MWPA BOARD OF DIRECTORS AGENDA
Thursday October 15, 2020
3:00 pm

https://zoom.us/j/95535984466

Or Telephone:
669-900-6833
Meeting ID: 955 3598 4466

For those joining by phone use: *9 to “raise your hand” and *6 to mute/unmute

ATTENTION: This will be a virtual meeting of the Board of Directors of the Marin Wildfire Prevention Authority pursuant to Executive Order N-29-20 issued by the Governor of the State of California. There will not be a public location for participating in this meeting, but any interested member of the public can participate telephonically by utilizing the dial-in information printed 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 Mark Brown at mbrown@marinwildfire.org

1. Call to order.

2. Roll Call.
   David Kimball  Barry Evergettis  Mark White
   Sashi McEntee  Leah Green       Bob Ravasio
   Gary Phillips  Leighton Hills   Barbara Coler
   Gabe Paulson   Bruce Goines     Julie McMillan
   Dennis Rodoni  Tom Finn        Steve Burdo
   Kathryn Donohue  Cathryn Hilliard

AGENDAS & STAFF REPORTS ON-LINE www.marinwildfire.org
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 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 three minutes and should be respectful to the community. Please silence your cell phones during the meeting / mute your microphone when not reporting out.

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 Committee may approve the entire consent agenda with one action. In the alternative, items on the consent agenda may be removed by any Committee or staff member, for separate discussion and vote.

a. Approve September 17, 2020 MWPA Board of Directors Meeting minutes.
- September 2017 MWPA BOD Meeting Minutes
b. Accept August 10, 2020 and September 28, 2020 Summary Notes from MWPA Citizens’ Oversight Committee (COC) Subcommittee Meetings.
- August 10, 2020 COC Sub-committee Meeting Notes
- September 28, 2020 COC Sub-committee Meeting Notes
c. Accept the Update on Financial and Administrative Support Services, and Adopt Resolution No. 20-08 Authorizing the Executive Officer to Establish a Banking Relationship with the Bank of Marin.
- Staff Report Financial and Admin Support Services
- Resolution No 20-08
- MWPA YTD Budget Report
d. Approve Resolution No. 20-09, Authorizing the Executive Officer to Execute an Agreement with Badawi & Associates for Independent Audit Services for the FY2020-21, ending June 30, 2021.
- Staff Report re Resolution 20-09
- Resolution No 20-09
- Badawi and Associates Proposal
- Farnsworth Proposal
- Ricciardi Proposal
e. Authorize Agreement with Burke, Williams and Sorensen for Labor and Employment and Specialized Legal Services.
- Staff Report – Burke, Williams and Sorensen Agreement
- Agreement – Burke, Williams and Sorensen LSA
   Recommendation: That the Board of Directors approve the Consent Calendar.  
   - FIRESafe Marin Services Agreement

7. Appoint Nine (9) Members to the MWPA Citizens’ Oversight Committee.  
   Recommendation: That the Board of Directors approve the recommendations of the MWPA COC Subcommittee to fill nine (9) positions on the MWPA Citizens’ Oversight Committee.
   - COC Appointment
   - COC Committee Applications Submitted – link

8. Update on Senior Low Income Exemption Process.  
   Recommendation: That the Board of Directors hear the report and authorize staff to evaluate the requests for late filed exemptions and an appeal process.
   - Staff Report Update on Sr Low Income Exemption
   - Senior Post Card

9. Consider and Approve a Draft Request for Proposal (RFP) for Environmental Consulting Services.  
   Recommendation: That the Board of Directors consider and approve the draft RFP for Environmental Consulting Services for the MWPA, and authorize staff to issue the RFP based on the recommended timeline.
   - Staff Report RFP Environ Services
   - RFP CEQA Environmental Services
   - Work Plan
   - Professional Services Agreement Template

10. Consider and Approve MWPA’s Retention of Specialized Environmental Legal Counsel Services to assist with MWPA Environmental Consulting Services.  
    Recommendation: That the Board of Directors consider and then authorize staff to retain specialized Environmental Legal Counsel Services to assist with the MWPA Environmental Consulting Services.
    - Staff Report Environ CEQA Legal Counsel

    - Staff Report Admin & Finance Plan 10.15.20

12. Committee Reports.  
    a. Operations Committee Update – Oral Report (Includes the Evacuation Plan Update)
    b. FIRESafe Marin Program of Work and Projects Update – Report
       - FIRESafe Marin Project Report

AGENDAS & STAFF REPORTS ON-LINE www.marinwildfire.org
13. Information Items.

14. Board Members Request Future Agenda Items.

15. Adjourn.

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

Any writings or documents provided to a majority of the Board of Directors regarding any item on this agenda after the distribution of the original packet will be made available for public inspection at 28 Liberty Ship Way, Suite 2800, Sausalito CA 94965. *Note as of 4/30/20 offices are closed to the public. Therefore, documents will be made available upon request and will be available online at www.marinwildfire.org

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 Council 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 Board on or before Monday, October 12, 2020 at 3:00 pm.

Jean A Bonander, on behalf of Mark Brown, Executive Officer
THE MARIN WILDFIRE PREVENTION AUTHORITY
BOARD OF DIRECTORS MEETING
3:00 p.m. Thursday, September 17, 2020
Via teleconference due to Coronavirus (COVID-19)
MINUTES

1. Call to Order- President Goines called the meeting to order at 3:00 p.m.

2. Roll Call and Introductions
   Directors – In Attendance: Steve Burdo (San Anselmo), Barbara Coler (Fairfax), Kathryn
   Donohue (Inverness), Tom Finn (Sleepy Hollow Fire), Barry Evergetts (Kentfield Fire),
   Bruce Goines (Novato Fire), Leah Green (Marinwood), Cathryn Hilliard (Southern Marin
   Fire), Leighton Hills (Muir Beach), David Kimball (Bolinas Fire District), Sashi McEntee (Mill
   Valley), Julie McMillan (Ross), Gabe Paulson (Larkspur), Bob Ravasio (Corte Madera),
   Dennis Rodoni (County of Marin), Mark White (Stinson Beach)
   Directors- Absent: Gary Phillips (San Rafael)
   Staff in Attendance: Interim Executive Director Jean Bonander, Legal Counsel Megan
   Acevedo, Marin County Fire Chief Jason Weber, Operations Committee Co-Chair Dan
   Schwarz

3. Agenda Adjustments
   There were no agenda adjustments.

4. Open Time for Public Expression
   Mr. Steven Keese stated the Citizens for Wildfire Preparedness continues to be very active
   and meets via Zoom once or twice a week. He thanked the MWPA for what it has been able to
   accomplish.

   Ms. Barbara Salzman stated the Fire and Environment Resiliency Network (FERN) are also
   meeting on a regular basis. She would like an update on California Environmental Quality Act
   (CEQA) compliance on the various projects. Chair Goines stated he would contact Ms.
   Salzman.

   Interim Executive Officer Bonander noted that Director Hills joined the meeting.

   Director Berto asked staff to make sure the Zoom meeting videos are posted on the Website
   as soon as possible.

5. Executive Officer Appointment
   President Goines presented a report. Eighty-one candidates were whittled to two and the
   Board has decided to appoint Mr. Mark Brown as the Executive Officer.
Interim Executive Officer Bonander stated Mr. Brown has a long history in Marin County and will soon be serving-retiring as the Deputy Chief of the County of Marin. He is well versed in wildland fire and administrative services and skills. The scope of work is attached to the employment agreement.

Director Coler referred to Attachment “A”, Scope of Work, and suggested adding the following catch-all phrase- “and other duties as needed to meet the goals and objectives of the MWPA or as required by the Board of Directors”. She recommended this language in the job description as well. She looks forward to working with Mr. Brown.

President Goines opened the meeting to public comments.

Mr. Steven Keese supported the appointment of Mr. Brown.

Mr. Ron Arlas, former Mayor of Larkspur, stated he was concerned about the proposed compensation. He acknowledged the pension was in the form of a “defined contribution benefit” but he thought there would not be any pension contributions by the MWPA. He also questioned the $700 allocated for “extra expenses”. Proposition “C” promised that this would be a “lean organization”. These two benefits should be removed at least for the first year.

Mr. Mark Brown stated he was very excited about the opportunity. His goal is to develop an efficient organization that will increase the safety of the residents of Marin. He promised to “hit the ground running”.

President Goines closed the meeting to public comments.

Interim Executive Officer Bonander stated the compensation package was designed to honor that covenant of Measure “C”. Defined contribution plans, as opposed to defined benefit plans, are fairly common in executive level packages and are intended to attract the kind of candidates that the Board was seeking. The additional costs are related to vehicles and unanticipated technology.

Director McEntee stated recent legislation (AB 5) prohibits the MWPA from offering this as an independent contractor position. Certain benefits are required for this employee position. The $700 “cash in lieu” mentioned by Mr. Arlas should be considered part of the salary.

M/s, Berto/Coler, to authorize President Goines to sign the employment agreement with Mr. Mark Brown to serve as the MWPA Executive Officer with the change recommended by Director Coler.
Ayes: 15 of 15, 100% of population (through a roll call vote)

6. Interim Executive Officer’s Report

Interim Executive Officer Bonander asked Marin County Fire Chief Jason Weber to give a brief update on what is going on in California. Fire Chief Weber stated there were 25 major fires over 3 million acres. The Woodward Fire in Marin County involved over 5,000 acres and the
crews experienced a problem with resource availability. An incident management team was brought in from the Northern Rockies and the Nevada area. He has received emails and phone calls from throughout the State asking about the formation of the MWPA.

President Goines stated the Type One Incident Command Team, a Federal entity, hired Marin County Fire Inspectors to identify and address risks and consequences in the community. FIRESafe Marin was in the community with chippers and crews doing mitigation work. These are examples of the MWPA “in motion”.

Director McEntee asked Chief Weber about the impacts to habitats from the Woodward Fire and how far the County is behind in fuel reduction work due to COVID-19. Chief Weber stated he did not think the County was behind in terms of the fuel reduction work. Fire is a natural part of the landscape and an important part of the ecosystem. Woodward was a low-intensity fire that did not move at a rapid pace. An environmental assessment along with recommendations will be made in terms of fire line repair work, etc. In many cases the forest comes back healthier.

President Goines stated the Burned Area Environment Restoration (BAER) post-fire environmental restoration efforts will address sediment, trail, water quality issues, etc.

Director Kimball stated the Rocky Mountain team brought in biologists and archeologists and their practices went a long way towards alleviating community concerns.

Interim Executive Officer Bonander reported the Citizen’s Oversight Committee (COC) process is on-going with applications due on Wednesday, September 23rd at 5:00 p.m. Staff has received many applications and is pre-sorting them into the geographic and specialized service areas. A subcommittee of the Board will be meeting on Monday September 28th to review the applications. The target is to make recommendations to the Board for consideration at the October 17th meeting. Staff is working on the issue of environmental review and has asked for Request for Proposal (RFP) templates from some of the member agencies. The target is to bring an RFP for environmental consulting services to the Board on October 17th. Staff had some technical challenges with respect to posting the Board Zoom meetings and has a meeting next week to make sure this is done in a more efficient manner. She will be working with newly appointed Executive Officer Brown on his transition to full-time employment.

President Goines asked the Board to submit any edits, additions, suggestions regarding the Transition Plan to Interim Executive Officer Bonander.

President Goines opened the meeting to public comments.

There were no comments.

President Goines closed the meeting to public comments.

7. Consent Calendar
   a. Approve August 20, 2020 MWPA Board of Directors meeting minutes.
d. Authorize President to Consent to Concurrent Representation by Epstein + Holtzapple, the MWPA and the Muir Beach Community Services District.
e. Adopt Resolution No. 20-07 Concerning Appropriations Limit.

Director McEntee stated she would like to pull Item 7(d) for discussion.

Director Coler thanked Legal Counsel Acevedo on her excellent work on Item 7(e). Legal Counsel Acevedo stated her firm contracted with another law firm for guidance on the Gann Limit issue.

President Goines opened the meeting to public comments.

Mr. Steven Keese asked when the video for the last meeting would be posted. Interim Executive Office Bonander reiterated staff was meeting next week to resolve technical difficulties.

President Goines closed the meeting to public comments.

M/s, Rodoni/Berto, to approve Consent Calendar Items 7(a), (b), (c), and (e).
Ayes: 15 of 15, 100% of population (through a roll call vote)

7(d). Authorize President to Consent to Concurrent Representation by Epstein + Holtzapple, the MWPA and the Muir Beach Community Services District.

Legal Counsel Acevedo presented a staff report.

Director McEntee asked Legal Counsel Acevedo what other member agencies are represented by her firm. Legal Counsel Acevedo stated her firm represents the City of San Rafael, Town of San Anselmo, and the Muir Beach Community Services District. Director McEntee asked what the voting share of these three entities would be and whether or not it would be significant. Operations (OPS) Committee Co-Chair Schwarz stated the San Rafael share is 26.5%, the San Anselmo share is 5.08%, and the Muir Beach share is .15%. Director McEntee asked what would happen in the event of a conflict. Legal Counsel Acevedo stated this issue has not come up but the firm would seek outside counsel for the client that has the most conflict.

M/s, Rodoni/Coler, to approve Consent Calendar Item 7(d).
Ayes: 15 of 15, 100% of population (through a roll call vote)

8. Old Business
   a. Adopt MWPA ByLaws
Interim Executive Officer Bonander presented a staff report. The Board considered the Draft By-Laws at the last meeting and made a number of revisions including the formation of a standing Finance Committee and Executive Committee. Other revisions included limitations on contract spending and change orders and removal of the section referring to future potential new agency applications. She recommended adoption of the ByLaws.

Director Coler referred to page 46, Section 1, Regular Meetings, and stated the Executive Committee will be discussing this in the future.

President Goines opened the meeting to public comments.

Mr. Bruce Bartel, representing the Marin Citizens for Wildfire Preparedness, stated Brown Act compliance applies to all meetings of the Board. There have been no meeting announcements or agendas posted for the Operations (OPS) Committee for the last three months. Subcommittees of the OPS Committee have been working for several months and should also provide regular meeting notice, agendas, and Zoom information.

President Goines closed the meeting to public comments.

M/s, Berto/Evergettis, to accept the MWPA ByLaws
Ayes: 15 of 15, 100% of population (through a roll call vote)

b. Appointment of Board Members to Executive Committee and Finance Committee

Interim Executive Officer Bonander presented the staff report. The Executive Committee is made up of five Directors. The Finance Committee is a seven member committee, comprised of five Directors, plus two members of the Operations Committee. The intent is that there is a geographic spread of Committee members.

President Goines opened the meeting to public comments.

There were no comments.

President Goines closed the meeting to public comments.

c. Review and Consider Proposed Initial Range of Executive Committee and Finance Committee Duties and Responsibilities

Interim Executive Officer Bonander presented the staff report. After some research she came up with a range of common responsibilities of an Executive Committee and Finance Committee. She noted this is an informational item and she recommended that each respective committee review the list of duties and responsibilities and come up with a draft document for the Board to consider.

Director Coler stated she liked the way the duties of the Executive Committee are “starting out slow” with more delegation occurring over the years. She referred to the Finance Committee’s
list of responsibilities, the last bullet under “administration and financial policies”, and stated a “gift acceptance policy” would be controlled by the Fair Political Practices Commission (FPPC). This bullet should be deleted. Interim Executive Officer Bonander stated this section could be restated to include “philanthropic donations”. “Gift” was an incorrect choice of words.

Director Hilliard arrived at the meeting at 4:10 p.m. She supports the comments made by Director Coler. An MWPA Foundation could be set up in the future which could serve as a vehicle for accepting donations.

President Goines stated these draft documents will be brought to the committees for deliberation and subsequent Board action.

President Goines opened the meeting to public comments.

There were no comments.

President Goines closed the meeting to public comments.

d. Approve FIRESafe Marin Agreement

Interim Executive Officer Bonander presented a staff report. She noted the agreement includes the terms and conditions described in the staff report. Due to the prediction of dry weather into the fall there is an opportunity to continue the Chipper and Vegetative Management Program. This would require an additional allocation of funds in the amount of $230,000 to continue the program through the end of November. This is a “not to exceed” amount. The total funding agreement with FIRESafe Marin would be $1,371,283. She noted the terms and conditions were included in the staff report. The agreement will run through June 30, 2021.

Director McMillan asked Operations Committee (OPS) member Shortall to explain why additional amounts were needed and to talk about the success of past Chipper Days. OPS Committee member Shortall stated the original proposal was for the program to go through the end of September. The program costs about $150,000 per month to run so extending it through October and November would cost about $300,000. They do have about $70,000 left over. They continue to receive requests for this service and it is a very popular program.

Director Kimball stated this program is very popular in Bolinas. He supported the co-branding on the trucks. He asked if the $30,000 budgeted for weather radios was a placeholder or if there was a detailed plan. OPS Committee member Shortall stated he would address this in his report.

Director White stated FIRESafe Marin and the MWPA has a very successful relationship. He supported the additional allocation.

Director Evergettis stated he supported the additional allocation.
Director Rodoni stated the Chipper Program was one of the more valuable and visible programs and he support the request.

Director Ravasio stated this is a very popular program and he supported this request.

President Goines opened the meeting to public comments.

Mr. Steven Keese stated this is a very popular program, second only to the goats!

President Goines closed the meeting to public comments.

M/s, Rodoni/Berto, to authorize President Goines to sign the agreement with FIRESafe Marin including the additional allocation of funds in the amount of $230,000 to continue the Chipper Day program through the end of November.

Ayes: 16 of 16, 100% of population (through a roll call vote)

9. New Business  
   a. MWPA Draft Administrative and Financial Business Plan through December 31, 2020

Interim Executive Officer Bonander presented the staff report. Her revised recommendation is that the Board review and consider but not approve the draft plan. There are innumerable details on the administrative and financial side that need to be coordinated and pulled together. There is still a lot to do in terms of creating a new organization. She reiterated that staff is working on improving communications with the community. She will start working with newly hired Executive Officer Brown right away.

Director McMillan stated the list included in the staff report was a bit daunting and she asked if Interim Executive Officer Bonander could remain involved past the October 31st transition date. Having continuity is important.

President Goines agreed and stated he included an edit that says “October 31st or beyond as required”.

Director McEntee recognized the work performed by Interim Executive Officer Bonander and noted the list contained in her report indicates how much work still needs to be done. She supported the suggestion made by Director McMillan but noted that decision would be up to the Board and Executive Officer Brown. She recommended the Board participate in an Orientation and Strategic Planning Retreat once Executive Officer Brown gets on board.

Director Coler supported keeping Interim Executive Officer Bonander on during the transition. The plan contained in the staff report is something Executive Officer Brown should focus on and help implement.

President Goines opened the meeting to public comments.
Mr. Bruce Vogen, representing the Coalition of Sensible Taxpayers, stated this is an agency with a lot of moving parts and a complex project plan. He would like the agency to start using some type of industrial strength technology such as project-by-project management software. It is important to tie funding sources with tasks or projects when reporting to the public. President Goines stated there have been discussions regarding project management software.

President Goines closed the meeting to public comments.

10. Committee Reports
   a. Operations Committee Update- Verbal Report

President Goines noted there were written reports in the Board packet.

Operations (OPS) Committee Chair Weber reported the OPS Committee’s primary tasks are the developing the Annual Budget and the Work Plan for adoption by the Board. Both of these were adopted in June. The OPS Committee did not meet in July or August. The subcommittees were task oriented and eventually dissolved. The OPS Committee will be meeting next week and he has asked the Website contractor to make sure that information gets posted. The Work Plan in its entirety will be published along with the status of each project. The OPS Committee will assist the Board in getting Executive Officer Brown up to speed, work with the Technical Advisory Committee on the development of the 2021 Work Plan, and finalize the Request for Proposal (RFP) for the Evacuation Plan Study. OPS Committee Co-Chair Schwarz reported he was working with Alliance Insurance Services and is getting proposals to cover errors and omissions for the Board and Workers Compensation for the new Executive Officer. He will shop more aggressively for long-term insurance products or discuss with the Board whether or not to join a Joint Powers Insurance Authority. He will bring the Board a more thorough report next month.

President Goines opened the meeting to public comments.

There were no comments.

President Goines closed the meeting to public comments.

   b. FIRESafe Marin Program of Work and Projects Update- Verbal Report

Operations Committee (OPS) member Shortall reported the last Webinar was very successful with 500 people in attendance and 2,500 views on the Website channel. The next Webinar is scheduled for Tuesday, September 29th. Community workshops will start in the spring. He briefly discussed the “Get Ready 5th Grade” Project. The group continues to create brochures and newsletters and hold monthly meetings. He briefly discussed the NOA Weather Radio Pilot Project and the Chipper Program.

President Goines thanked Operations (OPS) Committee member Shortall for the great work being done by FIRESafe Marin.
Director McEntee thanked Operations Committee (OPS) member Shortall for his report and stated she would like to discuss the “Get Ready 5th Grade” Project with him soon.

President Goines opened the meeting to public comments.

There were no comments.

President Goines closed the meeting to public comments.

c. First Draft Evacuation Plan Update

Mr. Todd Lando, representing FIRESafe Marin, presented a status report regarding the development of a coordinated Wildfire Evacuation Route Needs Assessment and a Countywide Coordinated Wildfire Evacuation Plan. Discussions started in 2018 following the Grand Jury Report and the North Bay Fires. Existing plans need to be updated using database information regarding wildfires, population, traffic engineering, etc. He acknowledged that a lot of work has been done on an individual agency level. The CalTrans grant request of $665,000 was not selected but he thinks there are other funding opportunities. The best approach for the study might be a two-phased approach. He urged the Board to use the existing proposal as a baseline and develop a scope of work and a Request for Proposal (RFP) to get this project moving as quickly as possible.

President Goines stated the two-phase proposal includes the MWPA funding certain aspects of the project with the hope of getting CalTrans funding.

Director McEntee stated the City of Mill Valley has done a lot of work in this area with a focus on the traffic issues. She would be happy to help with getting State Legislators involved.

President Goines opened the meeting to public comments.

There were no comments.

President Goines closed the meeting to public comments.

11. Informational Items

Director Finn reported last Thursday he participated in a Webinar sponsored by the University of California Agricultural and Natural Resources Division titled “What to do on the Land and What to Avoid”. He has a link to the Webinar. President Goines stated he also participated in this Webinar which addressed restoration protocols.

12. Board Members Request Future Agenda Items

Director Coler discussed the idea of creating a grant program to pay homeowners for the removal of pyrophilic vegetation or vegetation that needs to be removed to create defensible
space. There are crews available to help with these tasks. She suggested the Operations Committee discuss this at its next meeting.

Director Donahue referred to Director Coler’s suggestion and stated what is needed is more resources.

Director White stated education was important in terms of the best type of landscaping to use in these areas.

Director McMillan stated Marin Master Gardeners has a Fire Smart Landscaping Program that works in conjunction with FIRESafe Marin. They offer many educational classes.

Director Rodoni stated all MWPA programs should include “home hardening” elements.

12. Adjournment- President Goines adjourned the meeting at 5:25 p.m. The next meeting would be held on Thursday, October 15, 2020 at 3:00 p.m.

Respectfully submitted,

Toni DeFrancis,
Recording Secretary
The Ad Hoc committee was called to order at 3:11 pm. All Ad Hoc Committee members – Bruce Goines, Julie McMillan, Dennis Rodoni and Steve Burdo – were present. Jean Bonander, Interim Executive Officer, was also present.

The Ad Hoc Committee noted that the purpose of the Citizens’ Oversight Committee (COC) is to look at MWPA’s spending on an annual basis and match the budgeted funds to expenditures. The COC’s structure is described and defined in the ballot language.

The Committee members began work on refining the draft application and edited portions of the document for additional clarity and to fix the typographical errors. The members also asked for a clearer map of the jurisdictional boundaries.

The Ad Hoc Committee members then set the application period opening date as August 26, 2020 and the closing date as September 23, 2020. The Committee members asked that a notice be sent to the newspaper and that the link to the COC application be featured prominently on the MWPA website.

The Committee members agreed to meet again at the end of September 2020 to review the applications, and then prepare to make recommendations to the full Board for appointments to the nine (9) member COC committee.

The Ad Hoc Committee then adjourned the meeting at 3:51 pm.
SUMMARY NOTES

The Ad Hoc committee was called to order at 3:06 pm. All Ad Hoc Committee members – Bruce Goines, Julie McMillan, Dennis Rodoni and Steve Burdo – were present. Mark Brown, Executive Officer and Jean Bonander, former Interim Executive Officer, were also present.

The Ad Hoc Committee once again noted that the purpose of the Citizens' Oversight Committee (COC) is to look at MWPA’s spending on an annual basis and match the budgeted funds to expenditures. The COC’s structure is described and defined in the ballot language.

The Committee members discussed the need to make sure that the recommendations included people with experience in financial oversight, and the balance of the variety of skills, abilities, experiences and resources reflected in the applicants. The Committee members uniformly noted that the pool of the 32 applicants across the nine (9) positions was an exceptionally talented group of volunteers.

