full direct assistance to remove Italian cypress and juniper from properties in Santa Venetia neighborhoods.
- We are continuing to provide one-on-one consultations for Paradise Ranch Estates in Inverness to help residents take action steps to get off the Fair Plan and to provide them with priority mitigation checklists. As of now we have successfully connected 3 residents with options to get off the CA FAIR Plan with more on track to do the same.
- UCCANR leadership visited Marin and invited stakeholders to share ideas and potential projects, Kathleen Cutter attended and spoke about furthering education on fire smart landscaping for professionals.

Chipper Day Program

The Chipper program is finishing its 4th of 6 rounds of chipping for this year. Thus far, the program has completed 3,390 successful pickups and removed 11,956 cubic yards of vegetation from residential properties. Community members' approval rating for the program remains high, with residents reporting an average of 4.92 out of 5 for satisfaction with the service. The program will continue chipping in one of the 5 Marin Wildfire Zones each week through November.

Ongoing Vegetation Management Project Implementation

Vegetation management activities are well underway with the support of biologists, archaeologists, Tribal representatives, geologists, GIS experts, and others. Staff are working with Member Agencies to collect and compile project implementation cost data to continue estimating future costs to maintain current projects over time.

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. The Marin Wildfire Goal 1 Dashboard is available [HERE](#):

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

Coastal Marin

Work is taking place in Inverness (Seahaven); Stinson Beach, including maintenance of previously treated areas and work on federal land; and Bolinas, including maintenance of the Wharf-Altura project area and work in the Olema-Bolinas area. Marin Wildfire, with the help of Fire Safe Marin, submitted a grant application to PG&E for assistance conducting vegetation management work in coastal Marin and was granted up to four weeks of free California Conservation Corps crew work. Some work has already taken place and more will take place once the crew returns from fire suppression support elsewhere.

Recent work along State Route 1 (SR 1) in Muir Beach on federal land was completed along with Terwilliger hazardous tree removal. Marin Wildfire, Muir Beach, and National Park Service staff are working together to plan future non-native heather removal and native plant restoration activities in two additional locations along SR 1.

Marin Wildfire staff and consultants have been coordinating with Tribal representatives and Coastal Commission staff to update the Public Works Plan (PWP) to reflect recent input from Federated Indians of Graton Rancheria. The Coastal Commission will consider the updated PWP at its October 7, 8, 9 meeting. The amended PWP will return to the Marin Wildfire Board of Directors agenda this winter.

Field Trips and Other Public Outreach

Marin Wildfire, various member agencies, and the Ecologically Sound Practices Partnership are working on planning three upcoming events.

First, Daniel Swain will present and virtually join a panel discussion with Marin County Office of Emergency Management and others on the coming El Nino on September 30. More information coming soon. This event will be hosted Marin County Council of Mayors & Councilmembers (MCCMC), Marin Wildfire, and the Ecologically Sound Practices Partnership.

Additionally, Marin Wildfire staff is planning two public field trips, including one to highlight EmberReady program activities and another to highlight San Rafael San Anselmo Fuel

Reduction Zone progress and work ahead. These will likely take place in October and November.

Geographic Information Systems (GIS)

The GIS program continues to collect valuable data and provide resources for member agencies. A public facing Marin Wildfire “hub” site is now available [HERE](#) to host dashboards, StoryMaps, and other spatial data. Once the updated CWPP has been finalized, the page will also host the CWPP and related information. To access from the marinwildfire.org homepage, click on the “Projects” tab and choose “Data and Dashboards.” More maps and resources will be added to this page. GreenInfo Network and Marin Wildfire are currently hosting GIS refresher sessions with Member Agencies and partners to make sure staff have access to data and the GIS skills they need to track vegetation management activities. Thus far, these have been very successful and will likely become an annual event.

<https://data-marinwildfire.hub.arcgis.com/>

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). Marin Wildfire and consultants have finalized the CWPP documents and StoryMap, and will present these materials to the CWPP stakeholders on September 14 and to the Marin Wildfire Board of Directors in October. Member Agencies will then seek approval from their boards and councils with Marin Wildfire support.

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. Master Service Agreements have a duration of three years and will expire in January 2027. Therefore, during the fall of 2026, Marin Wildfire staff will release an RFQ to begin the process of seeking qualified contractors for future Master Services Agreements.

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, FY 2025-26, and FY 2026-27 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

STAFF REPORT

FOR THE MEETING OF September 17, 2026

To: Marin Wildfire Prevention Authority Board of Directors

From: Mark Brown, Executive Officer
Jean A Bonander, Facilitator

Subject: Board of Directors Strategic Planning Update and Recommendation to Appoint a Strategic Planning Subcommittee

RECOMMENDATION:

Staff recommends that the Board of Directors appoint the Executive Committee members and potentially additional Board Members to a Strategic Planning subcommittee, to work ideas and recommendations for the Board's next Strategy Planning session.