The Committee members began discussing the applicants by each of nine (9) pools of applicants, and weighed each applicant’s potential contributions to the COC then selected the applicant whom the Committee felt would be the most appropriate individual and collective participant.

The recommended applicants by category are listed as follows:

Taxpayer Group - Kingston Cole
Environmental Group - Larry Minikes
Civic Group - Stephen Keese
Fire Prevention Group - Lucy Dilworth
Novato Area - Rebecca Suggs
San Rafael Area - Pat Randolph
Central Marin Area - Larry Chu
Southern Marin Area - Max Perrey
West Marin Area - Carolyn Longstreth

The Committee members then asked the Executive Officer to draft and send notifications and to send the MWPA General Counsel the prospective COC member applications for review for potential conflicts of interest.

The Ad Hoc Committee then adjourned the meeting at 4:22 pm.
To: Marin Wildfire Prevention Authority Board of Directors
From: Christian Tubbs, Fire Chief
Subject: Accept the Update on Financial and Administrative Support Services, and Adopt Resolution No. 20-08 Authorizing the Executive Officer to Establish a Banking Relationship with the Bank of Marin

RECOMMENDATION:

That the Board of Directors accept the update on Financial and Administrative Support Services, and adopt Resolution No. 20-08, Authorizing the Executive Officer to Establish a Banking Relationship with the Bank of Marin.

BACKGROUND:

At the September 17, 2020 MWPA Board of Directors Meeting, the Board received a report from Southern Marin Fire Protection District (SMFD) Fire Chief Christian Tubbs providing current information about the progress of administrative and financial support services.

DISCUSSION/ANALYSIS:

The relationship with the MWPA and the SMFD regarding financial and administrative services continues to strengthen and to support the building of the MWPA’s structural foundation. Below listed are the updates on a number of activities started, underway and completed.

Administrative Support
Since the last report, the following administrative services tasks have been completed:

1. Executive Officer Mark Brown was provided a security FOB and keys to his office space at 28 Liberty Ship Way.
2. Executive Officer Mark Brown was provided access to the SMFD internet.
3. Executive Officer Mark Brown was provided an email account, along with calendar and drive storage.
4. SMFD Administrative Aide Mariya Weinberg has attended all meetings with former Interim Director Jean Bonander and Fire Chief Christian Tubbs, related to meeting planning, agenda packet development, and work associated with Executive Officer Mark Brown.
5. SMFD Administrative Aide Mariya Weinberg has taken on production of the Board of Directors Agenda and Meeting packets.
6. SMFD staff established a contractual agreement with Granicus to automate and streamline production and distribution of the agenda packet and other MWPA documents.

Financial Support

Since the last report, the following financial services tasks have been completed:

1. Received proposals from three auditing firms
2. Initiated payroll setup process with Paychex
3. Initiated the establishment of a payroll bank account with the Bank of Marin
4. Continued administrative and legal research regarding the 401(a) plan

Financial Policies

Staff recognizes the critical nature of adopting financial policies, which have been reviewed and approved by the Board of Directors, as part of sound financial practices. Recognizing that the MWPA is collecting and disbursing taxpayer monies and the need of the Board of Directors to have oversight into the collection and disbursement following adopted policy and procedures, Staff has developed initial draft financial policy and procedures for the Board’s consideration.

Staff also believes that there are additional policies and procedures that will need to be addressed and it will be critical to have an established process for these policies to be proposed, drafted and reviewed prior to the full Board’s adoption.

As reported previously, the MWPA Operations Finance Subcommittee drafted initial financial policies for the MWPA. Currently the following drafts have been generated and are awaiting review by the Executive Officer prior to being examined by the newly formed MWPA Finance Committee. Until these policies are adopted the MWPA, the SMFD Finance Officer/MWPA Treasurer is operating under the SMFD Financial Policies. The following draft policies have been generated:

1. Long-Term Financial Policy
2. Purchasing Policy
3. Credit Card Purchases Policy
4. Accounting, Auditing and Financial Reporting Policy
5. Internal Control Policy
6. Fund Transfer Policy
7. Grant Application and Approval Policy

Next Steps Include:

1. Set up check signers for the pending Bank of Marin Accounts.
2. Set up payroll account.
4. Subject to adoption of Resolution No. 20-08 as part of this staff report, the Treasurer will submit all necessary documentation to the Bank of Marin to establish the relationship.

YTD Budget Report

Attached to this staff report are the current year to date (YTD) MWPA budget and financial reports.

CONCLUSION(S):

Financial System and Reporting

There are multiple procedures that must be completed when initiating a new government entity. These procedures are specified through regulation and best industry practices such as recommended by the Government Finance Officers Association (GFOA). The Finance Manager of the SMFD/Treasurer of MWPA has been systematically working through all these required procedures and steps to ensure full compliance and best industry practice. The MWPA is now fully setup to receive and disburse approved budget items through the County’s designated Fund 8150.

Respectfully submitted,

Christian Tubbs
Chief, Southern Marin Fire District

Attachments: 1. Resolution No. 20-08 Authorizing the Executive Officer to Establish a Banking Relationship with the Bank of Marin
2. MWPA YTD Budget Report
RESOLUTION NO. 20-08

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN WILDFIRE PREVENTION AUTHORITY AUTHORIZING THE EXECUTIVE OFFICER TO ESTABLISH A BANKING RELATIONSHIP WITH THE BANK OF MARIN

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

WHEREAS, the Ordinance reflects the will of the voters by establishing taxing and spending parameters for the MWPA; and

WHEREAS, the Ordinance specifies, “It is the purpose and intent of this ordinance to impose a special parcel tax for fire protection and prevention services, including but not limited to vegetation management; wildfire detection; evacuation plans and alerts; grants; public education; defensible space and fire-resistant structure evaluations; and local-specific wildfire prevention efforts;” and

WHEREAS, the Ordinance provides that revenues raised by the approved tax “are to be used solely to plan, finance, implement, manage, own and operate a multi-jurisdictional agency to prevent and mitigate wildfires in Marin County;” and

WHEREAS, managing the finances and accounting for the MWPA revenues and expenditures necessitate the establishment of a banking relationship; and

WHEREAS, several local governments, including Southern Marin Fire District, which serves as MWPA’s administrative and financial services contractor, utilize Bank of Marin, a local/regional banking institution with offices throughout the service area; and

WHEREAS, the Bank of Marin has agreed to provide banking services with terms and conditions favorable to the MWPA.

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

Section 1. The Board acknowledges the fiduciary necessity of the MWPA establishing a banking relationship to facilitate proper accounting and management of financial transactions for the Authority; and

Section 2. The Board hereby authorizes the Executive Officer to enter into and to execute a banking agreement with the Bank of Marin.
The foregoing Resolution was adopted at the regular meeting of the Marin Wildfire Prevention Authority Board of Directors held on October 15, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
Bruce Goines, Board President

Attest: __________________________
Mark Brown, Executive Officer
Marin Wildfire Prevention Authority  
FY21 Budget Report  

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<thead>
<tr>
<th>Revenue</th>
<th>Jul '20 - Jun 21</th>
<th>Budget</th>
<th>$ Over Budget</th>
<th>% of Budget</th>
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<th>$ Over Budget</th>
<th>% of Budget</th>
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<tr>
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<tr>
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<td>Total Expenditures</td>
<td>438,918</td>
<td>10,835,280</td>
<td>(10,396,362)</td>
<td>4%</td>
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Net Excess/(Deficiency) | (438,918) | 8,490,418 |
# Marin Wildfire Prevention Authority
## Balance Sheet

**Oct 9, 2020**

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<td>Checking/Savings</td>
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<td>Other Current Liabilities</td>
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<td>Total 6250 - FSM Chipper Program</td>
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<td>6350 - FSM Public Education</td>
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<td>6350 - FSM Public Education</td>
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<td>Total 6350 - FSM Public Education</td>
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<td>6450 - Legal Services</td>
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<td>6450 - Legal Services</td>
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<td>Total 6450 - Legal Services</td>
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<td>Total 6650 - Start Up Costs</td>
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### Budget by Month

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<th>Act #</th>
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<th>Actual</th>
<th>Projected</th>
<th>Over/(Under) Budget</th>
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<td>July</td>
<td>August</td>
<td>September</td>
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<td>4000</td>
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<td>$19,325,698</td>
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<td>6000</td>
<td>Defensible Space Program</td>
<td>$3,865,140</td>
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<td>6100</td>
<td>Environmental Compliance/Monitoring</td>
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<td>6150</td>
<td>Evacuation Study</td>
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<td>FSM Chipper Program</td>
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<td>$6,018</td>
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<td>6550</td>
<td>Personnel</td>
<td>$400,000</td>
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**Total Expenditures:** $10,835,280

**Net Revenue/(Deficiency):** $8,490,418

**Projected:**

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<th>Actual</th>
<th>Projected</th>
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<td>May</td>
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</table>

**Total Revenue:** $203,493

**Total Over/(Under):** $(312,355)

Prepared by Alyssa Schiffmann

10/7/2020
### Marin Wildfire Prevention Authority
#### A/P Aging Summary
#### As of October 9, 2020

<table>
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<tr>
<th></th>
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<th>31 - 60</th>
<th>61 - 90</th>
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<td>0.00</td>
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<td>0.00</td>
<td>148,501.84</td>
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<tr>
<td>TOTAL</td>
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<td>0.00</td>
<td>0.00</td>
<td>148,501.84</td>
<td>0.00</td>
<td>148,501.84</td>
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</table>
RECOMMENDATION:

That the Board of Directors approve Resolution No. 20-09, Authorizing the Executive Officer to Execute an Agreement with Badawi & Associates for Independent Audit Services for the FY2020-21, ending June 30, 2021.

BACKGROUND:

The adopted ordinance authorizing the creation of the Marin Wildfire Prevention Authority requires that the agency perform an annual financial audit.

The Southern Marin Fire Protection District Finance Manager, who also serves as MWPA Treasurer as part of her duties in the financial and administrative support agreement with the MWPA, solicited bids from three reputable audit organizations. The three organizations and their bids are:

- RJ Ricciardi $8,950
- Badawi & Associates $10,980
- David Farnsworth, CPA $24,850

All three firms have experience with auditing and financial services oversight with local public agencies. The Treasurer is recommending that the Board engage Badawi & Associates for the MWPA’s FY2020-21 audit due to the breadth of history of work with cities, districts and other types of public agencies, the fair pricing for the services and the detailed information provided in their proposal.

FISCAL IMPACT:

Three audit agencies have submitted bids ranging in price from $8,950 to $24,850. The Treasurer recommends engaging the services of Badawi & Associates at a cost of $10,980, and there are adequate funds in the budget to accommodate the expenditure.

ATTACHMENTS:

1. Engagement Letter – RJ Ricciardi
2. Technical Proposal – Badawi & Associates
3. Professional Audit Services Proposal – David Farnsworth
RESOLUTION NO. 20-09

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN WILDFIRE PREVENTION AUTHORITY AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE AN AGREEMENT WITH BADAWI & ASSOCIATES FOR INDEPENDENT AUDIT SERVICES

WHEREAS, one of the key elements of sound financial practice for a public agency is to provide for independent annual audits of the organization’s financial condition; and

WHEREAS, an independent auditor will provide a management letter and review of the organization’s financial condition and practices, and deliver its report at a regular meeting of the Board of Directors, and to the Board’s Finance Committee and Citizens’ Oversight Committee; and

WHEREAS, through the MWPA’s agreement with Southern Marin Fire Department for administrative and financial services, the MWPA Treasurer has solicited and received three (3) bids for independent auditor services; and

WHEREAS, based on price, experience and availability, the Treasurer has recommended that the MWPA enter into an agreement with Badawi & Associates, an independent audit firm based in Berkeley CA, with extensive experience auditing and providing financial based services to local governments, authorities and districts throughout the San Francisco Bay Area; and

WHEREAS, Badawi & Associates has proposed a fee of $10,980 to conduct the audit of the MWPA for its fiscal year 2020-21, ending June 30, 2021.

NOW THEREFORE, the Board of Directors of the Marin Wildfire Prevention Authority does hereby resolve to authorize the Executive Officer to execute an agreement with Badawi & Associates for independent auditor services for the MWPA’s 2020-21 fiscal year, ending on June 30, 2021 at a cost of $10,980.

The foregoing Resolution was adopted at the regular meeting of the Marin Wildfire Prevention Authority Board of Directors held on October 15, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
Bruce Goines, Board President

Attest: ____________________________
Mark Brown, Executive Officer
Marin Wildfire Prevention Authority

TECHNICAL PROPOSAL

For Professional Auditing Services for Marin Wildfire Prevention Authority
For fiscal year ending June 30, 2021

August 21, 2020

Contact Person:
Ahmed Badawi, CPA
Badawi & Associates
Certified Public Accountants
2855 Telegraph Avenue, Suite 312
Berkeley, CA 94705
Phone: (510) 768-8244
Fax: (510) 768-8249
E-mail: abadawi@b-acpa.com
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
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<tbody>
<tr>
<td><strong>Letter of Transmittal</strong></td>
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<tr>
<td>Independence</td>
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<tr>
<td><strong>Firm Qualifications and Experience</strong></td>
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<td>Insurance</td>
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<td>License to Practice in California</td>
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<td>Firm Qualifications</td>
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<td>Technical Approach</td>
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<td>Firm Experience</td>
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<td>Additional Activities</td>
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<td>Client Training Seminar</td>
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<td>CSMFO Training</td>
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<td>Quality Control Review</td>
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<td>Federal or State Desk Reviews</td>
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<td>Disciplinary Action</td>
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<td>Litigations</td>
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<td><strong>Partner, Supervisory, and Staff Qualifications and Experiences</strong></td>
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<td><strong>Similar Engagements with Other Governmental Entities</strong></td>
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<tr>
<td><strong>Understanding of Services to be Provided</strong></td>
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<td><strong>Specific Audit Approach</strong></td>
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<td>Objectives of Our Services</td>
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<td>Audit Approach</td>
<td>21</td>
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<tr>
<td>Technical Approach</td>
<td>22</td>
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<tr>
<td>Audit Schedule</td>
<td>25</td>
</tr>
<tr>
<td><strong>Discussion of Relevant Accounting Issues</strong></td>
<td>27</td>
</tr>
<tr>
<td><strong>Comprehensive Cost Bid</strong></td>
<td>28</td>
</tr>
<tr>
<td><strong>Conclusion</strong></td>
<td>29</td>
</tr>
<tr>
<td><strong>Appendix A</strong></td>
<td>30</td>
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<tr>
<td>References</td>
<td>30</td>
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</tbody>
</table>
August 21, 2020

Ms. Alyssa Schiffmann
Finance Manager, Southern Marin Fire Protection District
Marin Wildfire Prevention Authority
2 Civic Center Drive, #4248
San Rafael, CA 94913

Dear Ms. Schiffmann:

Badawi & Associates (B&A), Certified Public Accountants (the "Firm") is pleased to have the opportunity to respond to your request for a proposal to provide external audit services and to submit its qualifications to perform an independent audit of the financial statements of the Marin Wildfire Prevention Authority (the "Authority") for the fiscal year ending June 30, 2021. The objective of our audit is to issue an opinion regarding the fairness of presentation of the financial position of the Authority in accordance with generally accepted accounting principles. This audit is to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office’s (GAO) Government Auditing Standards, with the Minimum Audit Requirements and Reporting Guidelines for California Special Districts as required by the State Controller’s Office and with Generally Accepted Auditing Standards (GAAS), as well as any other applicable federal, state, local or programmatic audit requirements.

We will also perform the following:
- Single Audit (if required)
- State Controller’s Report

We will also apply limited audit procedures to Management’s Discussion and Analysis (MD&A) and required supplementary information, if any. In addition, we will prepare the management letter containing comments and recommendations regarding our review and evaluation of the systems of internal control and accounting procedures.

This proposal will highlight the background of the partners and staff assigned to the engagement, summarize our experience in the governmental area, and describe our approach to auditing the Authority.

This proposal demonstrates our ability to render the quality examination and to perform the necessary accounting and auditing services requested by the Authority on a timely basis.

As a partner of the Firm, I will be the primary contact for negotiation of the contract. Additionally, I have been authorized to legally bind the Firm. You may contact me at the following address and phone number:

Mr. Ahmed Badawi, CPA
Badawi & Associates
Certified Public Accountants
2855 Telegraph Avenue, Suite 312
Berkeley, CA 94705
Telephone: (510)768-8244
E-mail: abadawi@b-acpa.com
We are committed to performing the required work, completing the audit, and issuing the necessary auditors’ reports.

We believe we are the best qualified to perform the audit because our audit staff includes individuals well versed in municipal auditing and reporting requirements. We have performed auditing and consulting engagements for numerous cities throughout California. We will be responsive to the needs of the Authority, we understand the Authority’s operational environment, and pledge to you our complete commitment to providing a quality product that meets the Authority’s requirements.

The approach to the audit has been designed to meet the audit requirements of the various Authority’s with the least disruption to the Authority’s office operations. The foundation of the audit approach is based on communication coupled with a strong knowledge of Authority operations and detailed planning at the initial stages of the audit. Open communication lines with all parties of the Engagement Team and Authority Management and staff throughout the engagement eliminate “surprises”. Initial planning and proper assignment of duties to experienced personnel provide for an effective and efficient audit process. Consequently, inefficiencies and disruptions are kept to a minimum. In addition, we perform almost half of the audit tasks during the interim phase to minimize any unforeseen delays during the year-end phase and to ensure a smooth and timely audit process.

The Firm maintains liability insurance coverage for professional liability, Workers’ Compensation, Comprehensive General Liability and Auto as part of our comprehensive insurance policy.

The Firm is an Equal Opportunity employer and complies with all Federal and State hiring requirements. The Firm also supports Affirmative Action philosophies and works hard to provide disadvantaged groups with opportunities for self enhancement.

This proposal is a firm and irrevocable offer for 180 days.

We are confident that you will find our organization offers the required expertise, technical knowledge, and business understanding to perform an audit of the Authority. Our past experience provides us with a thorough understanding of the needs and requirements of the Authority, as well as the technical knowledge to perform such services in accordance with the accounting and auditing guidelines as published by the various authoritative entities.

We welcome your inquiries and look forward to further discussions with you.

Sincerely,

Ahmed Badawi
Partner
Badawi & Associates
Certified Public Accountants
Independence

The Firm is independent of the Marin Wildfire Prevention Authority as defined by the GAO’s Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and the AICPA and California State Society of Certified Public Accountants as promulgated in various auditing and professional standards.

Insurance

The Firm maintains professional liability insurance and other coverage as part of our comprehensive insurance policy. Upon selection as Authority’s independent auditor, the Firm and our insurance provider will provide a certificate of insurance to Authority which shows the minimum requirements identified by Authority have been met.

License to Practice in California

The Firm and all key professional staff assigned to Authority’s audit are properly licensed to practice as Certified Public Accountants in the State of California and comply with GAO Government Auditing Standards.

The Firm is registered with the California State Board of Accountancy. Its State number is COR6823.

The Firm has met all required State and local laws, rules, and regulations.

Firm Qualifications

Badawi & Associates was founded by Mr. Ahmed Badawi. Mr. Badawi has over 20 years of experience working with state and local government. Prior to founding B&A, Mr. Badawi was a partner with several local and national firms, where he headed their government practice in Northern California. Mr. Badawi founded Badawi & Associates to serve the fast-paced needs of California's local governments. The goal is to build a proactive, client-focused culture from the ground up and to eliminate the entrenched bureaucratic culture and intrinsic limitations of the big audit firms.

Located in Berkeley, CA, the Firm serves a variety of cities throughout California as well as conducting financial related services for numerous special districts and authorities. The Firm staff level fluctuates throughout the year, the firm has up to 12 professional staff, a quality control reviewer, and an I.T. specialist during the busy season. Names and phone numbers of several of our current and past clients and other references are provided for your inquiries. We encourage you to contact these individuals to obtain information on the quality of the audit and the ability of the audit staff.

Our Berkeley office will be the Engagement Office assigned to the Authority.

In addition to specific district financial statements, the Firm members have also audited numerous redevelopment agencies, public financing authorities, hospitals, housing authorities, transportation authorities, special districts, water districts, OCJP grants, self-insurance pools, joint power authorities and has also performed numerous compliance audits in accordance with the Single Audit Act, childcare regulations, TOT regulations, AQMD regulations, franchise requirements, RDA compliance, and other special projects. Additionally, the Firm has significant experience in bond offerings, post closure landfill costs, and recent changes to redevelopment Authority reporting requirements.

The Engagement Partner assigned to the Authority is Mr. Ahmed Badawi. Mr. Badawi has over 20 years of government audit and accounting experience. He is a member of various governmental committees, has actively participated in the development of accounting and audit guidelines for the governmental sector, and is an instructor for the California Society of Municipal Finance Officers.
The professional staffs assigned to the Engagement are qualified and experienced. Each individual of the Engagement Team has several years of experience and has conducted or participated in numerous municipal audits of various sizes. Their understanding of governmental operations and the various authoritative guidelines will provide the where-with-all to perform the audit in an efficient and effective manner with minimal disruption to the Authority’s finance department.

**Technical Approach**

The approach to the audit has been designed to meet the audit requirements of the various authorities with the least disruption to the Authority’s operations. The foundation of the audit approach is based on communication coupled with a strong knowledge of Authority operations and detailed planning at the initial stages of the audit. Open communication lines with all parties of the Engagement Team and Authority Management and staff throughout the engagement eliminate “surprises”. Initial planning and proper assignment of duties to experienced personnel provide for an effective and efficient audit process. Consequently, inefficiencies, disruptions, and lack of understanding are kept to a minimum.

The audit approach will consist of four phases:

1. **Initial Planning Meeting:**
   - The Engagement Partner and Manager will meet with Authority Management to discuss the audit approach, identify specific needs of Authority Management, and familiarize themselves with Authority policies and practices.

2. **Interim:**
   - The Engagement Team members including the Engagement Team Partner will perform the internal control reviews, test transactions, and identify potential audit issues that need to be addressed, perform limited confirmation procedures, and develop a clear understanding between the Engagement Team and Authority Management of the year-end audit responsibilities and assignments. **In addition, we strive to complete many of the year-end audit tasks during the interim phase to ensure a smoother audit process. We will work with the Authority on providing a list of those tasks that we will target to complete during interim and work with the Authority on how to complete them to minimize the amount of effort and time needed at year-end which in turn will assist the Authority in meeting its goal of issuing the report by the desired deadline.**

3. **Year end:**
   - The Engagement Team members including the Engagement Team Partner will conduct validation procedures on general ledger account balances, complete confirmation procedures, perform analytical procedures on revenue and expenditures, perform search for unrecorded liabilities, complete compliance work on Federal Assistance, and wrap up audit field work.

4. **Reporting:**
   - Auditor’s reports for all Authority reporting entities and compliance requirements will be finalized along with the Management Letter comments. The Partner and Manager will be available to make presentations to the Board and/or designated bodies.

**Firm Experience**

The Firm is located in Berkeley, and provides a full range of accounting services to governmental agencies throughout California, including audit, tax and accounting. The Firm’s professional staff members provide the financial background and specific experience to meet the Authority’s operational needs. Additionally, this situation provides the Authority with an auditing firm that has depth in capabilities to address any financial issue the Authority may need assistance with, and the quality audit approach that you expect.

Our Berkeley office will be the Engagement Office assigned to the Authority.
Firm policy requires that the Engagement Partner, during the first year of the engagement, be actively involved in the daily fieldwork. This means to the Authority that Mr. Badawi will actually be on-site during the audit coordinating the audit process, supervising the audit staff, gaining a hands-on understanding of Authority processes, and benefiting the Authority with his broad municipal experience. We have found that this effort benefits the Authority and the Firm through developing a thorough knowledge of the Authority’s practices and issues and establishing a close working relationship with the Authority’s Management. Additionally, continuity of audit personnel is assured because of the hands on involvement of the Partner.

We are committed to providing appropriate and related experience, personal involvement, and a broad business perspective to produce a quality end product within the time frames required.

The Firm provides financial and compliance auditing services to governmental agencies throughout California. We are a governmental agency auditing firm and our professional staff members have been performing these services for many years. As a result, we have performed financial and compliance audits on most, if not all, types of governmental agencies and operations including:

- Cities
- Redevelopment Agencies
- Financing Authorities
- Housing Authorities
- Special Districts
- Water Districts
- Waste Management Authorities and Operations
- Pension Plans
- Child Care Operations
- Joint Power Authorities
- Investment Activities
- Landfills
- Enterprise Funds
- Airports
- Transportation Operations
- Federal and State Grants

**Additional Activities**

We offer a full range of accounting and finance services to the governmental sector. These services include:

- Financial audits
- Compliance audits
- Tax advice
- Development of financial and accounting policies and procedures
- Investment review and compliance evaluation
- Operational reviews
- Technical guidance on existing and upcoming accounting issues
- Training seminars
- Pension/profit-sharing plans
- Performance audits
- Business consulting

Consequently, Firm personnel are well qualified to perform the services expected by the Authority.
**Client Training Seminar**

The Firm hosts an annual update on recent technical accounting and finance issues affecting the governmental area. This all day session reviews new and anticipated pronouncements from GASB, discusses future issues under consideration by GASB, reviews accounting treatment of various transactions where issues may arise, and provides a general overview of state and federal compliance issues. All of our clients are invited to attend, free of charge. The one day session qualifies for CPE under the rules of the State Board of Accountancy and is held in locations throughout the Bay Area.

**CSMFO Training**

The Firm provides a one-day training session entitled “Introduction to Governmental Accounting” to members of CSMFO. Firm personnel developed the class materials and teach the sessions. Approximately 10 sessions are held annually at various locations throughout the State. The Firm provides these sessions for only the cost of materials to CSMFO in keeping with its philosophy to support the industry in which it serves.

**Quality Control Review**

According to Government Auditing Standards, firms who perform audits under the Yellow Book are required to have a peer review once every three years. We received a report with a rating of pass with no deficiencies which we attached for your review.
Badawi & Associates
Oakland, California;
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Badawi & Associates (the firm) in effect for the year ended February 28, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm’s Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer’s Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.
Peer Review Report
Page 2 of 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Badawi & Associates in effect for the year ended February 28, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Badawi & Associates has received a peer review rating of pass.

GYL LLP

Ontario, California
May 31, 2019
B&A has policies and procedures to ensure it hires only qualified people, that it properly supervises them and provides professional training, that it advances them to responsibilities they are capable of handling, and that it provides them with necessary technical resources. All members of B&A are very familiar with the stringent quality control standards established by the AICPA.

The Firm is a member of the AICPA Government Audit Quality Center.
The Firm is a member of the AICPA Private Companies Practice Section.

Federal or State Desk Reviews

The Firm has had no negative federal or state reviews in the past three (3) years.

Disciplinary Action

There has not been any state or federal disciplinary actions taken or pending against the Firm nor any findings to report.

Litigations

The Firm has not experienced any lawsuits or legal actions that have been resolved or are currently pending in the prior five years.
The Engagement Team will normally consist of five individuals who provide a broad business perspective and significant experience in governmental auditing. This team will provide access to a wide range of technical capabilities which will provide the Authority with not only the technical support necessary to perform the audit, but also the broad business background to interpret findings and observations to offer effective solutions to issues, and the personal involvement of the Engagement and Compliance Partners of the Firm.

The Engagement Team will be led by Ahmed Badawi, CPA. Mr. Badawi’s background includes over twenty years of municipal auditing experience. He is the instructor of the CSMFO “Introduction to Governmental Accounting” training classes. Mr. Badawi is a member of the Government Accounting and Auditing Committee of the California Society of Certified Public Accountants. He has participated in the audits of numerous city, county and special district governments, as well as non-profit entities. His diversified background offers the technical qualities required of the governmental and non-profit areas and the necessary wherewithal to properly evaluate the entire accounting process, develop opportunities to improve the accounting process, and to offer practical business recommendations.

The second member of the Engagement Team is Mitesh Desai, CPA. Mr. Desai’s background includes thirteen years of experience in municipal auditing. Mr. Desai has participated in the audits of numerous governmental agencies, assisted in their efforts to publish their CAFRs in compliance with GASB 34, and a volunteer member of the GFOA Special Review Committee. Mr. Desai has also achieved the Advanced Single Audit Certificate offered by the AICPA. He will serve as the Audit Manager.

The third member of the Engagement Team is Saleh Yassin, CPA. Mr. Yassin’s background includes nine years of accounting and auditing experience. He has participated in the audits of numerous governmental entities and assisted in their efforts to publish their financial statements in compliance with various regulations, and is a volunteer member of the GFOA Special Review Committee. Mr. Yassin will be the Audit Senior of this engagement.
Each member of the Engagement Team participates in continuing education programs offered by the AICPA and California State Society of Certified Public Accountants, and each has met the continuing education requirements for municipalities. In addition, the firm offers at least 60 hours of in-house CPE annually focused mainly on municipal audits.

**Professional Development:**

The Firm maintains a comprehensive training program targeted at appropriate professional staff levels. It utilizes in-house developed educational programs, AICPA and California CPA Foundation educational programs, and on-the-job training.

The Firm’s annual training schedule which officially begins in April for all professional staff and administrative staff includes comprehensive in-house training sessions on such topics as:

- Review of principles of accounting and financial reporting for state and local governments
- Review of governmental fund types and account groups
- Review of newly issued generally accepted auditing standards and GAO auditing standards
- Review of Internal Control evaluation approaches including COSO principles
- Updates on recent governmental accounting and reporting guidelines
- Review of Single Audit requirements and approaches
- Review of financial audit approaches
- Overview of audit and internal control work paper techniques
- Review of GASB reporting requirements
- Review of current issues facing the governmental community

During the year, professional staff members are sent to various educational sessions sponsored by the AICPA and California State Society of CPAs, as considered appropriate for the level and need of the individual. These classes include, among others:

- Governmental Financial Reporting Standards and Practices
- Yellow Book: Government Auditing Standards
- Financial Accounting Standards: Comprehensive Review
- Single Audit
- Governmental Auditing & Accounting Update
- Governmental Accounting Principles
- Comprehensive Review of Generally Accepted Auditing Standards

The result of the Firm’s training program is the production of a highly educated and competent municipal audit group capable of performing an efficient and effective audit for the Authority.

The Team members will continue their professional development efforts.
Staff Retention and Continuity:

The Firm's policy on providing service to our clients includes a commitment to maintaining continuity of audit personnel. We cannot guarantee that our staff will remain with the Firm. However, to encourage our staff to remain with us, we pay competitive wage rates; offer promotional opportunities; provide state-of-the-art equipment and excellent working conditions; and offer various benefits, such as retirement plans, medical plans, profit sharing programs, educational benefits, and other such benefits. Additionally, we will guarantee that any staff member assigned to this engagement will return to the Authority in subsequent years if he or she is still with the Firm. We can also guarantee that the partner will be involved in future years. Continuity of audit staff is of prime concern to us and because of the hands-on involvement of the partner; we can assure you that future years’ audits will be conducted in an efficient and effective manner with qualified and experienced professionals.

The Firm is an Equal Opportunity employer and complies with all Federal and State hiring requirements. The Firm also supports Affirmative Action philosophies and works hard to provide disadvantaged groups with opportunities for self enhancement.

Resumes of each member of the Engagement Team follow.
Ahmed Badawi, Certified Public Accountant – Engagement Partner

Length of Career
- Twenty years’ experience in municipal auditing and accounting
- Certified Public Accountant for the State of California

Professional Experience
- Partial listing of clients served:

<table>
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<tr>
<th>Services Provided</th>
<th>Financial Audit</th>
<th>Single Audit</th>
<th>RDA Audit</th>
<th>PFA Audit</th>
<th>Enterprise Fund</th>
<th>Other</th>
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</table>

Special Districts and Other:
- Southern Marin Fire Protection District X
- Alameda County Water District X X X
- Aptos/La Selva Fire Protection District X
- Castro Valley Sanitary District X X
- Central County Fire District X
- Coastside Fire Protection District X X
- Cosumnes Community Services District X X
- East Bay Regional Park District X X
- Elk Grove Water District X X
- Marin Municipal Water District X X
- Metropolitan Transportation Commission X
- Sanitary District No. 5 X
- South Bayside System Authority X X
- Stanislaus County Childcare X
- West County Wastewater District X X

Cities:
- Albany X X X X
- Antioch X X X X
- Berkeley X X X X X
- Burlingame X X
- Dublin X X
- Fremont X X X
- Pleasanton X X
- Richmond X X X X X X
- San Bruno X X X X
- San Leandro X X X
- Turlock X X X X X X
- Union City X X X
- Walnut Creek X X X

Counties:
- Santa Cruz County X X X X X
- Contra Costa County X X X X X

- Has performed numerous financial audits, Single Audits, Transportation Development Act audits, housing audits, electrical utility audits, RDA audits, PFA audits, and Trust Fund audits, and has prepared numerous CAFRs

Education
- BS Degree in Accounting from the University of Alexandria, Egypt

Professional Activities
- Instructor, CSMFO’s “Introduction to Governmental Accounting” training class
- Member, CALCPA Government Accounting and Auditing Committee
- Member, American Institute of Certified Public Accountants
- Member, California Society of Certified Public Accountants
- Member, Government Finance Officers Association
- Member, California Society of Municipal Finance Officers

Continuing Education
- Has met the current CPE educational requirements to perform audits on governmental agencies
Mitesh Desai, Certified Public Accountant – Professional Audit Manager

Length of Career
- Thirteen years’ experience in municipal auditing
- Certified Public Accountant for the State of California

Professional Experience
- Has participated in several financial audits, Single Audits, RDA audits, PFA audits, Transportation Development Act audits, and housing audits

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<th>Services Provided</th>
<th>Financial Audit</th>
<th>Single Audit</th>
<th>RDA Audit</th>
<th>PFA Audit</th>
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</table>

Education
- BS Degree in Business Economics with an emphasis in Accounting from University of California, Santa Barbara

Professional Activities
- Member, American Institute of Certified Public Accountants
- Member, California Society of Certified Public Accountants
- Volunteer Member, GFOA Special Review Committee

Continuing Education
- Various municipal accounting courses offered by the California Society of CPAs and local universities including:
  - Governmental Financial Reporting Standards and Practices
  - Yellow Book: Government Auditing Standards
  - Municipal Accounting
  - Single Audit
- Has met the current CPE educational requirements to perform audits on governmental agencies
Saleh Yassin, Certified Public Accountant – Professional Audit Senior

Length of Career
- Nine years of experience in auditing
- Certified Public Accountant for the State of California

Professional Experience
- Has participated in several financial audits, Single Audits, RDA audits, PFA audits, Transportation Development audits, and housing audits

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Education
- BA Degree in Accounting from University of Asmara, Eritrea

Professional Activities
- Member, American Institute of Certified Public Accountants
- Member of the Association of Chartered Certified Accountants
- Volunteer Member, GFOA Special Review Committee

Continuing Education
- Various municipal accounting courses offered by the California Society of CPAs and local universities including:
  - Governmental Financial Reporting Standards and Practices
  - Yellow Book: Government Auditing Standards
  - Municipal Accounting
  - Single Audit
- Has met the current CPE educational requirements to perform audits on governmental agencies
The table below lists all special district engagements (in order of audit hours):

<table>
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<tr>
<th>Special District</th>
<th>Client Since</th>
<th>Hours</th>
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<tr>
<td>Florin Resource Conservation District/Elk Grove Water District</td>
<td>2015</td>
<td>350</td>
<td>Mr. Patrick Lee Desai</td>
<td>Finance Manager / Treasurer (916)685-3556 <a href="mailto:plee@egwd.org">plee@egwd.org</a></td>
<td>Yes</td>
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<tr>
<td>Hayward Area Recreation and Park District</td>
<td>2017</td>
<td>350</td>
<td>Paul McCreary Badawi</td>
<td>General Manager (510) 881-6710 <a href="mailto:mccp@haywardrec.org">mccp@haywardrec.org</a></td>
<td>No</td>
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<tr>
<td>Cosumnes Community Services District</td>
<td>2008</td>
<td>350</td>
<td>Mr. Jeremy Edwards Badawi</td>
<td>Finance Manager (916)405-7187 <a href="mailto:jeremyedwards@yourcsd.com">jeremyedwards@yourcsd.com</a></td>
<td>Yes</td>
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<tr>
<td>Monterey Bay Unified Air Pollution Control District</td>
<td>2016</td>
<td>200</td>
<td>Ms. Rosa Rosales Desai</td>
<td>Administrative Services Manager (831)-718-8019 <a href="mailto:rosales@mbard.org">rosales@mbard.org</a></td>
<td>No</td>
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<td>Aptos La Selva Fire District</td>
<td>2016</td>
<td>150</td>
<td>Ms. Nancy Dannhauser Desai</td>
<td>Finance Director 6934 Soquel Drive, Aptos, CA (831)-685-6690</td>
<td>No</td>
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<tr>
<td>Central County Fire Department</td>
<td>2012</td>
<td>150</td>
<td>Ms. Jan Cooke Badawi</td>
<td>Finance Director (650)375-7408 <a href="mailto:jcooke@hillsborough.net">jcooke@hillsborough.net</a></td>
<td>Yes</td>
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<tr>
<td>Zayante Fire Protection district</td>
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<td>John Stipes Badawi</td>
<td>Fire Chief (831)335-5100 <a href="mailto:chief2401@cwncast.net">chief2401@cwncast.net</a></td>
<td>No</td>
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<td>Santa Cruz Regional 9 - 1 - 1</td>
<td>2016</td>
<td>150</td>
<td>Tina Bisgaard Desai</td>
<td>Senior Administrative Assistant (831)471-1018 <a href="mailto:tina@scr911.org">tina@scr911.org</a></td>
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<td>Resource Conservation District of santa Cruz County</td>
<td>2017</td>
<td>150</td>
<td>Ms. Sharon Corkrean Desai</td>
<td>Director of Finance <a href="mailto:scrorkrean@rcdsantacruz.org">scrorkrean@rcdsantacruz.org</a></td>
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<tr>
<td>Port of San Luis Harbor District</td>
<td>2017</td>
<td>150</td>
<td>Ms. Kristen Stout Badawi</td>
<td>Business Manager (805)595-5413 <a href="mailto:kristens@portsanluis.com">kristens@portsanluis.com</a></td>
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<td>Central Fire Protection District of Santa Cruz County</td>
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<td>Mrs. Nancy Dannhauser Desai</td>
<td>Finance Director (831)479-6842 <a href="mailto:nancyd@centralfpd.com">nancyd@centralfpd.com</a></td>
<td>No</td>
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The table on the following page lists City engagements that encompassed issuing a Comprehensive Annual Financial Report (resulting in a GFOA award), audit of enterprise activities, or encompassed performance of a Single Audit.
<table>
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<th>City</th>
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<th>Engagement Partner</th>
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* Indicates cities with population over 50,000
** Indicates cities with governmental revenues over 100 million and population over 50,000
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<th>City</th>
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<th>Hours</th>
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<th>Enterprise Funds</th>
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</table>
| Azusa       | 2017         | 450   | Ahmed Badawi      | Ms. Talika Johnson Administrative Services Director  
(626) 812-5202  
tjohnson@AzusaCa.Gov                                                          | X    | X          | X                                  | X            | X               | X         | X         | X         |
| ** Dublin    | 2018         | 440   | Ahmed Badawi      | Ms. Lisa Hisatomi Director of Finance & Admin. Services  
(925)833-6640  
Lisa.Hisatomi@dublin.ca.gov                                               | X    | X          |                                               | X            |                               |           |           |
| Pinole       | 2018         | 420   | Ahmed Badawi      | Ms. Genie Rocha Interim Finance Director  
(510)724-9823  
IFinDirect@ci.pinole.ca.us                                             | X    | X          |                                               | X            |                               |           |           |
| Millbrae     | 2015         | 400   | Ahmed Badawi      | Ms. DeAnna Hilbrants Finance Director  
(650)259-2350  
dhilbrants@ci.millbrae.ca.us                                          | X    | X          | X                                  | X            |                               | X         |           |
| Larkspur     | 2019         | 382   | Ahmed Badawi      | Ms. Cathy Orme Administrative Services Director  
(415) 927-5019  
finance@cityoflarkspur.org                                        | X    | X          |                                               | X            |                               | X         |           |
| * Merced     | 2016         | 360   | Ahmed Badawi      | Ms. Venus Rodriguez Finance Director  
rodriguezv@cityofmerced.org                                         | X    | X          | X                                  | X            |                               | X         |           |
| Calimesa     | 2013         | 350   | Ahmed Badawi      | Ms. Bonnie Johnson Finance Director  
(805)356-8801 ext 231  
bjohnson@cityofcalimesa.net                                     | X    |                                               |                               | X            |                               |           |           |
| Lindsay      | 2017         | 350   | Ahmed Badawi      | Ms. Juana Espinoza Finance and Accounting Manager  
(559)662-7102 ext. 8025  
espinoza@lindsay.ca.us                                             | X    | X          | X                                  | X            |                               |           |           |
| Los Gatos    | 2017         | 340   | Ahmed Badawi      | Mr. Stephen Conway Finance and Admin. Services Director  
(408)354-6528  
sconway@losgatosca.gov                                            | X    | X          |                                               | X            |                               |           |           |
| Solvang      | 2019         | 308   | Ahmed Badawi      | Ms. Xenia Bradford City Manager  
(805) 688-5575  
xeniab@cityofsolvang.com                                         | X    | X          | X                                  | X            |                               |           |           |
| Crescent City| 2014         | 300   | Mitesh Desai      | Ms. Linda Leaver Finance Director  
(707)464-7483 x224  
illeaver@crescentcity.org                                         | X    | X          | X                                  | X            |                               | X         |           |
| Guadalupe    | 2017         | 300   | Ahmed Badawi      | Mrs. Carolyn Cooper Finance Director  
(805)386-3896  
ccooper@ci.guadalupe.ca.us                                         | X    | X          | X                                  | X            |                               | X         |           |
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<td>Waterford</td>
<td>2018</td>
<td>300</td>
<td>Ahmed Badawi</td>
<td>Mrs. Tina Envia Finance Manager</td>
<td>(209)874-2328 Ext: 104</td>
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<td>Oakdale</td>
<td>2016</td>
<td>290</td>
<td>Ahmed Badawi</td>
<td>Mr. Albert Avila Finance Director</td>
<td>(209)845-3584</td>
<td>X</td>
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<td>Sebastopol</td>
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<td>240</td>
<td>Mitesh Desai</td>
<td>Mrs. Ana Kwong Finance Director</td>
<td>(707)824-4879</td>
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<td>Scotts Valley</td>
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<td>200</td>
<td>Ahmed Badawi</td>
<td>Mr. Tina Friend City Manager</td>
<td>(831) 440-5600</td>
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Understanding of Services to be Provided

The Authority desires an audit of the financial records for the Authority and an expression of an opinion in accordance with generally accepted accounting principles on the fairness of presentation of financial statements for the fiscal year ending June 30, 2021.

The Firm will:

- Express an opinion on the fair presentation of its basic financial statement in conformity with generally accepted accounting principles in the United States of America.
- Express an opinion on the fair presentation of any supplementary information in conformity with generally accepted accounting principles. The Firm will provide an “in-relation-to” report on the supporting schedules contained in the comprehensive annual financial report based on the auditing procedures applied during the audit of the basic financial statements and schedules.
- Express an opinion on the fair presentation of the schedule of expenditures of federal awards in relation to the basic financial statements.
- Perform limited procedures on supplementary information required by the Government Accounting Standards Board.
- Issue the following reports, following the completion of the audit of the fiscal year’s financial statements:
  - Independent Auditor’s Report on Compliance for Each Major Program and on Internal Control over Compliance required by the Uniform Guidance.
  - Schedule of findings and questioned costs
  - Auditor’s Communication with Those Charged with Governance
  - State Controller Report
- Provide special assistance to the Authority as needed.
- Retain all working papers and reports at the audit firm’s expense for a minimum of 7 years. In addition, make working papers available to the Authority and/or any government agency as appropriate.

Should any conditions be discovered requiring corrective action, the Firm will provide a detailed description of the findings and recommended actions as to their resolution.

The Firm will submit a report to the Authority’s Board and management detailing auditor’s responsibility under generally accepted auditing standards, significant accounting policies, management judgments and accounting statements, significant audit adjustments, other information in documents containing audited financial statements, disagreements with management, management consultations with other accountants, major issues discussed with management prior to retention, difficulties encountered during the audit, and any significant deficiencies or material weaknesses found during the audit. Non-material instances of noncompliance will be reported in a separate management letter, if appropriate, along with any other observations or recommendations determined to be informative to Authority Management.

The Firm will be available to provide advice and counsel regarding significant matters during the year.

The Firm’s Partner and Staff welcome the opportunity to make presentations to the Board and will be ready to respond to questions from the Board and any other interested parties.
Objectives of Our Services

The basic objective of our audit of the Authority is to conduct an examination of the financial statements in accordance with generally accepted auditing standards and to express our opinion on the fairness of presentation of such financial statements in conformity with generally accepted accounting principles.

Additionally, we believe that another real value of our audit lies in meeting other objectives at no additional cost. The following are other objectives of our services that have important benefits to the Authority:

- To offer substantive observations and recommendations relating to accounting and operating control policies and procedures.
- To identify opportunities for operating efficiencies and isolate candidate activities for cost reduction opportunities.
- To perform a professional audit in an efficient and effective way to minimize disruption to the office operations.
- To offer ongoing advisory services to assist in the running of the operation and implementation of improved operating procedures.

The engagement will be conducted within the framework of the Firm's quality control program which includes the use of audit programs, careful planning, use of computerized audit software and internal control evaluation and documentation software, and objective review procedures. On-site staff will use Firm supplied portable computers and printers.

Audit Approach

The specific audit approach has been designed to efficiently and effectively address the audit requirements of the Authority, to perform the audit of the Authority’s financial records in a timely manner with minimal disruptions to office operations, and to meet the Authority’s timeline.

The audit will be conducted in accordance with:

1) Generally accepted auditing standards established by the AICPA.
2) Requirements issued by the California State Controller’s office.
3) Other requirements as required.

We will conduct the necessary audit steps to perform:

- Planning of the engagement.
- Evaluation of the existing internal control environment to determine degree of risk of material misstatement.
- Determination of degree of compliance with laws, regulations, grant provisions, and Authority approved policies.
- Assessment of potential fraudulent issues.
- Validation of account balances.
- Verification of reasonableness of management estimates.
**Technical Approach**

We use an industry specific audit approach tailored to governmental entities. Our governmental audit approach addresses the special risks and circumstances of local governments. As a result, the audit is conducted efficiently and effectively with minimal disruption to your staff.

The core of our governmental technical audit approach can be summarized as follows:

1. **Planning, Understanding and Communication:**
   
   Based on our previous audit experience, using the budget, organizational charts, manuals and other financial information systems and our knowledge of how governments work, we will obtain an insight to the specific concerns and sensitivities of the Authority. Our understanding is updated continuously through our year-round contact and communication efforts. We will agree on common audit objectives and expectations with management before audit work begins and, throughout the audit, will meet regularly with management to discuss audit issues and to gather feedback.

2. **In-Depth Review of Systems and Controls:**
   
   We have developed diagnostic reviews which enable us to evaluate your systems and controls, and to provide management with constructive feedback. Combined with our knowledge of the Authority and understanding and experience with the Authority’s accounting software, our control review will form the basis of our audit risk assessment. We will utilize the COSO approach in our evaluation of the Authority’s internal processes to identify potential control deficiencies. In future years, we will update our understanding through similar procedures.

3. **Risk-Based Customized Testing Program:**
   
   Our audit approach is tailored to governmental applications. We will use audit programs specifically designed to address the operational environment of governmental entities. Our approach will identify potential control risks and the opportunities for risk of material misstatements and fraud. We will evaluate the various risk assessments and identify the potential risks relating to the:
   
   - Balance Sheets / Statement of Net Position
   - Statement of Revenues and Expenditures / Statement of Activities
   - Presentation
   - Disclosure

   Our audit procedures will then be developed to address these risk areas.

4. **Expanded Interim Fieldwork:**
   
   Timeliness and audit efficiency is enhanced by performing extensive interim work. Partners, managers and senior staff work with Authority staff to identify and resolve potential audit issues early. Accordingly, the amount of audit work to perform at year end is minimized. Because our audit staff is familiar with the operations before year-end fieldwork begins, disruption of accounting staff is minimized.

5. **Smooth Transition:**
   
   Our testing program focuses on audit risks identified by our understanding of the Authority’s operations. We will work with the accounting staff to identify the most effective ways to address our objectives. Communication between the members of the audit engagement team and Authority staff will be fluid and continuous.

6. **Sample Size and Sampling Techniques:**
   
   Our audit approach will include sampling activities. Population size and the level of assurance to be derived from a particular test will dictate the sample size. We use sampling in our audit approach to compliment skilled judgment and knowledge of the particular situation. Our sample size will range normally from 25 to 60 items.
7. **Automated Systems:**
   We will evaluate controls over the IT functions to assess control risk. We intend to test controls for purposes of reliance. Our review procedures will evaluate controls over:
   - Security Management
   - Logical and Physical Access
   - Configuration Management
   - Segregation of Duties
   - Contingency Planning
   
   In addition, we will review controls over:
   - Input, processing, output, master data
   - Application interface
   - Data management system interface

8. **Analytical Procedures:**
   We use analytical procedures in several aspects of our audit. Extensive knowledge and industry background are required for effective analytics, and our staff possesses the appropriate experience and knowledge for the Authority to benefit from these procedures.

9. **Approach to be Taken in Determining Laws and Regulations Subject to Audit Test Work:**
   We continuously refer to specific regulations, compliance supplements, state guidelines and contracts currently in force. We perform the procedures required related to laws and regulations, using inquiries, observations and sampling techniques. Some of the laws and regulations that we believe may be applicable to the Authority including the California Government Code, provisions of applicable Grant guidelines, requirements of local measures, etc.