BACKGROUND:

The Board of Directors conducted a strategic planning session on February 19, 2026, aligned with Marin Wildfire's fifth year of existence. The Board indicated an interest in scheduling future discussions regarding how the Authority is functioning, and how it is aligned to meet future needs. On June 18, 2026 the Board received a memo summarizing the discussion from February 19, 2026 and suggesting a range of dates and topics for the next sessions.

On August 17, 2026 the Executive Committee received an email outlining staff's plans for continuing to schedule the strategic planning sessions. President Barbara Coler responded and suggested that an item be added to the September 3, 2026 Executive Committee meeting to discuss the possibility of forming an Ad Hoc Strategic Planning working group similar to what was created in 2021-2022 to help frame and structure a process for the full Board.

By way of additional background information, in February 2026, the Board also asked for strategy planning comments and insights from the Operations Committee, and asked staff to begin working with the Ops Committee to conduct the sessions.

The primary challenge faced by staff has been scheduling the Operations Committee members to commit to a half or full day session to address the issues raised by the

Board, and then by the Operations Committee from its session on September 15, 2025. The summer season, June through September, has been an active work and planned time off period for many elected and appointed officials. The Operations Committee, comprised primarily of Fire Chiefs and City/Town Managers, was particularly affected by seasonal responsibilities and key activities such as budgets, the fiscal year end, capital projects and programs and fire season.

In addition, elected officials often work with staff to schedule a public meeting break in July or August, and to prepare for autumn activities with their communities, and with their regional responsibilities with agencies like Marin Wildfire and other communal assignments.

After multiple attempts to schedule the Operations Committee in August and early September, staff has suggested that the Operations Committee attach a special session its fall calendar, in November 2026, to address strategic plans.

ANALYSIS AND DISCUSSION:

On September 3, 2026 the Executive Committee convened and concurred with President Coler's suggestion about forming a subcommittee comprised of the Executive Committee members to develop ideas and draft recommendations for the full Board's consideration.

The Executive Committee members suggest including former Executive Committee member and current proxy Julie McMillan to the subcommittee and would like to invite up to two (2) additional Board members to participate. The subcommittee's meetings will be subject to the Brown Act's public meeting requirements.

In addition to establishing the Strategic Planning subcommittee, the Executive Committee has asked Facilitator Jean Bonander to review and analyze the Board's 2021-2022 Strategic Plan, compare it to the Board's discussion topics from February 2026, and identify gaps, opportunities and unintended consequences for the subcommittee's consideration during the upcoming weeks.

Should the Board of Directors agree to the formation of a Strategic Planning subcommittee, staff suggests setting a 90 days' timeline within which the working group would develop its recommendations.

Aligned with the planned scheduling of the Operations Committee session for November, the Ops Committee comments could be incorporated into the working group's deliberations. The target would be for Executive Committee review of the working group's efforts in December 2026/January 2027 and for the full Board review and consideration in January/February 2027.

FISCAL IMPACT:

There is no fiscal impact associated with the Board's consideration of this staff report and resolution. Staff time related to strategic planning is incorporated within the existing 2026-2027 operating budget.

ENVIRONMENTAL IMPACT:

This 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,

A handwritten signature in blue ink, appearing to read "Jean Bonander", with a stylized, cursive script.

Jean A Bonander, Facilitator

C: Megan Acevedo, General Counsel

Attachment 1: MWPA – Final Memo Strategic Planning 6.10.26

**THE MARIN WILDFIRE PREVENTION AUTHORITY
COMMUNITY OVERSIGHT COMMITTEE MEETING
August 26, 2026
MINUTES**

1. Call to Order – Chair Biggs called the meeting to order at 3:03 p.m.

2. Roll Call

Committee Members – In Attendance: John McCauley, Jim Wagner, Larry Minikes, Rebecca Suggs, Genny Biggs, Scott Pinsky

Staff in Attendance: Executive Officer Mark Brown, Management Analyst Martina Ilusorio, Wildfire Mitigation Specialist Kathleen Cutter

3. Agenda Adjustments

There were no adjustments.

4. Open Time for Public Expression

There were no comments.

5. Executive Officer's Report

Executive Officer Brown presented a staff report including: 1) The successful prescribed burn done by Marin Water and Marin County Fire; 2) Busy fire season nationwide; 3) The Nesting Bird Season has ended and vegetation management tasks will pick up; 4) The Operations Committee (OPS) will start meeting earlier this year to provide strategic guidance to the Advisory Technical Committee (ATC) in an attempt to streamline the Work Plan development. Staff answered a question from the committee regarding the date of the first OPS Committee meeting.