10. **Report Format:**
    We will meet with Authority Management to review report formats. Any report format changes will be made in conjunction with approval from the Authority’s management.

11. **Work Plans:**
    The detailed work plans will be designed to efficiently and effectively address the audit requirements of the Authority in accordance with generally accepted auditing standards, to perform the audit of the Authority’s financial records in a timely manner with minimal disruptions to office operations, and to meet the Authority’s timeline.

12. **Adjusting Journal Entries:**
    We will discuss and explain proposed audit adjusting entries with the Authority’s designated Finance Department personnel prior to recording. Audit adjusting entries will be provided in a format showing the lowest level of posting detail needed for data entry on the Authority’s general ledger system.

13. **Listing of Schedules and Tables (anticipated to be prepared by the Authority):**
    Based on preliminary inquiries made with management and Authority staff and review of documents, we will tailor a list of schedules, tables, and other reconciliations required for the audit. We will take into account as much as possible reconciliations already prepared by the Authority for day to day operations and reporting, as well as any reports that are system generated to limit the need for additional Authority staff hours.
The following is a listing of significant reconciliations that we would normally expect the Authority to provide to us in assisting us in conducting our fieldwork.

- Trial Balance
- CAFR/BFS and Account Roll Up Schedule
- Budget to Actual Reports
- Bank Reconciliations
- Listing of manually prepared journal entries posted
- Summary of Investments held by the Authority
- Capital Asset Schedules
- Long Term Debt Schedules
- Debt amortization schedules & Calculations of deferred amounts
- Calculations of any debt covenants amounts or percentages
- Schedule of Operating Leases
- Analysis of Deferred Inflows of Resources an Deferred Outflows of Resources
- Reconciliation of Receivables to subsidiary ledgers
- Calculations for estimate of allowance for uncollectible accounts
- Loans Receivable Schedules
- Reconciliation of Significant Revenue Accounts
- Fee schedules
- Compensated Absences and Early Retirement Obligation Schedules and Copies of Related Policies
- Claims Payable schedules
- Supporting schedules for the Authority’s significant cost allocations
- Interfund Transaction Schedules

14. Computer Software:

The firm maintains a variety of software packages in the audit and financial statement compilation process, which include MS Office (Word, Excel, etc.), Prosysterm fx Engagement, Accounting Research Manager, and CCH Knowledge Coach. Our audit staff also have the ability to run analytical queries, ratio analysis, customized reports, and other types of data analysis using CCH TeamMate Analytics.

Our audit software enables us to link our audit trial balance to the financial statements, for efficient financial statement compilation. It allows us to create various analytical reports easily (e.g. year to year comparisons, budget to actual comparisons, trend analysis, ratio analysis, etc.). TeamMate Analytics provides us with more than 150 Computer Aided Audit Tools (or CAATS) that allow us to perform powerful data analysis, perform complex calculations, analyze duplicates, detect gaps in sequenced items (e.g. check numbers, invoice numbers, journal entry numbers), compare spreadsheets for matching or missing records and quickly visualize your data for analysis and reporting.

Our research tools are always kept up to date to ensure compliance with accounting and auditing standards, and are also a resource for us to provide guidance to our clients.

We also use CCH Engagement Organizer, which provides an automated way to request, send, and receive documents from the Authority before and during an engagement. Files of any type can be attached to individual document requests on our electronic ‘Prepared by Client (PBC)’ list, which allows for easier tracking of the documents received and outstanding. The CCH Engagement Organizer also sends notifications when changes are made or when outstanding requests are approaching their due date.
## Audit Schedule

<table>
<thead>
<tr>
<th>Period</th>
<th>Audit Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Award of Contract</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Interim Audit Procedures</strong></td>
<td></td>
</tr>
<tr>
<td>May</td>
<td>- <strong>Planning and Administration</strong></td>
</tr>
<tr>
<td></td>
<td>▶ Review and obtain copies of key work papers of prior audit firm</td>
</tr>
<tr>
<td></td>
<td>▶ Entrance conference with Authority Management to discuss audit approach,</td>
</tr>
<tr>
<td></td>
<td>timing, assistance, and issues</td>
</tr>
<tr>
<td></td>
<td>▶ Review and evaluate the Authority's accounting and financial reporting.</td>
</tr>
<tr>
<td></td>
<td>Prepare an overall memo of recommendations, potential issues, and</td>
</tr>
<tr>
<td></td>
<td>suggestions for improvements.</td>
</tr>
<tr>
<td></td>
<td>▶ Prepare overall memo to Authority confirming audit procedures, timing,</td>
</tr>
<tr>
<td></td>
<td>and assistance.</td>
</tr>
<tr>
<td></td>
<td>▶ Prepare detailed audit work plan and audit programs, audit budget and</td>
</tr>
<tr>
<td></td>
<td>staffing schedule, and list of schedules to be prepared by Authority</td>
</tr>
<tr>
<td></td>
<td>staff, and provide it to Authority Management.</td>
</tr>
<tr>
<td>May</td>
<td>- <strong>Internal Control Evaluation</strong></td>
</tr>
<tr>
<td></td>
<td>▶ Meeting with key Finance Division personnel.</td>
</tr>
<tr>
<td></td>
<td>▶ Obtain and document understanding of key internal control systems through</td>
</tr>
<tr>
<td></td>
<td>walk-throughs, interviews of staff, and review of supporting</td>
</tr>
<tr>
<td></td>
<td>documentation</td>
</tr>
<tr>
<td></td>
<td>General ledger system</td>
</tr>
<tr>
<td></td>
<td>Budgeting system</td>
</tr>
<tr>
<td></td>
<td>Revenue, accounts receivable, and cash collections</td>
</tr>
<tr>
<td></td>
<td>Purchasing, expenditures, accounts payable, and cash disbursements</td>
</tr>
<tr>
<td></td>
<td>Payroll</td>
</tr>
<tr>
<td></td>
<td>Federal Financial Assistance</td>
</tr>
<tr>
<td></td>
<td>Other systems</td>
</tr>
<tr>
<td></td>
<td>▶ Identify control risks</td>
</tr>
<tr>
<td></td>
<td>▶ Evaluate IT control environment</td>
</tr>
<tr>
<td></td>
<td>▶ Perform testing of the internal control system and evaluate the</td>
</tr>
<tr>
<td></td>
<td>effectiveness of the Authority’s systems. Select large dollar and random</td>
</tr>
<tr>
<td></td>
<td>samples of transactions in key operating systems. Sample size to meet</td>
</tr>
<tr>
<td></td>
<td>required level for determined degree of risk. Review supporting</td>
</tr>
<tr>
<td></td>
<td>documentation of selected transactions, evaluate adequacy of support</td>
</tr>
<tr>
<td></td>
<td>and approvals, and conclude on degree of adherence to accuracy and</td>
</tr>
<tr>
<td></td>
<td>compliance with Authority policies</td>
</tr>
<tr>
<td></td>
<td>▶ Conduct fraud assessment procedures</td>
</tr>
<tr>
<td></td>
<td>▶ Assess degree of risk for material misstatement</td>
</tr>
<tr>
<td></td>
<td>▶ Provide to the Authority’s management a memo concerning management</td>
</tr>
<tr>
<td></td>
<td>letter points and identify issues, if any</td>
</tr>
</tbody>
</table>
2021 Period | Audit Tasks
--- | ---
May | **Other Tasks**
   - Review minutes of Board meetings and other key committees.
   - Preliminary testing, verify and validate account balances by reviewing supporting documentation including invoices, vouchers, council resolutions, minutes, and other documents, as required.
   - Coordinate with Authority staff and prepare of all appropriate confirmation requests including:
     - Bank accounts.
     - Investment pool accounts.
     - Accounts receivable.
     - Federal grants.
     - Revenue from governmental agencies.
     - Attorney letters.
     - Others, as required.
August - September | **Final Field work**
   - Entrance conference with Authority Management.
   - Follow-up on all outstanding confirmations.
   - Verify and validate account balances by reviewing supporting documentation including invoices, vouchers, board resolutions, minutes, and other documents, as required.
   - Perform analytical review of revenue and expenditures. Determine reason for material differences between budget and actual.
   - Perform a search for unrecorded liabilities by reviewing disbursements subsequent to June 30, testing terms of contractual obligations, and interviewing Authority staff.
   - Perform review of subsequent events by discussions with Authority Management and update all minutes of Authority Board and key committees
October | **Audit Reports**
   - Prepare preliminary drafts of financial statements
   - Prepare other reports as required
   - Provide drafts of reports to Authority Management for review
November | **Provide revised final drafts of all required reports to the Authority for approval**
December | **Final Audit Reports, Financial Statements delivered**
Identification of Anticipated Potential Audit Problems

We do not anticipate that there will be any audit problems at the Authority. However, the following are some areas that we will carefully investigate and monitor during our audit procedures:

- Review and evaluate that the Authority’s Annual Financial Reports are in compliance with current reporting and disclosures requirements issued by the GASB and GFOA.
- Review Annual Financial Reports for financial reporting conformance awards issued by CSMFO and GFOA.
- Review and evaluate degree of compliance with the various GASBs in effect.
- Review degree of compliance with infrastructure obligations and regulatory provisions.

- Internal Control Structure:
  - Review and evaluate the Authority’s internal control functions and ascertain compliance with proper internal control philosophies.
  - Review computer system processes and controls and evaluate adequacy of the control environment.

Several new GASB pronouncements will become effective over the time period of this proposal. As such, specific attention will be provided to determine the proper implementation of these new pronouncements. A list of known new pronouncements with implementation dates that fall within this proposal period are as follows:

2021
- Statement 84 – Fiduciary Activities
- Statement 90 – Majority Equity Interests
- Statement 93 – Interbank offered rates (except LIBOR removal and lease modifications)
Schedule of Professional Fee

### Comprehensive Cost Bid

<table>
<thead>
<tr>
<th>Service</th>
<th>Hours</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Statements Audit and Related Reports</td>
<td>106</td>
<td>$9,980</td>
</tr>
<tr>
<td>State Controller's Report</td>
<td>11</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td>117</td>
<td>$10,980</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Position</th>
<th>Hours</th>
<th>Quoted Hourly Rates</th>
<th>Quoted Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner</td>
<td>12</td>
<td>$150</td>
<td>$1,800</td>
</tr>
<tr>
<td>Audit Manager</td>
<td>23</td>
<td>$120</td>
<td>$2,760</td>
</tr>
<tr>
<td>Audit Senior</td>
<td>33</td>
<td>$85</td>
<td>$2,805</td>
</tr>
<tr>
<td>Professional Audit Staff</td>
<td>45</td>
<td>$75</td>
<td>$3,375</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>4</td>
<td>$60</td>
<td>$240</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>117</td>
<td></td>
<td>$10,980</td>
</tr>
</tbody>
</table>

**Manner of Payment:**

Each Engagement Team member maintains detailed time sheets describing work performed, date of work, and amount of time spent on each task for the Engagement. The Firm will bill the Authority after completion of each phase of the audit and bill the Authority up to a maximum of 90%. The remaining 10% of the proposal amount will not be due until all final reports are delivered and accepted by the Authority. Interim billings will cover a period of not less than a calendar month. The Authority can anticipate three billings as follows:

<table>
<thead>
<tr>
<th>Work Performed</th>
<th>% of Proposal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>For interim work</td>
<td>45%</td>
</tr>
<tr>
<td>For year-end work</td>
<td>45%</td>
</tr>
<tr>
<td>At presentation and acceptance of final reports</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100%</td>
</tr>
</tbody>
</table>
Rates for Additional Professional Services:

Any services outside the scope of our engagement will be promptly identified before the services are rendered. Upon mutual agreement, the out-of-scope services will be separately billed at our standard hourly rates. While it can be difficult to simply state hourly rates, as often times the needs of the client and the specific tasks directly impact the billing rates for our services, we want to provide the following information regarding our published billing rates:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner</td>
<td>$200</td>
</tr>
<tr>
<td>EQR</td>
<td>200</td>
</tr>
<tr>
<td>Manager</td>
<td>150</td>
</tr>
<tr>
<td>Senior</td>
<td>125</td>
</tr>
<tr>
<td>Staff</td>
<td>100</td>
</tr>
<tr>
<td>Admin.</td>
<td>75</td>
</tr>
</tbody>
</table>

Conclusion

A client relationship with the Authority will be of great value to our Firm and we welcome the opportunity to develop a long-term relationship with the Authority. We are committed to:

- Rendering the highest standard of service
- Developing a long-term working relationship dedicated to meeting the needs of the Authority
- Assisting the Authority in operational issues
- Producing a quality end-product

We have the technical qualifications and experience to provide the level of service desired and expected by the Authority and stand ready to provide our knowledge and experience for the benefit of your organization.

We would like to express our appreciation to the Authority and to its Staff for allowing us the opportunity to submit a proposal to perform professional auditing services. We are available, at your convenience, to discuss any aspects of our proposal.

Thank you for allowing us to present our Firm to you.

***************
Appendix A

References

1) Florin Resource Conservation District/ Elk Grove Water District
   - Scope of Work: Comprehensive Annual Financial Report, Single Audit
   - Date of Service: Fiscal years ended June 30, 2015-Present
   - Engagement Partner: Ahmed Badawi
   - Principal Contact:
     Mr. Patrick Lee
     Finance Manager / Treasurer
     (916)685-3556
     pleegold@egwd.org

2) City of Petaluma
   - Scope of Work: Comprehensive Annual Financial Report, Transportation
     Development Act Fund, SAS 114.
   - Engagement Partner: Ahmed Badawi
   - Address: 11 English St, Petaluma, 94952
   - Principal Contact:
     Ms. Janine Tedrow
     Finance & Accounting Manager
     Phone: (707)778-4579
     jtedrow@ci.petaluma.ca.us

3) City of San Mateo
   - Scope of Work: Comprehensive Annual Financial Report, Gann Limit, SAS114,
     Measure A (San Mateo County), Due Diligence Reviews for the RDA Successor
     Agency
   - Engagement Partner: Ahmed Badawi
   - Address: 330 W 20th Avenue, San Mateo, CA 94403
   - Principal Contact:
     Mr. Richard Lee
     Director of Finance
     Phone: (650)522-7102
     rlee@cityofsanmateo.org

4) City of Berkeley
   - Scope of Work: Comprehensive Annual Financial Report, Gann Limit, SAS114,
     Measure B (Alameda County), Vehicle Registration Fee Audit (Alameda County),
     Due Diligence Reviews for the RDA Successor Agency
   - Engagement Partner: Ahmed Badawi
   - Principal Contact:
     Mr. Henry Oyekanmi
     Finance Director
     (510)981-7332
     hoyekanmi@ci.berkeley.ca.us
5) City of Buena Park
   - Scope of Work: Comprehensive Annual Financial Report, Single Audit, Gann Limit, SAS 114, Buena Park Foundation
   - Engagement Partner: Ahmed Badawi
   - Address: 6650 Beach Boulevard, 1st Floor, Buena Park, CA 90622
   - Principal Contact:
     Mr. Sung Hyun
     Finance Director
     Phone: (714)562-3713
     shyun@buenapark.com

6) Port of San Luis Harbor District
   - Date of Service: Fiscal years ended June 30, 2017 - Present
   - Engagement Partner: Ahmed Badawi
   - Principal Contact:
     Ms. Kristen Stout
     Business Manager
     (805)595-5432
     kristens@portsanluis.com
MARIN WILDFIRE
PREVENTION AUTHORITY

CONTACT: DAVID FARNSWORTH, CPA
OCTOBER 6, 2020
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- CLIENT REFERENCES ................................................................................................................................................... 6

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October 6, 2020

Marin Wildfire Prevention Authority
P.O. Box 4248
San Rafael, CA 94913

Dear Members of the Board,

We are honored to present our proposal for performing auditing services for the Marin Wildfire Prevention Authority.

As board members and trustees, you assume a heavy burden to ensure that all financial practices of the Authority are running properly and managed responsibly. We take our role seriously to help carry this burden for you and to ensure that you are protected from unexpected misuse of funds and fraud of any kind.

We have witnessed firsthand the negative impact of loose and unsecured processes and have committed ourselves to providing the very best in financial controls and fraud prevention in government organizations and non-profit agencies such as yours.

The scope of our services includes the following:

1. Audit the financial statements of the Marin Wildfire Prevention Authority, to include all applicable footnotes

Our financial audit will look at your current processes and provide recommendations for improvement. We will also provide training in the best fraud prevention practices according to the study 'Report to the Nations' conducted by the Association of Certified Fraud Examiners.

As owner and principal, I am authorized to make representations for and to bind our firm. Should you have any questions, please feel free to contact me via email at david@dfarnsworthcpa.com or via phone at (408) 780-2236. Our mailing address is 11501 Dublin Blvd, #200, Dublin, CA 94568.

Sincerely,

David Farnsworth, CPA

David Farnsworth, CPA
SCOPE OF SERVICES

The period covered will be for the fiscal year ending June 30, 2021. It is our understanding the scope of the services will be the following:

1. Audit, the financial statements and submit the audit report
2. Assist, review and provide recommendations to the Authority
3. Prepare management letter, to include a statement of audit findings and recommendations affecting the financial statements, internal control structure, accounting procedures, accounting systems, legality of actions, and any instances of non-compliance with laws and regulations and any other material matters
4. Present financial audit at monthly board meeting

The financial audit will be performed in accordance with generally accepted accounting standards; generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants; and generally accepted auditing standards.

License
The firm and all key personnel are properly licensed to practice in California.

Independence
David Farnsworth, CPA is independent of the Marin Wildfire Prevention Authority as defined by GAAS. David Farnsworth, CPA has not had any professional relationships with the Authority or its staff.

Insurance Requirements
We will maintain insurance coverage throughout the course of the professional service agreement. Proof of coverage will be sent to the Authority if desired.
COST PROPOSAL

In accordance with the request for proposal for audit services issued by Marin Wildfire Prevention Authority, we provide our cost proposal.

### Financial Audit

<table>
<thead>
<tr>
<th>One-Year Engagement</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Audit</td>
<td>$24,850</td>
<td></td>
</tr>
<tr>
<td>Travel, Admin, and Software Cost*</td>
<td>$1,864</td>
<td>$26,714</td>
</tr>
</tbody>
</table>

### Phase of Audit

<table>
<thead>
<tr>
<th>Phase of Audit</th>
<th>Estimated Hours</th>
<th>Hourly Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
<td>24</td>
<td>$150</td>
<td>$3,600</td>
</tr>
<tr>
<td>Performing Audit</td>
<td>100</td>
<td>$175</td>
<td>$17,500</td>
</tr>
<tr>
<td>Conclusion</td>
<td>16</td>
<td>$150</td>
<td>$2,400</td>
</tr>
<tr>
<td>Financial Statement Preparation and Presentation</td>
<td>10</td>
<td>$135</td>
<td>$1,350</td>
</tr>
</tbody>
</table>

Total ** | 150 | $24,850 |

* A 7.5% charge is added for travel, admin, and software cost.
FIRM PROFILE

Our Principles
We are a customer-focused, flexible, hard-working firm that strives to improve the financial position of every client we serve. We hold ourselves to the highest standards and believe in the core principles of:

Relationship – Having a caring relationship with our clients who are the lifeblood of our firm, taking a personal stake in the future success of our clients, and shared leadership based on positive influence, honest dialogue, empowerment and trust.

Professionalism – Maintaining a culture that is high-performing, open-minded, respectful, supportive and enjoyable, while embracing systems documentation as a way of life so we can efficiently over-deliver on our service promises.

Progressive – Using progressive thinking and technology so we can do more for our clients while promoting mutual responsibility and ownership so we can anticipate obstacles and exceed our clients’ expectations.

Our Founder
David holds a Certified Public Accounting license with the state of California. He has specialized in accounting and financial audits while serving local governments through relationships with their board of directors and management. He has established and implemented new accounting systems, new accounting processes and stabilized many accounting operations. His hands-on experiences include preparing financial statements, verifying payroll, preparing tax returns, audit reports, fraud prevention protocols and client-specific policies and procedures.

Our Commitment and Service
We are committed to providing the very best in financial controls and fraud prevention to government organizations. We provide complementary customized training of internal controls and fraud prevention training to strengthen processes and reduce fraud and human error. We endorse and follow the proven techniques that work the best in the government sector according to the fraud study done by the Association of Certified Fraud Examiners.

Our goal is to help you improve business operations and have a more transparent Authority so you can serve your community better.

Ongoing Education
We emphasize education in our Firm to better serve our clients. We require our audit personnel to take 40 CPE on a yearly basis pertaining to government accounting, audit, and fraud. We are a local Firm with one office located in Dublin, CA. Our industry specialization enables us to keep up to date with all GASB pronouncements, GAAS, GAGAS, and AICPA standard changes.
FIRM PROFILE (Continued)

Technology

Our Firm runs on Cloud Software and uses Google GSuite, Microsoft Office, and AuditFile Software to upload and save audit working papers. Furthermore, we securely save all client data for 7 years beyond any engagement.

CLIENT REFERENCES

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Name and Position</th>
<th>Contact Info</th>
</tr>
</thead>
<tbody>
<tr>
<td>North County Fire Protection District</td>
<td>Carolina Bravo, Administrative Officer</td>
<td>(831) 633-2578 ext. 200</td>
</tr>
<tr>
<td>Gonzales Rural Fire Protection District</td>
<td>Vic Lanini, Chairman</td>
<td>(831) 594-8007</td>
</tr>
<tr>
<td>Tracy Public Cemetery District</td>
<td>Alma Celaya, District Manager</td>
<td>(209) 835-2930</td>
</tr>
<tr>
<td>Santa Clara Valley Habitat Agency</td>
<td>Jill Mross, Management Budget Analyst</td>
<td>(408) 779-7266</td>
</tr>
</tbody>
</table>
AUDIT APPROACH

Our engagements are supervised and managed by our owner. We believe on-going communication is key to understanding your expectations and in return you will know what to expect. We always provide a preliminary list to start the audit process.

Audit Planning
We take a risk-based approach and assess where mistakes could occur. The results of our planning procedures will help us create an audit program. We will do the following:

- Learn financial processes of the Authority
- Learn the checks and balances (internal controls) of each of the Authority’s processes such as cash receipts, cash disbursements, fixed asset, payroll, etc.
- Read minutes and resolutions - Review general ledger and trial balance
- Analyze unaudited financial statements and compare them to the budget and other information

Audit Fieldwork

The results of our planning procedures will help us create an audit program. As part of the program we will do the following:

- Compare individual invoices to related revenues and expenses
- Confirm cash with banks, customers, grantors, and vendors
- Review and test reconciliations and other workingpapers
- Perform predictive tests of revenue and expenses (We predict revenues/expenses and compare them to actual revenues/expenses)
- Reconcile payroll records to payroll expenses
- Confirm and test compliance with grant agreements and other contracts, if applicable

Audit Concluding Procedures

- Review audit procedure results and compare them to account balances
- Review any litigation with Authority legal counsel and Management
- Review for any events that occur after the year-end with management
- Propose adjusting journal entries
- Prepare financial statements, related notes, supplemental reports, and MD&A.
ENGAGEMENT LETTER

October 6, 2020

Marin Wildfire Prevention Authority
P.O. Box 4248
San Rafael, CA 94913

Dear Members of the Board,

We are pleased to confirm our understanding of our engagement to provide services for Marin Wildfire Prevention Authority.

Scope of Work
We propose to conduct the audit of the Marin Wildfire Prevention Authority financial statements of governmental activities, which collectively comprise Marin Wildfire Prevention Authority’s basic financial statements as of and for the fiscal year ending June 30, 2021 and the related notes to the financial statements. We require agreement of both management and others responsible for the governance of Marin Wildfire Prevention Authority. Kindly signify agreement by signing and returning one copy of this engagement letter.

We will plan and conduct the audit in accordance with generally accepted auditing standards, and the audit will include tests of the accounting records and other procedures considered necessary under the circumstances. The audit report shall include management’s discussion and analysis and required supplemental information (RSI) that will be subjected to the limited auditing procedures generally accepted in the United States of America. We shall provide a report, which does not include an opinion, on internal control related to the financial statements and compliance with the provision of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements as required by generally accepted auditing standards.

If our audit report is other than unqualified, we will fully discuss the reason with the Authority prior to presentation of the report. If during the audit we become aware of significant deficiencies in the design or operation of internal controls or of ways management practices can be improved, we will communicate such information to the Board of Directors in a separate letter.

We propose to begin the financial audit for the fiscal year ending June 30, 2021 as soon as the accounting records are finalized for each fiscal year. Set-up, pre-list and certain other procedures will begin on notification of the contract.
Management Responsibilities

In accordance with our profession’s professional standards, we must obtain your agreement as to the scope of your responsibilities in connection with this engagement. It is the Authority's responsibility to provide an internal control structure, including a control environment, an accounting system and control procedures, which will result in the production of financial statements that fairly present financial position and results of operations in conformity with an acceptable financial reporting framework; in this case Generally Accepted Accounting Principles.

The Authority is responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error. It is the Authority's responsibility to adjust financial statements to correct material misstatements, and for ensuring that the Authority complies with the laws and regulations applicable to its activities.

It is equally the Authority’s responsibility to provide us with (1) access to all information of which Authority’s management is aware and is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within Authority’s organization or otherwise within Authority’s control from whom we determine it is necessary to obtain audit evidence. It is management’s responsibility to make all financial records and related information available to the auditor in a timely fashion. It is also management’s responsibility to advise us of events occurring or facts discovered after the date of the financial statements of which management may be aware that may affect financial statements.

Our responsibility is to audit your financial statements in accordance with professional standards. Even though we may produce your financial statements, present you with draft financial statements, assemble your financial statements, and print them on our printers or forward them to you electronically or otherwise assist in preparing them, Authority’s financial statements are inherently Authority’s, since they summarize the transactions recorded in the Authority's business records.

Character and Limitations of an Audit

Our audit will be performed in accordance with generally accepted auditing standards. Those standards require that we initially assess the risk that errors, irregularities and illegal acts may cause the financial statements to contain a material misstatement. If in the situation there are errors, we will propose adjusting journal entries to correct the material misstatement.

Billing

Our fee for providing financial audit services is based on hourly rates ranging from $135/hr. to $175/hr. with a fee not to exceed $26,714 for fiscal year ending June 30, 2021.
Additional Services

David Farnsworth, CPA may also provide services as requested by the Authority. If it should become necessary for David Farnsworth, CPA to render additional services, then such additional services shall be performed only if set forth in an addendum to the contract between the Authority and David Farnsworth, CPA. Any such work agreed to between the Authority and David Farnsworth, CPA shall be performed at $175 / hr.

Should you need additional information regarding this engagement letter, please call us or email us at (408) 780-2236 or david@dfarnsworthcpa.com.

Respectfully Submitted,

David Farnsworth, CPA

MARIN WILDFIRE PREVENTION AUTHORITY

First Name

Last Name

Title

Signature

Date
COMPLIMENTARY SERVICES

To fulfill our goal of helping you improve business operations and have a more transparent Authority so you can serve your community better, we proudly offer the following complimentary services to all our clients.

FRAUD PREVENTION TRAINING

You assume a heavy burden to ensure that all financial practices of the Authority are running and managed properly. We created this fraud prevention training to teach our Clients on the importance of fraud prevention and how it is tied to the fiduciary responsibility of the Authority’s Board and Management. The following outline provides the high-level topics of the fraud prevention training.

OUTLINE

ACFE Fraud Study 2018   Prevention
Fraud Definition      Detection
Fraud Triangle        Investigation
Planning Phase       Final Thoughts

INTERNAL CONTROL TRAINING

We have witnessed firsthand the negative impact of loose and unsecured processes. We created this training to tighten up and secure financial processes specific to your Authority. This training is normally taught after the financial audit to give a customized training.

FINANCIAL ANALYTICS

We create financial analytics to serve as a gauge to review where the Authority is going financially. As mentioned in the transmittal letter, one of your needs as Trustees is to ensure the Authority is ran and managed responsibly. The financial analytics is a way for the Board to review the finances of the Authority and spot any irregularities. The financial analytics review assets, liabilities, revenues, and expenses over a period of five years.

EDUCATION SERIES

We have committed ourselves to providing the very best in financial controls and fraud prevention in your government and thus created an education series to teach our Clients on subjects on accounting and how it relates to the audit, fraud prevention, fraud risk management program, internal controls, and pensions. You will receive the content once a month.
August 5, 2020

Alyssa Schiffmann, Finance Manager
Marin Wildfire Prevention Authority
333 Johnson St
Sausalito, CA 94965

Dear Alyssa:

We are pleased to confirm our understanding of the services we are to provide Marin Wildfire Prevention Authority for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, each major fund, including the notes to the financial statements, which collectively comprise the basic financial statements, of Marin Wildfire Prevention Authority as of the year ended June 30, 2021. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), and the statement of revenues, expenditures and changes in fund balance – budget and actual – for the General Fund, to accompany Marin Wildfire Prevention Authority’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Marin Wildfire Prevention Authority’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any reassurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Marin Wildfire Prevention Authority’s financial statements. Our report will be addressed to the Board of Directors of Marin Wildfire Prevention Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.
Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Marin Wildfire Prevention Authority’s compliance with provisions of applicable laws, regulations, contracts, and agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also prepare OR assist in preparing the financial statements of Marin Wildfire Prevention Authority in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

R. J. Ricciardi, Inc.
Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information.
information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing. Further, we understand that your employees will prepare all information we request in our Client Participation List in the format requested and send it to us 30 days prior to scheduling the audit field work. If you have insufficient personnel or time to prepare these items we can assist you in this area and we will discuss with you the additional time required and estimated fee for these services.

The audit documentation for this engagement is the property of R. J. Ricciardi, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of R. J. Ricciardi, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation. The designee may intend or decide to distribute the copies or information contained therein to others, including other government agencies.

Michael O’Connor is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our estimated fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our estimated fee, including expenses will be $8,000 for the audit and $950 for the State Controller’s Report. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

If additional time is needed for us to assist Marin Wildfire Prevention Authority in the resolution or investigation of accounting errors, discrepancies, or reconciliation issues, assistance in the preparation of schedules, or to reflect in our workpapers corrections to the Marin Wildfire Prevention Authority’s accounting records made after the start of the engagement, we will perform such additional work at our standard hourly rates indicated below:

- Director $180
- Manager $125
- Senior accountant $100-$110
- Staff accountant $70-$75

In addition to the estimated fees noted above, we reserve the right to invoice Marin Wildfire Prevention Authority at our standard hourly rates for time incurred providing information to successor auditors in compliance with SAS. No. 84. Our invoices and related fees for this service will be payable upon presentation.

We reserve the right to suspend or terminate our work if you have failed to fulfill your responsibilities set forth in this engagement letter, and such failure materially interferes with our work. If our work is suspended or terminated because of your failure to fulfill your responsibilities set forth in this engagement letter, you agree that we will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that may be assessed.

R. J. RICCIARDI, INC.
against you resulting from your failure to meet such deadlines, and for any damages (including consequential damages) incurred as a result of the suspension or termination of our work.

We appreciate the opportunity to be of service to Marin Wildfire Prevention Authority, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

R.J. Ricciardi, Inc.

R.J. Ricciardi, Inc.
Certified Public Accountants

RESPONSE:
This letter correctly sets forth the understanding of Marin Wildfire Prevention Authority:

Officer signature: ________________________________

Title: _________________________________________

Date: _________________________________________
RECOMMENDATION:
Authorize Executive Officer Mark Brown to execute the attached agreement for specialized legal services with Burke, Williams, and Sorensen (“Burke”) for advice related to labor and employment, litigation, and other advice upon request.

BACKGROUND:
At its meeting of August 20, 2020, the Marin Wildfire Prevention Authority (MWPA) Board approved a temporary agreement for legal services with Burke for advice related to labor and employment, litigation and other advice upon request. Following execution of that agreement, Burke Partner Samantha Zutler advised MWPA about employment issues related to the Executive Officer position and drafted an agreement for the position. The need for labor and employment advice will be ongoing as MWPA seeks to hire an environmental consultant and potentially other contractors to assist with MWPA projects.

The current agreement with Burke expires in November; therefore, to ensure uninterrupted legal services from the firm, we recommend executing the attached agreement (Attachment 1). The agreement has a one-year term, but it may be extended upon mutual agreement of the parties. Epstein + Holtzapple will assist the MWPA in its communications with Burke and in facilitating the legal services to be performed.

FISCAL IMPACT:
The attached agreement does not require payment of a retainer and includes hourly billing rates of $345/hour for Ms. Zutler and other partners in the firm. The agreement includes a spending cap of $100,000.

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

Respectfully submitted,

Megan Holt Acevedo
General Counsel

Attachment:
1. Burke, Williams & Sorensen agreement
AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

This Agreement is made and entered into this ____ day of ________________, 2020, by and between the MARIN WILDFIRE PREVENTION AUTHORITY ("MWPA"), and BURKE, WILLIAMS & SORENSEN ("Burke" collectively, the "Parties.")

RECITALS

WHEREAS, MWPA requires professional legal services and representation for such matters including but not limited to labor and employment matters and potential litigation related to labor and employment issues, and other matters as assigned by the President of the Board of Directors of MWPA and/or the Executive Officer; and

WHEREAS, Burke, a California Limited Liability Partnership, is a professional law firm with legal expertise in employment and labor matters, and other matters related to local governmental entity representation and litigation, and desires to perform the services described herein; and

WHEREAS, MWPA is authorized to enter into contracts for professional services and execute all instruments necessary or convenient with respect to the purposes of MWPA.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES. MWPA agrees to hire Burke to provide legal services in the matters set forth in Attachment "A" to this Agreement. No representation outside of the matters set forth in Attachment "A" shall be provided by Burke to MWPA. No representation of any directors, officers, employees, shareholders, or any other persons or entities affiliated with MWPA shall be provided unless such representation is expressly included in Attachment "A" attached to this Agreement. Burke will provide those legal services required to represent MWPA. Burke will take reasonable steps to keep MWPA informed of progress and work performed, and promptly respond to MWPA's inquiries. If the Parties desire that Burke provide any additional legal services not provided for under this Agreement, a separate written agreement between the Parties is required.

2. MWPA DUTIES. MWPA agrees to be truthful with Burke, cooperate and keep Burke informed of any information or developments that may come to MWPA’s attention, to abide by this Agreement, pay Burke’s bills on time, and to keep Burke advised of MWPA’s address, telephone number, and whereabouts. MWPA will assist in providing necessary information and documents and will appear when necessary at legal proceedings.

3. INDEMNITY. Burke shall, to the fullest extent permitted by law, indemnify, protect, defend, release, and hold harmless MWPA and its employees, officials, and agents (the
“Indemnified Parties”) from all claims, demands, costs, damages, or liabilities (including liabilities for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witnesses fees) that arise out of, pertain to, or relate directly to the negligence, recklessness, omissions, or willful misconduct of Burke, its officers, employees, or agents, in the performance of professional services under this Agreement, excepting liability arising out of the negligence or intentional misconduct of MWPA.

Burke’s obligations under this Section apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the Indemnified Parties. However, to the extent that liability is caused by the active negligence or willful misconduct of the Indemnified Parties, Burke’s indemnification obligation shall be reduced in proportion to the Indemnified Parties’ share of liability for the active negligence or willful misconduct.

The existence or acceptance by MWPA of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of MWPA’s rights under this Section, nor shall the limits of such insurance limit the liability of Burke. The provisions of this Section shall survive any expiration or termination of this Agreement.

4. **INSURANCE.** Burke shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment “B”, “Insurance Requirements.” Maintenance of the insurance coverage set forth in Attachment “B” is a material element of this Agreement and a material part of the consideration by Burke in exchange for MWPA’s agreement to make the payments described herein. Failure by Burke to: (a) maintain or renew coverage; (b) provide MWPA notice of any changes, modifications, or reductions in coverage; or (c) provide evidence of renewal, may be treated by MWPA as a material breach of this Agreement by Burke, whereupon MWPA shall be entitled to all rights and remedies in law or equity, including but not limited to the immediate termination of this Agreement. Notwithstanding the foregoing, any failure of Burke to maintain the insurance required under this Section does not excuse Burke from any of its other duties or obligations under this Agreement. In the event Burke, with approval from MWPA, retains or utilizes any subcontractors or subconsultants in the provision of any services to MWPA under this Agreement, Burke shall assure that each such subcontractor or subconsultant has obtained and maintains all insurance coverages set forth in Exhibit “B” attached hereto.

Burke agrees that any available insurance proceeds broader than or in excess of the coverages set forth in this Agreement shall be available to the additional insureds identified therein.

Burke agrees that the insurance coverages and limits provided under this Agreement are the greater of: (a) the coverages and limits specified in Attachment “B”; or (b) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the named insureds.

5. **CONFLICTS OF INTEREST.** Before accepting representation of MWPA, Burke has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between MWPA and any other person or entity that would bar Burke from representing MWPA in general or in any of the specific matters listed in
Attachment “A.” Burke has reviewed this issue in accordance with the Rules of Professional Conduct adopted in California. Burke believes that those rules, rather than the rules of any other jurisdiction, are applicable to MWPA’s representation. MWPA’s execution of this Agreement gives express agreement to the applicability of the Rules of Professional Conduct adopted in California to any and all representation arising under this Agreement.

6. **DISCLOSURE.** Pursuant to the requirements of California Business and Professions Code section 6148, Burke hereby discloses that it maintains professional errors and omissions insurance.

7. **LEGAL FEES AND BILLING PRACTICES.** Burke will send MWPA monthly statements of fees and costs incurred for the billing period. Each statement will be payable within 30 days of its receipt by MWPA. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, and all costs will be clearly identified by item and amount. The billing statements shall also include supporting documentation of costs and other charges (Paragraph 8).

MWPA agrees to pay by the hour at Burke’s prevailing rates for all time spent on MWPA’s matters by Burke’s legal personnel. Current hourly rates for legal personnel are set forth in Attachment “C” to this Agreement.

Burke’s rates are subject to change on 30 days’ written notice to MWPA. Rates shall automatically increase annually on January 1 of each year as set forth in Attachment “C” to this Agreement. If MWPA declines to pay increased rates, Burke will have the right to withdraw as attorney for MWPA.

The time charged will include the time Burke spends on telephone calls relating to MWPA’s matters, including calls with MWPA, witnesses, opposing counsel, or court personnel. The legal personnel assigned to MWPA matters may confer among themselves as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing, or other proceeding, each will charge for the time spent. Burke will charge for waiting time in court and elsewhere and for travel time, both local and out-of-town.

8. **COSTS AND OTHER CHARGES.** Burke will incur various costs and expenses in performing legal services under this Agreement. MWPA agrees to pay for all costs, disbursements, and expenses in addition to the hourly fees. The costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters’ fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants’ fees, expert witness, professional, mediator, arbitrator and/or special master fees, unavoidable administrative staff and secretarial overtime, and other similar items. Except for the items listed below, all costs and expenses will be charged at Burke’s cost.

| In-office photocopying/page: | $ .20 |

9/21/2020
In-office color photocopying/page $ 1.00
Facsimile charges/page: $ 1.00
Mileage/mile: $.54 (per IRS notices)

Out-of-town travel. MWPA agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Burke’s personnel (to be reimbursed at the current Federal rate and limits), MWPA will also be charged the hourly rates for the time legal personnel spend traveling.

Experts, Consultants and Investigators. To aid in the preparation or presentation of MWPA case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. Prior to Burke retaining the services of an expert, consultant, investigator or other similar professional, MWPA shall have the opportunity to review and approve the hiring of such personnel in advance. MWPA agrees to pay such fees and charges.

Additionally, MWPA understands that if any matter proceeds to court action or arbitration, MWPA may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of MWPA.

9. TOTAL COST OF AGREEMENT. The total cost of Agreement is not to exceed $100,000 for the period of one year from the Effective Date.

10. INTEREST CHARGES. If a billing statement is not paid by 30 days of receipt by MWPA, interest will be charged on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month (TEN PERCENT [10%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest from the date of the invoice until paid.

11. DISCHARGE AND WITHDRAWAL. MWPA may discharge Burke at any time in its discretion. Burke may withdraw with MWPA’s consent or for good cause. Good cause includes MWPA’s breach of this Agreement, refusal to cooperate or to follow Burke’s advice on a material matter, or any fact or circumstance that would render Burke’s continuing representation unlawful or unethical. When Burke’s services conclude, all unpaid charges will immediately become due and payable within 30 days of date of discharge. After services conclude, Burke will, upon MWPA’s request, deliver MWPA’s file, and property in Burke’s possession within 30 days of date of discharge.

12. DOCUMENT RETENTION POLICY. MWPA is entitled upon written request to any files in Burke’s possession relating to the legal services performed by Burke for MWPA, excluding Burke’s internal accounting records and other documents not reasonably necessary to MWPA’S representation, subject to Burke’s right to make copies of any files withdrawn by MWPA. Once a matter is concluded, Burke will close the file, and MWPA will receive notice thereof. MWPA’S physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving them from storage. Thus, it is recommended that MWPA request the return of a file at the conclusion of a matter. Under Burke’s document retention policy, Burke normally destroys files five (5) years after a matter is closed, unless other arrangements are made with MWPA.

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All materials supplied by MWPA and all attorney end product (referred to generally as "client material") are the property of MWPA. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of Burke. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials.

After the close of a matter, Burke will notify MWPA of any client materials that remain in Burke's possession. MPA will be invited to retrieve these client materials within 45 days of notice, or MWPA may direct Burke to forward the client materials to MWPA, at MWPA's expense. If within 45 days of this notice MWPA fails to retrieve the client materials or request Burke to forward them, MWPA authorizes Burke to destroy the client materials.

After the 45-day period, Burke will, consistent with all applicable rules of professional conduct, use its discretion as to the retention or destruction of all attorney work product and any client materials that remain with Burke.

13. TECHNOLOGY. At its discretion, unless otherwise stated, Burke will employ technology to facilitate electronic discovery. This may include scanning of paper documents, culling of documents, converting electronically stored information into a format suitable for review, the usage of electronic review software, etc. Applicable associated costs, including electronic storage and transfer costs, will be billed to MWPA.

14. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Burke's statements to MWPA will be construed as a promise or guarantee about the outcome of any matter. Burke makes no such promises or guarantees. Burke's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Burke shall not be a guarantee. Actual fees may vary from estimates given.

15. MEDIATION/ARBITRATION; WAIVER OF JURY TRIAL. If a dispute arises out of or relating to any aspect of this Agreement between MWPA and Burke, or the breach thereof, and if the dispute cannot be settled through negotiation, Burke and MWPA agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing herein shall limit or otherwise affect your right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and clients. However, should discussions, mediation or the non-binding arbitration provided through a local bar association program not resolve the dispute, the dispute shall be determined by binding arbitration before the American Arbitration Association under its then prevailing commercial arbitration rules, except that discovery may be taken in that arbitration pursuant to the California Code of Civil Procedure. The claims or controversies subject to this provision shall include, without limitation, any claim of professional negligence or malpractice. The arbitration shall be held in Marin County, California, unless the Parties mutually select another venue, and judgment may be entered upon the arbitrator's award by any court having jurisdiction. Should MWPA refuse or neglect to appear or participate in the arbitration proceedings, the arbitrator is empowered to

9/21/2020
decide the claim or controversy in accordance with the evidence presented. MWPA should realize that by accepting the arbitration provision, MWPA WILL WAIVE ITS RIGHT TO A JURY TRIAL AND THE RIGHT, EXCEPT UNDER LIMITED CIRCUMSTANCES, TO APPEAL THE ARBITRATOR’S DECISION.

16. **ATTORNEYS’ FEES CLAUSE.** In the event any action in connection with the enforcement or interpretation of this Agreement, each party shall bear its own attorneys’ fees and costs.

17. **NONDISCRIMINATION.** Burke shall not discriminate, in any way, against any person on the basis of age, sex, gender identity, race, color, religion, ancestry, national origin, or disability in connection with or related to the performance of its duties and obligations under this Agreement.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the Parties.

19. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

20. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the Parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the Parties carry it out.

21. **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.

22. **EFFECTIVE DATE AND TERM OF AGREEMENT.** The effective date is the date of signature by the MWPA. The term of this Agreement is one (1) year from the effective date and may be extended by mutual agreement of the Parties.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the day, month and year of signature.

---

**DATED:** _______________  

**MARIN WILDFIRE PREVENTION AUTHORITY**

By: ________________________

Mark Brown, Executive Officer

9/21/2020
Attachment “A”

Burke’s services will include representation in matters as assigned in writing by the: President of the Board of Directors, on behalf of the Board of Directors; General Counsel; and/or Executive Director, including but not limited to labor and employment matters; and potential litigation related to labor issues.
ATTACHMENT “B”

INSURANCE REQUIREMENTS

A. Insurance Policies: Burke shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A−:VI or otherwise acceptable to the Client (MWPA).

<table>
<thead>
<tr>
<th>Insurance</th>
<th>Minimum Limits</th>
<th>Additional Coverage Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Commercial general liability</td>
<td>$1 million per occurrence $2 million aggregate</td>
<td>Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. <strong>Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.</strong></td>
</tr>
<tr>
<td>2. Business auto coverage</td>
<td>$1 million</td>
<td>ISO Form Number CA 00 01 covering any auto (Code 1), or if Burke has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1 million per accident for bodily injury and property damage.</td>
</tr>
<tr>
<td>3. Professional liability (E&amp;O)</td>
<td>$1 million per claim $1 million aggregate</td>
<td>Burke shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.</td>
</tr>
<tr>
<td>4. Workers’ compensation and employer’s liability</td>
<td>$1 million</td>
<td>As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than $1 million per accident for bodily injury or disease. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the Client (MWPA) for all work performed by the Burke, its employees, agents and subcontractors.</td>
</tr>
</tbody>
</table>
B. **Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the Client (MWPA) in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:

   a. For any claims related to this project, Burke’s insurance coverage shall be primary and any insurance or self-insurance maintained by Client (MWPA) shall be excess of the Burke's insurance and shall not contribute with it; and

   b. **MWPA, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and the Professional Liability policy.** General liability coverage can be provided in the form of an endorsement to Burke’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. **Verification of Coverage and Certificates of Insurance:** Burke shall furnish Client (MWPA) with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the Client (MWPA) before work commences and must be in effect for the duration of the Agreement. The Client (MWPA) reserves the right to require complete copies of all required policies and endorsements.

D. **Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Burke from waiving any right of recovery prior to loss. Burke hereby waives such right with regard to the indemnitees.

2. All insurance coverage amounts provided by Burke and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.

3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Burke or Client (MWPA). Self-insured retentions above $10,000 must be approved by Client (MWPA). At Client (MWPA) option, Burke may be required to provide financial guarantees.

4. Sole Proprietors (consultants to Burke) must provide a representation of their Workers' Compensation Insurance exempt status.

9/21/2020
Client (MWPA) reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
Attachment “C”

Rates for Attorneys and other timekeepers through December 31, 2021.

<table>
<thead>
<tr>
<th>Rate</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$345</td>
<td>Partners</td>
</tr>
<tr>
<td>$305</td>
<td>Associates</td>
</tr>
<tr>
<td>$225</td>
<td>Paralegals</td>
</tr>
</tbody>
</table>

Effective each January 1, the foregoing base rates shall be increased based on the U.S. Department of Labor Bureau of Labor Statistics Marin County Consumer Price Index-All Urban Consumers (“CPI-U”), using the CPI-U for each prior October as the base and the value to escalate the hourly rates in the ratio of the most recent October CPI-U value, rounded up to the nearest $5 increment.

The U.S. Dept. of Labor Bureau of Labor Statistics (BLS) website will be the source of the data utilized (if the URL is changed, the parties shall agree on the replacement web page to be as close as reasonably possible to the page detailed herein):
http://data.bls.gov/PDQ/servlet/SurveyOutputServlet?data_tool=dropmap&amp;series_id=CUURA421SA0,CUUSA421SA0

The total cost of this Agreement is not to exceed $100,000 (see Agreement, Paragraph 9).
AGREEMENT FOR PROFESSIONAL SERVICES
FOR WILDFIRE PREVENTION, HAZARD MITIGATION AND PUBLIC
INFORMATION PROGRAMS AND SERVICES

This Agreement is made and entered into this 8th day of October 2020, by and between the
MARIN WILDFIRE PREVENTION AUTHORITY (MWPA) (hereinafter "AUTHORITY"), and
FIRESafe Marin (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, When Measure C passed in March 2020, it became clear that if the
AUTHORITY was to have an immediate impact on its core prevention tasks, it would need a
reliable and experienced partner at the beginning of the effort; and

WHEREAS, CONTRACTOR, a 501(c)(3) non-profit, which was established in the
aftermath of the Oakland Hills fire in 1991 to promote fire safety and to stimulate communities to
collaborate when solving problems related to wildland fire protection, was available to provide
such services to the newly formed AUTHORITY; and

WHEREAS, CONTRACTOR’s lean staff and focus on community involvement and
volunteerism made FIRESafe Marin the most viable partner with which AUTHORITY could make
that immediate impact; and

WHEREAS, CONTRACTOR’s programs are firmly established in the AUTHORITY’s
service area and beyond, with 67 neighborhoods recognized for their efforts by Firewise USA; and

WHEREAS, CONTRACTOR began developing program proposals before the passage of
Measure C, and at the first meeting of the AUTHORITY’s Operations Committee,
CONTRACTOR provided the Committee with a proposal describing 19 wildfire preparedness and
prevention projects with the understanding that these projects needed to start as soon as possible
to have an impact on the 2020 fire season; and

WHEREAS, through an early informal arrangement between the AUTHORITY’s
Operations Committee and CONTRACTOR that was approved at the Board of Director’s first
meeting in May 2020, CONTRACTOR started to provide the services, including public
information/outreach and chipper programs, described in the CONTRACTOR’s Project Work
Plan FY 2020-21 (“Exhibit A”).