Chair Biggs opened the meeting to public comments.

There were no comments.

Chair Biggs closed the meeting to public comments.

6. Consent Calendar

a. Minutes of the July 22, 2026 COC Meeting

Motion: McCauley, to approve the July 22, 2026 minutes.

Second: Wagner

Action: Motion passed.

AYES: 6 McCauley, Minikes, Pinsky, Suggs, Wagner, Chair Biggs

NOES: 0

ABSENT: 2 Bartel, Randolph

ABSTAIN: 0

7. Action Items

a. FY 2024/25 Community Oversight Committee Report

Committee member McCauley discussed the report and highlighted some of the significant changes including: a lot of the numbers have changed; 80% Roll-Over Table is new; the Fiscal Year 2024 Audit comparison to the Financial Statements; the 80% test; unreconciled difference between 2025 JPA-wide Core spending that needs to be investigated; and the language about transparency. He discussed some of the Recommendations and Findings.

The committee discussed the distinction between a “project” and a “program”.

Motion: Wagner, to accept the changes in the report, to add a clarifying sentence regarding “projects” vs. “programs”, and to make the nomenclature consistent.

Second: Biggs

Action: Motion passed.

AYES: 6 McCauley, Minikes, Pinsky, Suggs, Wagner, Chair Biggs

NOES: 0

ABSENT: 2 Bartel, Randolph

ABSTAIN: 0

b. FY 2026/27 Community Oversight Committee Chair and Vice Chair Selection

Motion: Biggs, to select Vice Chair Wagner as Chair and Committee member Bartel as Vice Chair.

Second: Pinsky

Action: Motion passed.

AYES: 6 McCauley, Minikes, Pinsky, Suggs, Wagner, Chair Biggs

NOES: 0

ABSENT: 2 Bartel, Randolph

ABSTAIN: 0

c. Community Oversight Committee Bylaws Revision

Committee member Pinsky discussed the draft revisions and suggested a few more amendments including Article 7, Terms of Chair and Vice Chair; Committee member term limits; Article 11, protocols for Bylaw Amendments; and creation of ad hoc committees.

Motion: Biggs, to approve the Community Oversight Committee Bylaws Revision with some grammatical edits and recommend adoption by the Board. Newly selected Chair Wagner and Vice Chair Bartel shall serve from October 2026 to January 2028.

Second: Wagner

Action: Motion passed.

AYES: 6 McCauley, Minikes, Pinsky, Suggs, Wagner, Chair Biggs

NOES: 0

ABSENT: 2 Bartel, Randolph

ABSTAIN: 0

d. Meeting Date Change

Vice Chair Wagner stated he would like to delete this item- the next meeting is scheduled for September 23rd.

8. Discussion Items

a. FY 2023/24 Audit Close Out

Executive Officer Brown gave a staff report and a PowerPoint presentation that included: 1) FY 2023/24 Differences between Audit and COC Metrics Report; 2) Delay in Audit; 3) Material Deficiencies; 4) Total Revenue and Core Expenditures; 5) 80% Table; 6) Dspace and Local Revenue and Expenditures. Staff answered a question from the committee regarding whether future audits can break out grant expenditures separate from Measure C expenditures.

b. FY 2024/25 Audit Review Planning

Executive Officer Brown presented a staff report. The auditors and the finance team have been working on this and the goal is to have the audit completed eighteen months after the end of the fiscal year. Staff answered questions from the committee regarding the eighteen month time period; if the COC should appoint a subcommittee to review audits and submit a report to the full committee; if the recommendation states that the COC can issue its report prior to the audit being available.

Committee member McCauley stated there was no need for a subcommittee. Management should be presenting the audit to the committee.

c. FY 2025/26 Community Oversight Committee Report Planning

Chair Biggs stated they should talk about group assignments.

Committee member Suggs stated perhaps they could get the Annual Report done as a group without assigning committees.

The committee discussed when the audit would be completed and how that affects the preparation of the report.

Chair Biggs stated committee assignments were as follows: Core- Chair Biggs, Committee member McCauley; Dspace- Committee member Pinsky, Committee member Randolph; Local- Vice Chair Wagner, Committee member Bartel. She would like the first drafts submitted at the meeting.

d. Community Oversight Committee Onboarding Documents

Chair Biggs stated there were revisions to the onboarding, report writing, and timeline documents. Committee member McCauley discussed the documents and the revisions.

Chair Biggs stated these documents could be approved at the next meeting.

9. Committee members request regarding future agenda items

There were no requests.

10. Adjournment – Chair Biggs adjourned the meeting at 4:43 p.m.

Respectfully submitted,
Toni Defrancis
Recording Secretary