WHEREAS, the initial authorization, in advance of any funding or proceeds from taxes,
was a commitment between AUTHORITY and CONTRACTOR and is described below:
<table>
<thead>
<tr>
<th>Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12,500</td>
<td>Red Flag Warning Signs</td>
</tr>
<tr>
<td>$30,000</td>
<td>NOAA Weather Radios</td>
</tr>
<tr>
<td>$500,000</td>
<td>Vegetation Management/Chipper Programs</td>
</tr>
<tr>
<td>$558,783</td>
<td>Public Education Programs</td>
</tr>
</tbody>
</table>

$1,101,283 Initial FY2020-21 Allocation, approved by MWPA Board of Directors in its June 2020 Budget Adoption Resolution; and

WHEREAS, to accommodate additional Chipper/Vegetation Management Services between October 1, 2020 and November 30, 2020, the AUTHORITY’s Board of Directors approved an additional not-to-exceed appropriation of $230,000 to the aforementioned Initial 2020-21 Budget for revised total funding for the FY2020-21 of $1,371,283 as articulated below:

$1,101,283 Initial FY2020-21 FIRESafe Marin Approved Budget Allocation
$230,000 Additional Appropriation as of September 17, 2020 for Chipper/Vegetation Management Program Extension through November 30, 2020.

$1,371,283 Revised FY2020-21 FIRESafe Marin Allocation as of September 17, 2020.

WHEREAS, by entering into this Agreement, the parties desire to formalize the arrangement under which CONTRACTOR has been operating.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. PROJECT COORDINATION.

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

   B. CONTRACTOR’s Project Director. CONTRACTOR shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONTRACTOR. FIRESafe Marin President is hereby designated as the PROJECT DIRECTOR for CONTRACTOR. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the CONTRACTOR shall notify the AUTHORITY within ten (10) business days of the substitution.

2. DUTIES OF CONTRACTOR.

   CONTRACTOR shall perform the duties and/or provide services as follows: Wildfire Prevention, Hazard Mitigation and Public Education Programs for the Marin Wildfire Prevention Authority (MWPA) as described in Exhibit A, the Project Workplan for FY 2020-21, and
in the following funding categories:

- $12,500 Red Flag Warning Signs
- $30,000 NOAA Weather Radios
- $730,000 Vegetation Management/Chipper Programs
- $558,783 Public Education Programs
- $1,371,283 Total

In addition to the compensation by category outlined above, the CONTRACTOR shall also be subject to the following terms and conditions required by the Authority:

- Co-Branding of AUTHORITY with CONTRACTOR on projects, activities, outreach, and training conducted by CONTRACTOR; and
- AUTHORITY will reimburse interest on borrowing to the CONTRACTOR, used to establish the Project Workplan for FY 2020-21; and
- CONTRACTOR will focus on cost effectiveness and maximization of value from AUTHORITY’s disbursements from proceeds from taxes; and
- CONTRACTOR will prepare monthly program progress reports and cash flow/budget projections accounting for the geographic distribution and dollar value of the chipping and other program services to assist AUTHORITY to track the apportionments identified in AUTHORITY’s Joint Exercise of Powers Agreement; and
- CONTRACTOR will prepare an annual detailed budget plan in March/April of each year to create the next fiscal year program budget; and
- CONTRACTOR will assist with developing local agency monthly reporting templates and goals/objectives from entities receiving funding from the AUTHORITY; and
- CONTRACTOR and AUTHORITY will coordinate efforts to monitor effective program outcomes, proposals for new programs and dissolution of ineffective programs collaboratively with the Operations Committee and the Technical Advisory Committee; and
- CONTRACTOR acknowledges that the additional appropriation of $230,000 approved on September 17, 2020 to continue the chipper/vegetation management program through November 30, 2020 would be a “not-to-exceed” amount, and if the work cannot be done as described, the additional funding will not be spent.

3. **DUTIES OF AUTHORITY.**

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

a. AUTHORITY will oversee and monitor activities and programs approved by the Board of Directors and as conducted by the CONTRACTOR; and

b. AUTHORITY will coordinate activities and programs conducted by the CONTRACTOR, and with other contractors and member agencies.

4. **COMPENSATION.**

For the full performance of the services described herein and in Exhibit A by
CONTRACTOR, AUTHORITY shall pay CONTRACTOR as follows: a not-to-exceed amount of $1,371,283 for fiscal year 2020-21.

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

5. **TERM OF AGREEMENT.**

The term of this Agreement shall be for a fifteen (15) month period commencing on April 1, 2020 and ending on June 30, 2021. Upon mutual agreement of the parties, and subject to the approval of the AUTHORITY PROJECT MANAGER, the term of this Agreement may be extended for two additional one (1) year periods beyond June 30, 2021. Annual extensions to this Agreement may be authorized by the AUTHORITY’s PROJECT MANAGER, based on Operations Committee annual program revisions and Board of Directors’ budget approval.

6. **TERMINATION.**

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

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

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

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

7. **OWNERSHIP OF DOCUMENTS.**

The written documents and materials prepared by the CONTRACTOR in connection with the performance of its duties under this Agreement, shall be the sole property of AUTHORITY. AUTHORITY may use said property for any purpose, including projects not contemplated by this Agreement.

8. **INSPECTION AND AUDIT.**

Upon reasonable notice, CONTRACTOR shall make available to AUTHORITY, or its agent, for inspection and audit, all documents and materials maintained by CONTRACTOR in connection with its performance of its duties under this Agreement. CONTRACTOR shall fully cooperate with
AUTHORITY or its agent in any such audit or inspection.

9. ASSIGNABILITY.

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

10. INSURANCE.

A. Scope of Coverage. During the term of this Agreement, CONTRACTOR shall maintain, at no expense to AUTHORITY, 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, 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 CONTRACTOR’s performance of services under this Agreement. Where CONTRACTOR is a professional not required to have a professional license, AUTHORITY reserves the right to require CONTRACTOR to provide professional liability insurance pursuant to this section.

4. If it employs any person, CONTRACTOR 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. CONTRACTOR’s worker’s compensation insurance shall be specifically endorsed to waive any right of subrogation against AUTHORITY.

B. Other Insurance Requirements. The insurance coverage required of the CONTRACTOR 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 AUTHORITY, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under CONTRACTOR’s insurance policies shall be “primary and noncontributory” with respect to any insurance or coverage maintained by AUTHORITY and shall not call upon AUTHORITY’s insurance or self-insurance coverage for any
contribution. The “primary and noncontributory” coverage in CONTRACTOR’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, CONTRACTOR hereby grants to AUTHORITY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against AUTHORITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not AUTHORITY 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 AUTHORITY (if agreed to in a written contract or agreement) before AUTHORITY’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 AUTHORITY 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 CONTRACTOR under this agreement.

C. Deductibles and SIR’s. Any deductibles or self-insured retentions in CONTRACTOR’s insurance policies must be declared to and approved by the PROJECT MANAGER and AUTHORITY Attorney 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 AUTHORITY or other additional insured party. At AUTHORITY’s option, the deductibles or self-insured retentions with respect to AUTHORITY shall be reduced or eliminated to AUTHORITY’s satisfaction, or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney’s fees and defense expenses.
D. **Proof of Insurance.** CONTRACTOR shall provide to the PROJECT MANAGER or AUTHORITY’s Attorney 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. AUTHORITY reserves the right to obtain a full certified copy of any insurance policy and endorsements from CONTRACTOR. 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 AUTHORITY Attorney.

11. **INDEMNIFICATION.**

A. Except as otherwise provided in Paragraph B, CONTRACTOR shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by AUTHORITY, and hold harmless AUTHORITY, its officers, agents, employees and volunteers (collectively, the “AUTHORITY Indemnitees”), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney’s fees, expert fees and all other costs and fees of litigation, (collectively “CLAIMS”), arising out of CONTRACTOR’s performance of its obligations or conduct of its operations under this Agreement. The CONTRACTOR’s obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the AUTHORITY Indemnitees. However, to the extent that liability is caused by the active negligence or willful misconduct of the AUTHORITY Indemnitees, the CONTRACTOR's indemnification obligation shall be reduced in proportion to the AUTHORITY Indemnitees’ share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the CONTRACTOR’s work or work product by the AUTHORITY or any of its directors, officers or employees shall not relieve or reduce the CONTRACTOR’s indemnification obligations. In the event the AUTHORITY Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONTRACTOR’s performance of or operations under this Agreement, CONTRACTOR shall provide a defense to the AUTHORITY Indemnitees or at AUTHORITY’s option reimburse the AUTHORITY Indemnitees their costs of defense, including reasonable attorneys’ fees, incurred in defense of such claims.

B. Where the services to be provided by CONTRACTOR 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, CONTRACTOR shall indemnify and hold harmless the AUTHORITY and its officers, officials, and employees (collectively AUTHORITY 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 CONTRACTOR, or any sub-CONTRACTORs, 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 AUTHORITY Indemnitee.
C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONTRACTOR 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.

13. COMPLIANCE WITH ALL LAWS.

CONTRACTOR 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. CONTRACTOR shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. CONTRACTOR will abide by applicable state law on minimum wage, prevailing wage, workers’ compensation, and bidding requirements when applicable. CONTRACTOR shall release, defend, indemnify and hold harmless AUTHORITY, 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.

14. NO THIRD-PARTY BENEFICIARIES.

AUTHORITY and CONTRACTOR 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.

15. 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 AUTHORITY’s PROJECT MANAGER:

Mark Brown, Executive Officer
Marin Wildfire Prevention Authority (MWPA)
28 Liberty Ship Way, Suite 2800
Sausalito CA 94965
mbrown@marinwildfire.org
TO CONTRACTOR’s PROJECT DIRECTOR:

Jim Chayka, President
FIRESafe Marin
P. O. Box 2831
San Anselmo CA 94979
jchayka@marincounty.org

16. INDEPENDENT CONTRACTOR.

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

17. 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 CONTRACTOR and the AUTHORITY.

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 CONTRACTOR and the AUTHORITY.

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.

18. SET-OFF AGAINST DEBTS.

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

19. 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.

20. **COSTS AND ATTORNEY’S FEES.**

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney’s fees expended in connection with such action.

21. **TAX FORMS.**

AUTHORITY shall not be required to pay for any work performed under this Agreement, until CONTRACTOR has provided AUTHORITY with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. **SURVIVAL OF TERMS.**

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

23. **APPLICABLE LAW.**

The laws of the State of California shall govern this Agreement.

24. **COUNTERPARTS AND ELECTRONIC SIGNATURE.**

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

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

BRUCE GOINES, AUTHORITY

Printed Name: Bruce F. Goines
Title: President

FIRESAFE MARIN

HM CHAYKA, CONTRACTOR

Printed Name: James Chayka
Title: President

ATTEST:

MARK BROWN, AUTHORITY Clerk

APPROVED AS TO FORM:

MEGAN HOLT ACEVEDO, AUTHORITY Attorney
MARIN WILDFIRE PREVENTION AUTHORITY

For the Meeting of October 15, 2020

To: Marin Wildfire Prevention Authority Board of Directors

From: Mark Brown, Executive Officer

Subject: Appoint Nine (9) Members to the MWPA Citizens’ Oversight Committee

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____________________________________

RECOMMENDATION:

Approve the recommendations of the MWPA Citizens’ Oversight Committee (COC) Subcommittee to fill nine (9) positions on the MWPA Citizens’ Oversight Committee.

BACKGROUND:

In order to ensure transparency and fiscal accountability the joint powers agreement stipulates the creation of a Citizens’ Oversight Committee (COC) to review Authority spending on an annual basis following the report from the Treasurer. After review of the previous year’s work program and the financial audit, the COC will adopt a report describing the extent to which the funds have been spent consistent with the tax measure and provide feedback to the Board of Directors.

Citizens’ Oversight Committee participants will be residents who are neither elected officials of any government entity, nor public employees of any Member. Service on the Citizens’ Oversight Committee will be restricted to individuals who reside in Marin County. Participants on the Citizens’ Oversight Committee will be required to submit a statement of financial disclosure and participation will be restricted to individuals without economic interest in any of the Authority’s projects. The Citizens’ Oversight Committee may create subcommittees to monitor the deliberations of the Board of Directors, Operations Committee, and the Advisory/Technical Committee. The Board of Directors shall appoint participants to Citizens’ Oversight Committee from applications received as set forth below:

- Five participants, each residing in one of these five general geographical areas: West Marin, Novato, San Rafael, Central Marin, and Southern Marin.
- One participant from a taxpayer organization of Marin County.
- One participant from environmental organizations of Marin County.
- One participant from FIRESafe MARIN or similar fire prevention organization.
- One participant from a non-partisan civic organization such as League of Women Voters.

The COC Subcommittee met on August 10, 2020 to refine the COC application and established an application period of August 26, 2020 through September 23, 2020. After soliciting applications, the MWPA received 32 applications for the nine positions on the COC. The COC
Subcommittee met on September 28, 2020 to work through the 32 applications and make a recommendation for the nine (9) COC members to the Board of Directors.

Here is a listing of the 32 applicants sorted by which category they applied to be a member of the COC in (note, some applicants applied for multiple categories):

Central Marin:
- Arlas, Ron
- Becker, Ann
- Biggs, Genevieve
- Block, Martin
- Cerio, Michael
- Chu, Larry
- Dilworth, Lucy
- Fallat, John
- Kamerick, Michael
- Keese, Stephen
- Sagues, Matt

San Rafael:
- Bock, Robert
- Karsenti, Pascal
- Malone, Leonard
- Minkes, Larry
- Randolph, Pat

Novato:
- Bartel, Bruce
- Hill, James
- Suggs, Rebecca
- White, Kay

West Marin:
- Gaman, Thomas
- Longstreth, Carolyn
- Rechstschaffen, Taylor
- Rutledge, Johnny

Southern Marin:
- Lim, Victoria Yeon Sun
- Passero, Michelle
Perrey, Max
Solorzano-Vincent, Lorena

Taxpayer Group:
Cole, Kingston
Keese, Stephen

Environmental Group:
Block, Martin
Gaman, Thomas
Keese, Stephen
Longstreth, Carolyn
Minkes, Larry
Thomas, Terri

Fire Prevention Group:
Becker, Ann
Block, Martin
Dilworth, Lucy
Gaman, Thomas
Keese, Stephen
Meagor, Roger
Minkes, Larry
Perrey, Max
Randolph, Pat
Suggs, Rebecca
White, Kay

Civic Group:
Arlas, Ron
Dilworth, Lucy
Gamon, Thomas
Horne, Shaun
Keese, Stephen
Randolph, Pat
Suggs, Rebecca

For a complete listing of the COC applications (personal information redacted), please use this link: https://www.marinwildfire.org/combined-applications
ANALYSIS:

The COC Subcommittee was impressed with both the quantity and quality of the applicants. The quality of the applicants made for very difficult decisions.

The COC Subcommittee members discussed the need to make sure that the recommendations included people with experience in financial oversight, and the balance of the variety of skills, abilities, experiences and resources reflected in the applicants. The Subcommittee members uniformly noted that the pool of the 32 applicants across the nine (9) positions was an exceptionally talented group of volunteers.

The Subcommittee members began discussing the applicants by each of nine (9) pools of applicants and weighed each applicant’s potential contributions to the COC then selected the applicant whom the Subcommittee felt would be the most appropriate individual and collective participant.

The recommended applicants by category are listed as follows:

Taxpayer Group - Kingston Cole  
Environmental Group - Larry Minikes  
Civic Group - Stephen Keese  
Fire Prevention Group - Lucy Dilworth  
Novato Area - Rebecca Suggs  
San Rafael Area - Pat Randolph  
Central Marin Area - Larry Chu  
Southern Marin Area - Max Perrey  
West Marin Area - Carolyn Longstreth

Upon forming the COC, the members will need to work with MWPA Staff, the Board of Directors and Legal Counsel to identify appropriate lengths of term and balance of term expirations.

Due to the extensive talent in the applicant pool, the Subcommittee recommends the inclusion of some of the applicants in other portions of the MWPA structure, such as members at large for the Advisory/Technical Committee. This option can be discussed at future Board of Director Meetings.

Upon approval of this recommendation, the Executive Officer will draft acceptance or notice of regret letters (as applicable) to each of the applicants.

FISCAL IMPACT:

No financial impact at this time as this is a volunteer group.

ENVIRONMENTAL REVIEW:

The Board’s consideration of appointment of the recommended COC applicants 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
MARIN WILDFIRE PREVENTION AUTHORITY

STAFF REPORT

For the Meeting of October 15, 2020

To: Marin Wildfire Prevention Authority Board of Directors

From: Mark Brown, Executive Officer

Subject: Update on Senior Low-Income Exemption Process

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RECOMMENDATION:

Authorize staff to evaluate the requests for late filed exemptions and potential options for an appeal process.

BACKGROUND:

An important aspect of the Measure C campaign, which created the funding source for the Marin Wildfire Prevention Authority (MWPA), was the inclusion of a Low-Income Senior Exemption. After the passage of Measure C, much effort went into identifying the property owners who met the definition of senior citizen. In late May and early June, the attached flyer was sent to 27,605 homeowners over 65 years old (Attachment 1). As specified in the Ordinance adopted by Measure M, and stated on the flyer and MWPA website, applications for exemptions were due by June 30, 2020. In total, 2,122 exemptions were requested and 1,937 were granted. Most of the denials were due to improper documentation. NBS Customer Care, MWPA’s contractor administering the Low-Income Senior Exemption, reached out to each of the applicants regarding the deficiencies.

Following receipt of the Marin County tax bills in October, MWPA or NBS have received calls from residents inquiring about why they were not notified of the exemption and requesting information about an appeals process. To date, more than 100 residents have called about the exemption. Staff provided NBS with the mailing list so the company can cross-reference that list with the callers and inform them if the flyer was sent to them in the spring. At this time, we do not have an accounting of how many of these callers were on the mailing list for the flyer.

ANALYSIS:

The MWPA went beyond the legal requirements for notification of residents regarding the Low-Income Senior Exemption. With the physical mailers, discussion during public meetings and a large presence on our website, the Authority messaged the information regarding the exemption broadly. However, due to the large number of senior citizens in Marin County, their varying levels of engagement and how messages are received – coupled with the fact that this is the first
time they will see the MWPA on their tax bill, it is reasonable that people legitimately did not know about the tax exemption.

Staff has reached out to other agencies that have similar tax exemptions to identify how they handle such issues. Some agencies have no appeals process while some agencies have a process handled by staff or a subcommittee.

The criteria for the exemption and the process for filing for the exemption are indicated on the attachment, which is a copy of the notification mailer sent in May/June 2020.

Staff recommends exploring the establishment of an appeals process that may allow a retroactive approval of the exemption and a return of the Measure C tax assessment to qualified low-income senior citizens.

FISCAL IMPACT:

There is no fiscal impact at this time. If your Board approves the exploration of an appeals process an accurate fiscal impact will be included.

ENVIRONMENTAL REVIEW:

The Board’s consideration of the low-income senior exemption notification and potential appeal process 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: 8a-MWPA MarinFire3_TBWB_SeniorPostcard_5[2].pdf
ATTENTION HOMEOWNERS AGE 65 AND OVER

You May be Eligible for an Exemption from Measure C
In March, Marin County voters passed Measure C, a parcel tax measure, to create the Marin Wildfire Prevention Authority (MWPA). The MWPA was formed to develop and implement a comprehensive wildfire prevention and emergency preparedness program for Marin County. Key elements of this program include:

- Vegetation management
- Wildfire detection & evacuation program improvements
- Grants to residents with access and functional needs and/or low-income residents to reduce fire risk on their properties
- Public education about preparing for wildfire
- Defensible space evaluations
- Local wildfire prevention mitigation

This property tax will cost homeowners 10 cents per building square foot annually.

There is a senior exemption available to homeowners who meet the following criteria:

- Owner must be 65 years old, or older, by July 1, 2020
- Property must be an owner-occupied, single family residence
- Household income is equal to or lower than the U.S. Department of Housing and Urban Development (HUD) income limits used to determine eligibility for assisted housing programs; calculated on number of people in household:
  - 1 Person $97,600 · 2 People $111,550 · 3 People $125,500 · 4 People $139,400

For more information on eligibility, how to apply and the application for a senior exemption, visit [www.marinwildfire.org/senior-exemption](http://www.marinwildfire.org/senior-exemption) or call (800) 676-7516.

Applications must be received or postmarked by June 30, 2020 to be considered for the 2020–2021 tax year.

Wildfire season is upon us, and this program is critical to the safety of Marin residents. This exemption is optional so if you would like to contribute to wildfire safety in your neighborhood, you can choose to not apply for the exemption.
MARIN WILDFIRE PREVENTION AUTHORITY

For the Meeting of October 15, 2020

To: Marin Wildfire Prevention Authority Board of Directors

From: Megan Holt Acevedo, General Counsel
       Mark Brown, Executive Officer

Subject: CONSIDER AND APPROVE A DRAFT REQUEST FOR PROPOSAL (RFP)
FOR ENVIRONMENTAL CONSULTING SERVICES

RECOMMENDATION:

That the Board of Directors consider and approve the draft RFP for Environmental Consulting Services for the MWPA, and authorize staff to issue the RFP based on the recommended timeline.

BACKGROUND:

The MWPA Board of Directors has recognized from the inception of the Authority that environmental review for its projects is required and necessary for transparency, for compliance with CEQA and to establish and support and best practices for the work underway and planned during the course of MWPA’s existence.

This draft Request for Proposal (RFP) is intended to initiate the environmental review process, and along with the next item on the Board agenda requesting authorization to retain specialized Environmental Legal Counsel Services to assist with MWPA Environmental Consulting Services. Staff has determined that these two requests for Board approval to proceed are necessary components to establish a sound environmental review basis now and in the future.

As a result, with this draft RFP, the MWPA is seeking an environmental planning and review consultant, firm or team services to prepare an Initial Study and additional documentation to comply with the California Environmental Quality Act (CEQA) for vegetation management, defensible space and hazard mitigation projects within its jurisdictional boundaries in Marin County, CA.

The Initial Study/CEQA compliant documents will be prepared in a manner consistent with MWPA, State, California Coast Commission (if necessary), local requirements and current CEQA guidelines.

The MWPA recognizes that a detailed Initial Study will be required for the Core program projects, including vegetation management and related projects. Staff believes that the MWPA may have an opportunity to tier off of the existing California Board of Forestry and Fire
Protection’s California Vegetation Treatment Program (CalVTP) Program Environmental Impact Report (PEIR) for these project elements. Other project elements may require filing of categorical exemptions.

If the RFP is issued as drafted or amended by the Board on the proposed timeline, the consultant, firm or team will be asked to exercise best effort to complete the RFP requirements within six (6) months of project initiation.

The RFP identifies that the MWPA is the program manager for its Core program and projects. In addition, MWPA funds and coordinates with its seventeen (17) local member agencies on projects and programs within member agencies’ boundaries. The projects and programs will promote environmental improvement and carbon sequestration in addition to meeting wildfire prevention goals. Examples of the type of work undertaken by the MWPA and agency members are the specific programs and projects that have been identified for fiscal year 2020-21, which are outlined in greater detail in the 2020 Work Plan, which has been attached as Exhibit A to the RFP.

CEQA compliance is required for the MWPA Core program projects and for local agency projects. Staff recognizes that the selected consultant, firm or team will be responsible for ushering the Core program through all CEQA review and will be responsible for processing and permitting leading to CEQA clearance. CEQA documents must be developed in a manner acceptable for both CEQA and if necessary, Coastal permitting.

In addition, MWPA local agency members will be responsible for complying with CEQA for the projects undertaken by the local agency. Those local agencies may wish to enlist the assistance of the consultant, firm or team to achieve CEQA compliance. This assistance is not currently within the scope of this RFP and will not fall under the agreement between the MWPA and the consultant, firm or team. However, when requested by local agencies, the MWPA recommends that the consultant, firm or team offer a “piggyback” contract to those agencies under similar terms to those terms agreed to by MWPA and the consultant, firm or team.

The RFP anticipates that the MWPA projects will necessitate varying ranges of CEQA compliance and depending upon the timing, the contracted consultant, firm or team may be required to respond to CEQA compliance for multiple programs and projects concurrently. Familiarity with the California Board of Forestry and Fire Protection’s California Vegetation Treatment Program (CalVTP) Program Environmental Impact Report (PEIR) and the potential for tiering environmental analysis for MWPA projects off of the CalVTP PEIR, while not required, is highly recommended. The environmental document(s), one prepared, must consider the potential cumulative impacts of MWPA programs and projects in addition to any other potential projects within the jurisdiction boundary, as required by CEQA.

In summary, with this RFP, the MWPA will be requesting an immediate proposal for professional services for CEQA compliance for the work referenced in the 2020 Work Plan and FY 2021-22 Work Plan. The RFP also requests a proposal for a potential comprehensive environmental review covering more than a single annual Work Plan. The scope of the consultant, firm or team services
desired by the MWPA generally includes completing the necessary CEQA administrative and
documentation requirements on behalf of the MWPA, from project submittal to entitlement.

Finally, staff has been compiling a list of environmental consultants, firms and teams from its
member agencies, and from interested citizens and environmental groups in the County. This
contact list will be used as the basis for mailings the RFP to obtain the widest possible range of
qualified consultant, firm or team responses.

**FISCAL IMPACT:**

The FY2020-21 budget, approved in June 2020, allocated $150,000 for Environmental
Compliance/Monitoring. Staff anticipates that the RFP for Environmental Consulting services
will generate proposals within that budget allocation.

**ENVIRONMENTAL REVIEW:**

The Board’s consideration of issuance of a Request for Proposal (RFP) for Environmental
Services is not a “project” under the California Environmental Quality Act, because it does not
involve an activity which has the potential to cause a direct or reasonably foreseeable indirect

Respectfully submitted,

Megan Holt Acevedo, General Counsel
Mark Brown, Executive Officer

**ATTACHMENTS:**  Draft Request for Proposal (RFP), including Exhibit A, the MWPA 2020
Work Plan, and Exhibit B, a Professional Services Agreement Template
REQUEST FOR PROPOSALS

Environmental (CEQA) Compliance Consulting Services for Wildfire Prevention/Hazard Mitigation Projects

October 2020

PROPOSALS DUE:
MONDAY, NOVEMBER 30, 2020
by 5:00 PM
I. OVERVIEW AND BACKGROUND

The Marin Wildfire Prevention Authority (MWPA) is seeking environmental consultant services to prepare an Initial Study and additional documentation to comply with the California Environmental Quality Act (CEQA) for vegetation management, defensible space and hazard mitigation projects within its jurisdictional boundaries in Marin County, CA.

The Initial Study/CEQA compliant documents will be prepared in a manner consistent with MWPA, State, California Coastal Commission (if necessary), local requirements and current CEQA guidelines.

The MWPA is a newly formed 17-member Joint Powers Authority (JPA) created with the support of Marin County residents who passed Measure C in March 2020 with 70.8% voter approval. This historic wildfire prevention measure will fund proactive state-of-the-art wildfire prevention and preparedness efforts in Marin for the next ten years with approximately $20M a year in authorized funding.

The MWPA is the program manager for its Core program and projects. In addition, MWPA funds and coordinate with its seventeen (17) local member agencies on projects and programs within member agencies’ boundaries. The projects and programs will promote environmental improvement and carbon sequestration in addition to meeting wildfire prevention goals. Examples of the type of work undertaken by the MWPA and agency members are the specific programs and projects that have been identified for fiscal year 2020-21, which are outlined in greater detail in the 2020 Work Plan attached as Exhibit A to this Request for Proposals.

Key elements of the MWPA program include:

1. Vegetation Management
   Through multiple strategies (work crews, goats, contractors and machinery) the MWPA will fund efforts to reduce fuels and help to ensure that we are implementing the most cost-effective practices for fuel reduction on an ongoing basis.

2. Wildfire Detection & Evacuation Program Improvements
   The MWPA will implement safety measures that will improve early wildfire detection, warning and alerts as well as improve disaster evacuation routes for organized evacuation.

3. Grants
   The MWPA will provide a local grant program to ensure that residents with access and functional needs, seniors, and financially disadvantaged persons can reduce fire risk of their properties and residences and in the greater surrounding community. In addition, the MWPA will seek grants and will seek to leverage local investments for wildfire prevention and disaster preparedness programs.

4. Public Education
   The MWPA will provide expert information and assistance to help the public reduce wildfire risk, prevent wildfires and be prepared for potential disaster. Additionally, the MWPA will support FIRESafe MARIN community outreach efforts.
5. Defensible Space Evaluations
Funding will be allocated to expand and enhance defensible space home evaluations to ensure properties meet fire and building codes, as well as to provide education residents and occupants to reduce the vulnerability of a home or other structure. This work could be done by the JPA with a shared service model or by the responsible fire agency.

6. Local Wildfire Prevention Mitigation
The MWPA will provide local funding to JPA members for local wildfire mitigation projects specific to the agency member service area.

CEQA compliance is required for the MWPA Core program projects and for local agency projects. Local agency members are responsible for CEQA documentation and compliance for the local agency projects. The selected consultant will be responsible for ushering the MWPA Core program projects through all CEQA review and be responsible for processing and permitting leading to CEQA clearance. CEQA documents must be developed in a manner acceptable for both CEQA and if necessary, Coastal Commission permitting. In addition, if local member agencies do not opt for local control of defensible space and home hardening, MWPA may utilize the consultant’s services to complete CEQA analysis for those projects.

It is anticipated that the MWPA projects will necessitate varying ranges of CEQA compliance and depending upon the timing, the contracted consultant may be required to respond to CEQA compliance for multiple programs and projects concurrently. The consultant should be familiar with the California Board of Forestry and Fire Protection’s California Vegetation Treatment Program (CalVTP) Program Environmental Impact Report (PEIR) and the potential for tiering environmental analysis for MWPA projects off of the CalVTP PEIR. The environmental document(s) prepared by the consultant must consider the potential cumulative impacts of MWPA programs and projects in addition to any other potential projects within the jurisdiction boundary, as required by CEQA.

In summary, the MWPA is requesting an immediate proposal for professional services for CEQA compliance for the Core Program work referenced in the 2020 Work Plan and work planned for the FY 2021-22 Work Plan. The MWPA is also requesting a proposal for a potential comprehensive environmental review covering a span of several years. The scope of consultant services desired by the MWPA generally includes completing the necessary CEQA administrative and documentation requirements on behalf of the MWPA, from project submittal to entitlement.

II. SCOPE OF WORK
For the purposes of this RFP, the MWPA recognizes that a detailed Initial Study will be required for the Core program projects that are not exempt from CEQA, including vegetation management and related projects. MWPA believes there may be an opportunity to tier off of the CalVTP PEIR for these project elements. Other project elements may utilize categorical exemptions and will require the preparation of notices of exemption. The selected consultant will be responsible for preparing and filing documentation, as appropriate to the needs of the project. The consultant will exercise best efforts to complete the RFP requirements within six (6) months of project initiation. If previously unforeseen issues arise the consultant will immediately contact the MWPA to discuss any needed changes to scope of work, budget, and/or schedule.
MWPA local agency members will be responsible for complying with CEQA for the projects undertaken by the local agency. Those local agencies may wish to enlist the assistance of the consultant, firm or team to achieve CEQA compliance. This assistance is not currently within the scope of this RFP and will not fall under the agreement between the MWPA and the consultant, firm or team. However, when requested by local agencies, the MWPA recommends that the consultant, firm or team offer a “piggyback” contract to those agencies under similar terms to those terms agreed to by MWPA and the consultant, firm or team.

Interested consultants are encouraged to prepare a proposal to provide the following services:

**TASK 1. Initial Study:**
The consultant will prepare an Initial Study to evaluate potential environmental impacts associated with the Core program work referenced in the 2020 Work Plan and work planned for the FY 2021-22 Work Plan. The Initial Study shall be completed using the environmental checklist included in State CEQA Guidelines and/or the checklist associated with the CalVTP PEIR. The consultant will review submitted project associated studies/surveys/technical reports and will determine which resource areas require additional studies, surveys and/or technical analysis. Assessment will include (but is not limited too) description in detail of the following topics in accordance with current CEQA guidelines and requirements:

- a) Aesthetic
- b) Agriculture / Forestry Resources
- c) Air Quality
- d) Biological Resources
- e) Cultural Resources
- f) Energy
- g) Geology/Soils
- h) Greenhouse Gas Emissions
- i) Hazards & Hazardous Materials
- j) Hydrology/Water Quality
- k) Land Use/Planning
- l) Mineral Resources
- m) Noise
- n) Population/Housing
- o) Public Services
- p) Recreation
- q) Transportation/Traffic
- r) Tribal Cultural Resources
- s) Utilities/Service Systems
- t) Wildfire
- u) Cumulative Impacts Analysis
- v) Mandatory Findings of Significance

**Deliverable:** Consultant will prepare draft/final initial study for MWPA staff and counsel review. The consultant will confirm with MWPA staff and counsel the appropriate policies, plans and regulatory thresholds used in the analysis. Identified impacts shall be designated as significant or insignificant pursuant to the criteria set forth in CEQA (Public Resources Code §§ 21000 et seq.) and the State CEQA Guidelines (California Code Regulations, §§ 15000 et seq.).

**TASK 2. Preparation of Negative Declaration, Mitigated Declaration or Environmental Impact Report, as appropriate (either task 2A or 2B):**

After completing the Initial Study, the consultant will assist the MWPA as follows:

**TASK 2A. Completion of a Negative Declaration (ND) or Mitigated Declaration (MND).** The consultant will provide a ND or MND identifying appropriate mitigation measures to reduce impacts to below a level of significant. The ND or MND shall meet all of the requirements set forth in CEQA (Public Resources Code §§ 21000 et seq.) and the State CEQA Guidelines.
Or

**TASK 2B. Completion of an Environmental Impact Report (EIR).** If the initial study finds that significant impacts are created by the proposed project, then an EIR may be required. The EIR shall meet all of the requirements set forth in CEQA (Public Resources Code §§ 21000 et seq.) and the State CEQA Guidelines (California Code Regulations, §§ 15000 et seq.).

It is anticipated that Task 2A or 2B will require MWPA review of draft documents prior to finalization. Therefore, the consultant should assume the preparation of internal administrative drafts of the document. The consultant will be required to participate in conference calls and/or meetings with MWPA staff, General Counsel and outside counsel as needed to discuss the MWPA’s questions or issues.

**Deliverable:** Three (3) hard copies and one (1) electronic copy of the Draft IS/ND/MND or EIR.

**Meeting:** Participation in conference calls to discuss review and findings.

**TASK 3. Circulation of Environmental Documents/Determination:**
Upon receipt of the MWPA’s comments and finalization of the Initial Study, the consultant will address the MWPA’s revisions and comments and will prepare a Draft ND/MND or EIR for public release. Consultant will be responsible to distribute copies of the document and appropriate notices to the State Clearinghouse and other responsible public agencies per the State CEQA Guidelines (specifically Articles 5, 6 and 7). The consultant will assist the MWPA with preparation and filing of all required notices for the Environmental determination and will provide the MWPA with a list of all mailings for the administrative record. The MWPA shall be responsible for any filing fees. Additionally, the consultant would be responsible for any required consultations (including Tribal Consultations) required under the CEQA Guidelines.

**Deliverable:** Distribute hard copies of the IS/ND/MND or EIR as required in the CEQA Guidelines (specifically Articles 6 and 7). Prepare Notice of Intent or Notice of Preparation as required and file with County and City Clerks. Complete required consultations.

**TASK 4. Response to Comments and Final Environmental Determination (If Required):**
If required by CEQA, the consultant will respond to public comments received and will prepare a response to comments document for the Final CEQA document. Consultant will provide proposed responses to public comments in the form of a memorandum to the MWPA for review and approval before finalizing the CEQA document.

**Deliverable:** One (1) memorandum/letter will be emailed containing proposed responses to public comments.

**TASK 5. Mitigation Monitoring and Reporting Program (MMRP), (If Required):**
The consultant will prepare a draft and final MMRP for inclusion in the Final CEQA document, pursuant to Section 21081.6 of the Public Resources Code. Consultant will submit to MWPA staff and counsel for review and approval (if required). In addition, consultant may be asked to provide mitigation monitoring in association with an MMRP.
Deliverable: One (1) electronic copy of the MMRP.

TASK 6. Public Hearings:
The consultant will attend, as necessary, Board Meetings and/or local jurisdictional meetings to answer any project questions that may arise related to the CEQA analysis.

Deliverable/meetings: Consultant to attend Board Meetings and/or local jurisdictional meetings. Assume eight (8) public meetings.

TASK 7. Notice of Determination:
Consultant will distribute copies of the appropriate document(s) and appropriate notifications to the State Clearinghouse and other responsible public agencies per the State CEQA Guidelines (specifically Articles 6 and 7) after an environmental determination has been adopted by the MWPA Board of Directors.

Deliverable: Consultant to prepare and distribute notice of determination.

TASK 8. Environmental Consulting Services Related to Future Submitted Projects:
The consultant would be available for contracted environmental services for future proposed projects proposed for FY 2022-23 and beyond. Consultant will meet with MWPA staff to obtain an understanding of future projects and to preliminarily guide MWPA staff as to the necessary CEQA compliance efforts required.

Deliverable: Consultant to provide a written summary of availability for environmental consultant services related to future short-term and long-term program and project CEQA compliance review. While it is understood that the remaining projects are not yet clearly defined, the written summary should also consider estimated costs and agreeable provisions to amend the contract to facilitate CEQA review of said projects.

Meeting: Participation in a conference call and on-site or online meeting to discuss review and findings.

III. SCHEDULE
October 19, 2020 – Notice inviting Request for Proposals/Qualifications released
November 30, 2020 – Proposals due
December/January 2020 – Consultant selection approved by MWPA Board of Directors and Notice to Proceed

IV. SELECTION CRITERIA/QUALIFICATIONS
Primary consideration will be given to proposals that demonstrate the highest qualifications and understanding of the project scope. Consultants submitting proposals should meet the following criteria and provide information acknowledging these qualifications:

- Have dedicated staffing (including peer review ability of CEQA related studies provided by the MWPA), and equipment, technical and financial resources for performance and experience providing contract CEQA services to a public agency;
- Have adequate equipment, technical and financial resources for performance, or demonstrate the ability to obtain such resources as required during performance;
- Have the ability to cooperatively interface and have timely responsiveness with MWPA staff,
and Board Committees;

• Have experience with environmental analysis for vegetation management and other wildfire prevention methods;
• Be otherwise qualified and eligible to receive a contract award under applicable laws and regulations.

V. RESPONDENT SUBMITTAL REVIEW REQUIREMENTS

The selected consultant will demonstrate and describe how their experience qualifies them to be selected to provide the requested CEQA services and the RFP submittal package shall include:

1. A letter of transmittal.
2. Description of the company, its competencies and experience, as well as education and experience of each team member and emphasize experience relevant to the assignment.
3. An explanation of consultant’s understanding of the MWPA’s needs related to this project, as outlined in the Scope of Work, including a detailed description of the methodology, approach and specific tasks.
4. Background and experience, including résumés of key staff involved and brief examples of similar completed project scopes that these staff members have contributed to. Identify the project manager.
5. A description of the consulting team and a consultant staffing and management plan to be used to complete the project scope of work.
6. A description of consultant’s capabilities and ability to complete the outlined scope of work.
7. A cost estimate for each of the tasks outlined in Section II Scope of Work and all services included in this proposal and all personnel and billing rates.
8. Provide a timeline to complete all tasks.
9. Provide relevant samples of work.
10. Provide a relevant list of project references. A minimum of three references should be included in an appendix to the proposal, as follows:

   o Project type (public/private, size, location, etc.)
   o List public/private contact by agency/company and individual contact along with address, phone number and email address (if available).

11. A commitment to negotiate in good faith and a Professional Services Agreement (see attached draft) for completion of the tasks outlined in the scope of work, including a not-to-exceed compensation total for expenses and reimbursables.

A complete proposal containing five (5) copies, including all pertinent information and references as requested. The submittal package shall be comprehensive, well-organized, concise and limited in size. Samples of documents and photographs that the respondent has prepared for similar projects should be included. If large, and/or multiple sample projects are to be submitted, please send an abridged written summary of each and digital files of the actual documents and photographs. (Hard cover binders are not acceptable.)

VI. LIMITATIONS

1. All reports and pertinent data and/or materials shall be the sole property of the MWPA and may not be used or reproduced in any form without the explicit written permission of the Authority.
2. All submittals become the property of the MWPA, regardless of whether the MWPA enters into a contract with the consultant, and no submittals will be returned to a
consultant. In accordance with California law relating to access to public records, the MWPA may be required to publicly disclose all submitted information and materials to third parties requesting such information. At the MWPA’s sole discretion, it may delay disclosure of submittals until negotiations with the selected consultant(s) has concluded, if such disclosure would compromise the MWPA’s negotiating position. If the submitting consultant claims that any submitted information constitutes a trade secret or is proprietary, the bidder shall identify the trade secret or proprietary information in the submittal. Hourly rates and pricing are not considered a trade secret or proprietary information.

3. This RFP does not commit the MWPA to award a contract, to pay any costs incurred in the preparation of the proposal response to this request, or to produce or contract for services or supplies. The MWPA reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP if it is in the best interest of the MWPA to do so. The MWPA may require the selected consultant to participate in negotiations and to submit such price and technical or other revisions to their proposals, as may result from negotiations.

4. The MWPA has the authority to terminate its contract with the consultant at any time during the period of the study if it is found by the MWPA that the consultant’s performance is not satisfactory.

5. All proposers are hereby notified that, during any prospective performance, consultant must agree to provide Equal Employment Opportunity and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, national origin, sexual orientation or HIV positive findings. Such actions shall include but are not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeships.

6. In the event of consultant’s noncompliance with the non-discrimination provisions of the prospective contract, the MWPA shall impose such contract sanctions as it may determine to be appropriate including, but not limited to, withholding of payments to consultant under the contract until consultant complies and/or cancellation, termination, or suspension of the contract, in whole or in part.

VII. INSURANCE REQUIREMENTS
The consultant shall maintain the minimum insurance during the duration of the project described in the attached sample of standard form of agreement.

Please note the agreement will not be executed by the MWPA until after the consultant is selected and the appropriate insurance certificates are received and approved by the MWPA.

VIII. FORM OF AGREEMENT
The consultant will enter into an agreement with the MWPA based upon the contents of this RFP, the consultant’s proposal, and a standard form of agreement attached hereto. The consultant should describe any exceptions to the standard form of agreement in the proposal and the MWPA also reserves the right to modify the service agreement.

IX. FILING AND SELECTION PROCESS
The MWPA Executive Officer (or assigned MWPA staff) will evaluate all proposals according to the demonstrated technical competence and suitability of the prospective consultant. The selection
process may involve narrowing the total number of interested parties to a short list. These consultants may be interviewed, with one consultant being recommended for selection by the MWPA Board of Directors, which will make the final selection and award the contract.

The MWPA reserves the right to disqualify submittals based on insufficient response to this Request for Proposals. The MWPA also reserves the right to negotiate specific requirements and costs.

X. PUBLIC RECORDS
All submittals become the property of the MWPA, regardless of whether the MWPA enters into a contract with the consultant, and no submittals will be returned to a consultant. In accordance with California law relating to access to public records, the MWPA may be required to publicly disclose all submitted information and materials to third parties requesting such information. At the MWPA’s sole discretion, it may delay disclosure of submittals until negotiations with the selected consultant(s) has concluded, if such disclosure would compromise the MWPA’s negotiating position. If the submitting consultant claims that any submitted information constitutes a trade secret or is proprietary, the bidder shall identify the trade secret or proprietary information in the submittal. Hourly rates and pricing are not considered a trade secret or proprietary information.

All proposals must be received at Marin Wildfire Prevention Authority (MWPA) office by:
5:00 p.m. on Monday, November 30, 2020

MWPA Contact: Please direct all questions, correspondence, and proposals to:

Mark Brown, Executive Officer
Marin Wildfire Prevention Authority (MWPA)
28 Liberty Ship Way, Suite 2800
Sausalito, CA 94965
(415) 539-6972
mbrown@marinwildfire.org

Attachment A: MWPA FY2020-21 Adopted Work Program
Attachment B: Standard Form of Agreement

For further background information, please visit the MWPA’s website at: http://marinwildfire.org.
2020 Work Plan

Marin Wildfire Prevention Authority

A proposal to immediately implement a variety of public safety projects to meet the goals of the MWPA and Measure C Wildfire Prevention tax measure
Marin Wildfire Prevention Authority

2020 Work Plan

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Executive Summary

The Marin Wildfire Prevention Authority, consisting of 17 Marin agencies and funded by a voter approved parcel tax (2020 Measure C) is tasked with improving Wildfire Safety for all of Marin residents, businesses and visitors. Recognizing the urgent need and community expectation for swift action, the MWPA Operations Group has developed this Work Plan for Board approval. This plan outlines projects in each of the JPA programmatic areas and outlines a path forward.

Background and Methodology

Northern California and adjoining North Bay counties have experienced the deadliest and most destructive wildfires in its history in 2017 and 2018. Most structures in our county are particularly vulnerable to wildfire threats; and people live in communities that face near-term public safety threats given their location. Certain residents are further vulnerable given factors such as age and lack of mobility. The tragic loss of life and property in the town of Paradise during the recent 2018 Camp Fire further demonstrates such vulnerability.

This MWPA 2020 Work Plan builds upon existing fire protection, prevention, and mitigation efforts, the 2016 Marin Community Wildland Protection Plan (CWPP), 2017 Lessons Learned Report, a 2018 NFPA Report entitled, “Wildfire Risks: 3 Powerful Tips to Move People to Action,” the 2018-2019 Marin County Civil Grand Jury Report entitled: Wildfire Preparedness—A New Approach, Fire Safe Marin, and Firewise Neighborhoods across Marin. The MWPA also welcomes review and participation from the Citizen’s Advisory Committee, and all stakeholders from the community, including but not limited to the newly formed Ecologically Sound Practices (ESP) group.

Based on community feedback and the immediacy of the wildfire threat to Marin County, the Joint Powers Agreement (JPA) that forms the MWPA specifically allows for an accelerated start. In order to quickly standup the JPA and accomplish critical work, an Operations Sub-Committee was tasked to create a draft work plan based on identified programmatic areas identified in the initiative. Recognizing the need for urgent action, the operation group recommends immediate and medium-term actions to help prevent destructive wildfires. This work plan demonstrates recommendations on priority vegetation fuel reduction projects, evacuation improvements, and public education that can help protect our Marin communities in the short term and place our county on a trajectory away from increasingly destructive fires and toward more a moderate and manageable fire regime.

Using locally developed “areas of concern” and vetted wildfire mitigation projects as a starting point, the operation group identified priority projects and programs to start addressing all the goals of the MWPA. These projects can be implemented almost immediately to protect communities vulnerable to wildfire. The projects are summarized in this plan according to program area, formatted under a worksheets template with descriptions (see table 6 and Appendix C).
It is important to note that Marin faces a backlog of vegetation management work, on both public and privately owned parcels. Thousands of acres are in need of treatment, and this work—once completed—must be repeated over the years to address vegetation life cycles. Also, while fuels treatment such as oak woodland thinning and creation of fire breaks can help reduce fire severity, wind-driven wildfire events that destroy lives and property may very likely still occur. Homeowners should focus on a “house out” approach to reduce hazards and reduce structural ignitability.

The recommendations in this work plan, while significant, are only part of the solution. They reflect the need for work to begin immediately as additional efforts are concurrently pursued. While the work, as outlined in this plan begins with Measure C funds, additional work focused on protecting lives and property through home hardening and other measures will be vigorously pursued by the MWPA and stakeholders at all levels. Marin must adopt an “all of the above” approach to protecting public safety and maintaining the health of our open space and ecosystems.

**MWPA Guiding Principals**

As a public service agency, dedicated to the safety of our community, agency staff and volunteers, the MWPA has outlined the following as recommended guiding principles and overall operational intent.

- Public Safety and Risk Reduction
- Transparent and effective use of public funds
- Coordination and collaboration among agencies and residents
- Incentivize voluntary compliance through education and support before fines and penalties
- Ecologically sound practices
- Social and environmental equity
Funding and Program Area Overview

Measure C is the financial support for the 17 agency JPA, known as the MWPA. Measure C is expected to raise an estimated $19.3M annually. Per the initiative’s language and MWPA adopted ordinance, it divides the use of these funds into 6 categories or programmatic areas each containing specific bodies of work. The first four categories are known as the **CORE**. There are two additional categories: Defensible Space Evaluations/Home Hardening can be shared services or local control; and Local Wildfire Prevention Mitigation which is specifically identified for local control; these program areas are identified in table 1. The 17 agencies from across Marin have been grouped into 5 operational boundaries identified in table 2. CORE details are in table 3. Defensible Space Evaluations – Home Hardening details in table 4. Local Wildfire Prevention Mitigation details in table 5. MWPA Program & Project Work Sheet Template table 6. Anticipated funding by agency and category see table 7.

**Table 1: Programmatic Areas**

<table>
<thead>
<tr>
<th>PROGRAM AREA</th>
<th>% OF FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>JPA CORE</td>
<td></td>
</tr>
<tr>
<td>• Wildfire Detection, Notification &amp; Evacuation Improvements</td>
<td></td>
</tr>
<tr>
<td>• Vegetation Management &amp; Fire Hazard Reduction</td>
<td></td>
</tr>
<tr>
<td>• Grants Management</td>
<td></td>
</tr>
<tr>
<td>• Public Education</td>
<td></td>
</tr>
<tr>
<td></td>
<td>60%</td>
</tr>
<tr>
<td>Defensible Space Evaluations – Home Hardening</td>
<td>20%</td>
</tr>
<tr>
<td>Local Wildfire Prevention Mitigation</td>
<td>20%</td>
</tr>
</tbody>
</table>

**Table 2: Operational Areas and Map**

<table>
<thead>
<tr>
<th>Agency</th>
<th>Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Novato Fire Protection District</td>
<td>Novato</td>
</tr>
<tr>
<td>City of San Rafael and Marinwood CSD</td>
<td>San Rafael Area</td>
</tr>
<tr>
<td>City of Larkspur, Kentfield Fire District, Sleepy Hollow Fire District, Town of Corte Madera, Town of Fairfax, Town of Ross and Town of San Anselmo</td>
<td>Central</td>
</tr>
<tr>
<td>City of Mill Valley and Southern Marin Fire District</td>
<td>South</td>
</tr>
<tr>
<td>Bolinas Fire District, County of Marin Fire, Muir Beach CSD, Inverness Fire District and Stinson Beach Fire District</td>
<td>West</td>
</tr>
</tbody>
</table>
The four main programs of the JPA Core have distinct and overlapping goals. The four areas are: 1) detection, notification, and evacuation; 2) vegetation management and fire hazard reduction, 3) grants, and 4) public education, and are listed below with example projects and efforts.

**Table 3: CORE area details**

<table>
<thead>
<tr>
<th>Emphasis</th>
<th>Protect Examples</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Wildfire Detection</strong></td>
<td>Detection Cameras, lookouts, linking to satellite systems, aircraft and vehicle patrols</td>
</tr>
<tr>
<td><strong>Notification</strong></td>
<td>Alert Marin, WEA, EAS, NOAA Weather Radios, Sirens, Pulse Point, Hi-Lo Vehicle Sirens, Red Flag Warning Signage</td>
</tr>
<tr>
<td><strong>Evacuation</strong></td>
<td>Evacuation Route Study, Mutual Threat Zone Maps, Parking Boxes, Public Evacuation Maps, Choke Point Reduction, Evacuation Route Signage, Evacuation Drills</td>
</tr>
<tr>
<td><strong>Physical Projects</strong></td>
<td>Evacuation Route Clearance, Shaded fuel breaks, defensible space work, grazing, fuel breaks, fire road maintenance, broom pulling, invasive plant control, chipper days, fire prone vegetation removal, hazardous tree removal, replanting, example gardens and homes</td>
</tr>
<tr>
<td><strong>Planning Projects</strong></td>
<td>CWPP update, update WUI maps, ordinance updates, compliance protocols</td>
</tr>
<tr>
<td><strong>People and Infrastructure</strong></td>
<td>Fuels Crews, Temporary housing for work crews, vehicles, equipment needs: masticators, chippers, saws, hand tools, project management and supervision, private contractors, volunteers</td>
</tr>
<tr>
<td><strong>Local</strong></td>
<td>Matching or direct needs based to qualifying individuals (seniors, AFN, etc.)</td>
</tr>
<tr>
<td><strong>State</strong></td>
<td>CA Climate Investments Fire Prevention Grant Program, Pire Prevention and Forest Health, Green Waste Bins</td>
</tr>
<tr>
<td><strong>Federal</strong></td>
<td>Hazard Mitigation Grants, Fire Prevention and Safety Grants, FEMA Pre-Disaster mitigation Program</td>
</tr>
<tr>
<td><strong>Private</strong></td>
<td>PG&amp;E, NFPA Firewise, Donations</td>
</tr>
<tr>
<td><strong>Stakeholder Collaboration</strong></td>
<td>FPOs, ESP, WMS &amp; Seasonal inspectors, residents, public inquiries, Master Gardeners, FSM</td>
</tr>
<tr>
<td><strong>Print Media</strong></td>
<td>Mass Media, brochures, handouts, mailers, newsletters, op-eds, bi-lingual</td>
</tr>
<tr>
<td><strong>Digital Media</strong></td>
<td>Social media, PSA for movie theaters, Social networking sites, Website</td>
</tr>
<tr>
<td><strong>Trainings</strong></td>
<td>Live webinars, workshops for residents, &amp; professionals, schools, bi-lingual</td>
</tr>
</tbody>
</table>

*Grant Management is in development and requires funding of a grant manager prior to implementation **FireSafe Marin (FSM) has prepared a proposed public education outreach campaign that can be quickly implemented to meet the immediate goals of the MWPA*
Table 4: Defensible Space Evaluations & Home Hardening

<table>
<thead>
<tr>
<th>Defensible Space Evaluations &amp; Home Hardening</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per the JPA agreements, the 17 MWPA agencies have the option to opt into a MWPA shared seasonal defensible space inspector program, or opt out into a locally controlled of Dspace/Home Hardening Evaluation program, or establish a hybrid model. Agencies opting to maintain local control will receive their proportionate amount of the 20% total JPA budgeted to defensible space and home hardening. With the approval of the work plan, agencies will be able to immediately begin implementing or expanding their existing Defensible Space and Home Hardening programs.</td>
</tr>
</tbody>
</table>

For the first year, the Defensible Space and Home Hardening programs will be established as follows:

1) Novato Fire Protection District
2) City of San Rafael and Marinwood CSD
3) Bolinas Fire District, City of Larkspur, County of Marin Fire, Muir Beach CSD, Inverness Fire District, Kentfield Fire District, Sleepy Hollow Fire District, Stinson Beach Fire District, Town of Corte Madera, Town of Fairfax, Town of Ross, and Town of San Anselmo
4) City of Mill Valley
5) Southern Marin Fire District

Abatement Program is under development
Funded with 2% of the total tax, the abatement program is currently being developed by the MWPA program. This program will strike a balance between the guiding principles of public safety, equity, and prioritizing education and incentives prior to full enforcement and abatement. Details of the Abatement program will be brought before the Board at a future date. Once approved by the board it will be funded.

Table 5: Local Wildfire Prevention Mitigation

<table>
<thead>
<tr>
<th>Local Wildfire Prevention Mitigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>The final 20% of Measure C funds are reserved for local jurisdiction control to address unique needs or projects not approved as part of the overall Core function. These projects remain consistent with the purpose of the MWPA and provide a higher level of service then was previously available.</td>
</tr>
</tbody>
</table>

Some projects presented as local projects, will likely be considered for CORE projects in future work plans after year one, once they establish a best-practice, serve as a pilot, or otherwise fit the goals of the JPA core with wide benefit (JPA agreement 9.b.).

Examples of potential projects include but are not limited to: Ignition Reduction Efforts, Community Wildfire Demonstration Gardens, Community Wildfire Home Hardening Demonstration Props, Electronic Message Boards, Essential Facility Hardening Projects, Fuel Crew Expansion, Additional targeted vegetation management, street widening for choke point reduction, evacuation drills, NOAA Weather Radios, Cost-share programs for resident home hardening for vegetation removal projects, or the expansion and acceleration of any of the other programmatic areas identified within the JPA Core or Defensible Space and Home Hardening.
Implementation Phases

Based on community need and expectations, as well as the variety of MWPA agency needs, a phased approach to project implementation has been established for year one. This work plan includes projects ready to begin implementation as part of Phase 1 as well as projects in progress that can be implemented in phases 2 and 3.

Phase 1 & 2: July 1, 2020 to July 31, 2020

Projects in phases 1 are immediately, or near immediately ready to begin. This includes projects such as public education, mailers, public evacuation maps, chipper days, vegetation reduction and other projects that have been pending funding. These projects have already been vetted through community processes or are directly supported by the establishment of the MWPA, such as Defensible space and home hardening inspections. Phase 1 projects are listed in this plan, with full project worksheets provided in the Appendices. With the acceptance of the Work Plan, the Board is encouraging the projects listed to proceed and demonstrating to the community an immediate return on their investment.

Projects in phase 2 have been prioritized and reviewed locally but may be pending environmental review, community input and/or are waiting for bids and contractors. Some projects are pending the availability of staff to support. These projects are listed in the plan, and full project sheets are included or will be brought to the board for review at a future date. By approving the Work Plan, the Board is telling the individual agencies to continue with their planning process. Project and program updates and outcomes will be brought before the full Board on a regular basis.

Phase 3: Jan 1 to July 31, 2021

Projects and program expenses in phase 3 relate to the capacity building of the MWPA itself. These include purchasing equipment, contemplation of hiring MWPA fuel crews, and completing projects with MWPA staff and equipment. These projects and programs are not directly included in the current work plan and will be brought before the board at a later date.
### Table 6: Program Project Work Sheets

<table>
<thead>
<tr>
<th>Location Zone**</th>
<th>Project Site – Jurisdiction/Agency-***</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project ID#*</td>
<td></td>
</tr>
</tbody>
</table>

**Action/Project**

This section includes a description of the proposed action or project. Include additional location details as needed.

- **What this means**: This section should explain in more detail what this action would mean to those impacted by it. Include project scope.

- **Rationale**: This section includes a discussion of why this project is important and how it fits into the goal of the MWPA. Reference a specific MWPA section/goal.

- **Declarations******: Declarations should address (Index) identification of existing programs in the JPA agreement/Measure C. Examples include: This expands an existing program; This accelerates an existing program(s); This is a new program, not possible without MWPA; Without MWPA this program would have been eliminated/reduced due to COVID-19 or other budgetary challenges.

- **Concerns & Challenges**: This section includes a discussion of political, legal, or cost feasibility concerns. List any anticipated challenges and opportunities to mitigate them.

- **Environmental level & ESP guide**: Ecologically Best Practices, CEQA requirements met such as Categorical exemption(s), negative-declarations, mitigated-neg. declarations, EIR, other

- **Stakeholders**: List of stakeholders—Be specific.

- **Timeline**: Provide a projected timeline. Include information about needed follow up action or a need to repeat seasonally.

- **Outcomes**: This section outlines the anticipated result of the item implementation.

- **Cost**: Include cost estimates

---

1. A project ID using the following method.

   **Agency Letters-Year-Funding Bucket- and two-digit sequential number:** If multiple agencies are involved, use the agency that will be the lead project manager. Funding Buckets should be identified as C-Core, D-D Space, and L-Local. Ex: NOV-2020-C01; SRN-2020-L03

2. (***) Zones are listed as

   Novato Zone, San Rafael Zone, Central Marin Zone, Southern Marin Zone, or West Marin Zone

3. (*** ) Project Site should be a geographic location/description followed by the Agency primarily impacted

4. (****) Declarations: Declarations should address (Index) identification of existing programs in the JPA agreement/Measure C. Examples include: This expands an existing program; or This accelerates an existing program(s); or This is a new program, not possible without MWPA; or Without MWPA this program would have been eliminated/reduced due to COVID-19 or other budgetary challenges.
Recently the Operations Group directed all MWPA participating agencies to resubmit their proposed projects and programs using the approved worksheet format to be funded under the Defensible Space/Home Evaluations and Local Mitigation categories only. This was done to allow for a proper carry over for next year. This means each agency had to look at the programs and projects that they have previously proposed and submitted and possibly modify or reprioritize them to fit within only those to funding categories. Agency programs and projects will not be allowed to be funded under the four CORE categories at this time. (Exception: The Fire Safe Marin proposed worksheets for the public education and chipper days, etc., will be included under the CORE, as well as the County wide evacuation route study and administrative needs for the organizations structure). This was also a good time to check in with those agencies within shared boundary zones to make sure they considered maximizing the community benefit in those areas.

Table 7: Anticipated funding levels for each agency by programmatic area

<table>
<thead>
<tr>
<th>Agency</th>
<th>Estimated Revenue</th>
<th>JPA Core 60%</th>
<th>JPA D-Space 20%</th>
<th>JPA Local 20%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bolinas Fire District</td>
<td>$117,283</td>
<td>$70,370</td>
<td>$23,457</td>
<td>$23,457</td>
</tr>
<tr>
<td>City of Mill Valley</td>
<td>$1,165,408</td>
<td>$699,245</td>
<td>$233,082</td>
<td>$233,082</td>
</tr>
<tr>
<td>City of San Rafael</td>
<td>$4,566,132</td>
<td>$2,739,679</td>
<td>$913,226</td>
<td>$913,226</td>
</tr>
<tr>
<td>City of Larkspur</td>
<td>$1,021,872</td>
<td>$613,123</td>
<td>$204,374</td>
<td>$204,374</td>
</tr>
<tr>
<td>County of Marin Fire</td>
<td>$1,601,729</td>
<td>$961,037</td>
<td>$320,346</td>
<td>$320,346</td>
</tr>
<tr>
<td>Muir Beach CSD</td>
<td>$29,781</td>
<td>$17,869</td>
<td>$5,956</td>
<td>$5,956</td>
</tr>
<tr>
<td>Inverness Fire District</td>
<td>$99,765</td>
<td>$59,859</td>
<td>$19,953</td>
<td>$19,953</td>
</tr>
<tr>
<td>Kentfield Fire District</td>
<td>$650,053</td>
<td>$390,032</td>
<td>$130,011</td>
<td>$130,011</td>
</tr>
<tr>
<td>Marinwood CSD</td>
<td>$322,060</td>
<td>$193,236</td>
<td>$64,412</td>
<td>$64,412</td>
</tr>
<tr>
<td>Novato Fire District</td>
<td>$4,742,496</td>
<td>$2,845,498</td>
<td>$948,499</td>
<td>$948,499</td>
</tr>
<tr>
<td>Sleepy Hollow Fire District</td>
<td>$222,954</td>
<td>$133,772</td>
<td>$44,591</td>
<td>$44,591</td>
</tr>
<tr>
<td>Southern Marin Fire District</td>
<td>$2,206,416</td>
<td>$1,323,850</td>
<td>$441,283</td>
<td>$441,283</td>
</tr>
<tr>
<td>Stinson Beach Fire District</td>
<td>$131,209</td>
<td>$78,725</td>
<td>$26,242</td>
<td>$26,242</td>
</tr>
<tr>
<td>Town of Corte Madera</td>
<td>$803,265</td>
<td>$481,959</td>
<td>$160,653</td>
<td>$160,653</td>
</tr>
<tr>
<td>Town of Fairfax</td>
<td>$480,972</td>
<td>$288,583</td>
<td>$96,194</td>
<td>$96,194</td>
</tr>
<tr>
<td>Town of Ross</td>
<td>$265,735</td>
<td>$159,441</td>
<td>$53,147</td>
<td>$53,147</td>
</tr>
<tr>
<td>Town of San Anselmo</td>
<td>$898,568</td>
<td>$539,141</td>
<td>$179,714</td>
<td>$179,714</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$19,325,698</strong></td>
<td><strong>$11,595,419</strong></td>
<td><strong>$3,865,140</strong></td>
<td><strong>$3,865,140</strong></td>
</tr>
</tbody>
</table>
MWPA Work Plan Project and Program Tracker

As part of the MWPA 2020 Work Plan process, the operations group has compiled a system tracker spreadsheet that provides a list of projects and costs by area that can be quickly viewed, compared and totaled. The below tables summarize the projects by zone. In addition, Appendix C provides details for each project in addition to multi-agency projects, defensible space programs, and FIRESAFE Marin’s comprehensive proposal.

<table>
<thead>
<tr>
<th>MWPA Work Plan Project and Program Tracker</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Novato Zone Local Wildfire Prevention &amp; Mitigation</strong></td>
</tr>
<tr>
<td>Item</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td><strong>FIRECLEAR Public Evacuation Map Printing and Mailing</strong></td>
</tr>
<tr>
<td><strong>NOAA Hazard Radios</strong></td>
</tr>
<tr>
<td><strong>Wildfire Structure Ignitability Mitigation Initiative</strong></td>
</tr>
<tr>
<td><strong>Vegetation Management Grants</strong></td>
</tr>
<tr>
<td><strong>Shaded Fuel Break at Marin Highland</strong></td>
</tr>
<tr>
<td><strong>Shaded Fuel Break near Seventh and Carmel</strong></td>
</tr>
<tr>
<td><strong>Fuel Break at Keithleen Dr.</strong></td>
</tr>
<tr>
<td><strong>Shaded Fuel Break and Ignacio Valley</strong></td>
</tr>
<tr>
<td><strong>Chipper Days</strong></td>
</tr>
</tbody>
</table>

<p>| Novato Local Zone Total | $830,800 |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Project ID</th>
<th>NTE Cost</th>
<th>Cost Description (as needed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goat Grazing In Marinwood</td>
<td>Goats grazing for fuel reduction in around Ellen Drive and Idyllberry</td>
<td>MRW-2020-L01</td>
<td>$15,000</td>
<td></td>
</tr>
<tr>
<td>Marinwood Vegetation Management Program</td>
<td>Establish defensible space and fuel breaks around Marinwood properties, in addition to improved evacuation routes.</td>
<td>MRW-2020-L02</td>
<td>$49,000</td>
<td></td>
</tr>
<tr>
<td>Open Space Rangers</td>
<td>Additional space to monitor and prevent ignitions in open space</td>
<td>SNR-2020-L01</td>
<td>$300,000</td>
<td>annual cost</td>
</tr>
<tr>
<td>Community Disaster Preparedness Specialist</td>
<td>Full time, fixed term specialist to work with communities on evacuation planning, neighborhood response groups, and preparedness education.</td>
<td>SNR-2020-L02</td>
<td>$100,000</td>
<td>annual cost</td>
</tr>
<tr>
<td>FIREClear Evacuation Maps</td>
<td>Print, mail, and publicize FireClear Evacuation maps</td>
<td>SNR-2020-L03</td>
<td>$65,000</td>
<td>printing, postage, outreach</td>
</tr>
<tr>
<td>Vegetation Management Projects</td>
<td>Vegetation removal on City owned land to create defensible space and shaded fuel breaks. Includes direct support for qualifying property owners.</td>
<td>SNR-2020-L04</td>
<td>$155,000</td>
<td>Fees for service day rate, materials, and chipping/disposal</td>
</tr>
<tr>
<td>Evacuation Route Improvement</td>
<td>Work with City Master Contracts to hire Vendors to remove fuel along priority evacuation routes and install parking boxes as needed</td>
<td>SNR-2020-L05</td>
<td>$175,000</td>
<td></td>
</tr>
<tr>
<td>Goat Grazing In San Rafael</td>
<td>Graze strategic areas and create buffer zones in City Open Space and remove flash fuels.</td>
<td>SNR-2020-L06</td>
<td>$100,000</td>
<td>Grazing for FY 20-21</td>
</tr>
<tr>
<td>Example Garden a B street</td>
<td>Finish clearing and plant fire smart landscape and educational signage a 618 B Street</td>
<td>SNR-2020-L07</td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td>Public Education and Outreach</td>
<td>To include &quot;work in progress signs&quot; mailers, flyers, website materials, etc.</td>
<td>SNR-2020-L08</td>
<td>$50,000</td>
<td></td>
</tr>
</tbody>
</table>

**San Rafael Zone Total**  
$895,000
## Central Zone Local Wildfire Prevention & Mitigation

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Project ID</th>
<th>NTE Cost</th>
<th>Cost Description (as needed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evacuation Route and Shaded Fuel Break – Palm Hill</td>
<td>Remove dense and ground vegetation to enhance evacuation routes and defensible space surrounding 262 homes. Benefits the Palm Hill community, City of Larkspur, and the Town of Corte Madera</td>
<td>CMD-2020-L01</td>
<td>$120,000</td>
<td>Evacuation Route and shaded fuel break $100,000. Chipper Days for residents $20,000 to achieve defensible space.</td>
</tr>
<tr>
<td>Evacuation Route and Shaded Fuel Break – Blue Rock</td>
<td>Remove dense and ground vegetation to enhance evacuation routes and defensible space surrounding 368 homes. Benefits the Blue Rock community, City of Larkspur, and Marin County Open Space</td>
<td>CMD-2020-L02</td>
<td>$140,000</td>
<td>Evacuation Route and shaded fuel break $120,000. Chipper Days for residents $20,000 to achieve defensible space.</td>
</tr>
<tr>
<td>Evacuation Route and Shaded Fuel Break– Corte Madera Ave Area</td>
<td>Remove dense and ground vegetation to enhance primary evacuation routes and defensible space surrounding 195 properties and all of Christmas Tree Hill</td>
<td>CMD-2020-L03</td>
<td>$100,000</td>
<td>Evacuation Route and shaded fuel break $90,000. Chipper Days for residents $10,000 to achieve defensible space.</td>
</tr>
<tr>
<td>Crown and Woodland Fire Road Improvement</td>
<td>Remove ground vegetation and ladder fuels on, adjacent and above fire access road to enhance fire service access, connectivity to fire road system, evacuation routes and provides improved defensible space.</td>
<td>KNT-2020-L01</td>
<td>$10,000</td>
<td>Cost estimates is $5,00-$10,000, 2-3 days of work.</td>
</tr>
<tr>
<td>Evergreen Fire Road Improvement</td>
<td>Remove ground vegetation and ladder fuels on, adjacent and above fire access road to enhance fire service access, connectivity to fire road system, evacuation routes and provides improved defensible space.</td>
<td>KNT-2020-L02</td>
<td>$10,000</td>
<td>$10,000, 1-2 days of work.</td>
</tr>
<tr>
<td>Rancheria Fire Road Improvement</td>
<td>Remove ground vegetation and ladder fuels on, adjacent and above fire access road to enhance fire service access, connectivity to fire road system, evacuation routes and provides improved defensible space.</td>
<td>KNT-2020-L03</td>
<td>$10,000</td>
<td>5,000-$10,000, 1-2 days.</td>
</tr>
<tr>
<td>Ridgecrest/Skylark Fire Road</td>
<td>Remove ground vegetation and ladder fuels on, adjacent and above fire access road to enhance fire service access, connectivity to fire road system, evacuation routes and provides improved defensible space.</td>
<td>KNT-2020-L04</td>
<td>$15,000</td>
<td>3 work days. Can be attached to projects with Open Space and Central Marin Fire District.</td>
</tr>
<tr>
<td>Woodland Fire Road Improvement</td>
<td>Remove ground vegetation and ladder fuels on, adjacent and above fire access road to enhance fire service access, connectivity to fire road system, evacuation routes and provides improved defensible space.</td>
<td>KNT-2020-L05</td>
<td>$2,000</td>
<td>1 work day</td>
</tr>
<tr>
<td>Greenbrae Evacuation Route Improvements</td>
<td>What this means Remove ground vegetation and ladder fuels on, adjacent and above emergency evacuation routes to enhance fire service access, connectivity to fire road system, evacuation routes and provide improved defensible space.</td>
<td>KNT-2020-L06</td>
<td>$52,000</td>
<td>Cost estimates is $52,000, 25 days work.</td>
</tr>
<tr>
<td>Hazardous Vegetation Removal Grant Program for Sleepy Hollow</td>
<td>Sleepy Hollow Fire Protection District residents will be offered up to $3000 through a grant program to remove hazardous vegetation from their property.</td>
<td>SHFPD-2020-L01</td>
<td>$38,000</td>
<td>Cost $38,000 from MWPA plus a match from SHFPD for a total of $76,000. Up to $3,000 per property</td>
</tr>
<tr>
<td>Fairfax Vegetation Management Program – RVFD Central Zone</td>
<td>Combination of roadside veg removal, small parcel flammable plant removal for defensible space and to improve access and egress for public and first responders, address veg maintenance on vacant or shared local open space parcels. Includes the ability to assist residents or seniors with veg removal.</td>
<td>Fairfax-2020-L01</td>
<td>$80,000</td>
<td>$80,000- includes for project coordination</td>
</tr>
<tr>
<td>Town of Ross Vegetation Management Program</td>
<td>Combination of roadside veg removal, small parcel flammable plant removal for defensible space and to improve access and egress for public and first responders, address veg maintenance on vacant or shared local open space parcels. Includes the ability to assist residents or seniors with veg removal.</td>
<td>Ross-2020-L01</td>
<td>$47,000</td>
<td></td>
</tr>
<tr>
<td>San Anselmo Vegetation Management Program</td>
<td>Combination of roadside veg removal, small parcel flammable plant removal for defensible space and to improve access and egress for public and first responders, address veg maintenance on vacant or shared local open space parcels. Includes the ability to assist residents or seniors with veg removal.</td>
<td>San Anselmo-2020-L01</td>
<td>$150,000</td>
<td></td>
</tr>
</tbody>
</table>

**Central Zone Total**                                                                                                                                  | **$774,000**                  |
### Southern Zone Local Wildfire Prevention & Mitigation

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Project ID</th>
<th>NTE Cost</th>
<th>Cost Description (as needed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expansion of Existing Notification System</td>
<td>Installation of 3 additional long-range acoustical device notification devices that will expand the existing system in Mill Valley that serves the Southern Marin region. Locations are South Sausalito (City Park-Cloudview), Strawberry #2 (SMFD Station 9), and Tam Valley #3 (SMFD Station 4).</td>
<td>SMFD-2020-L01</td>
<td>$410,000</td>
<td>Engineering design and associated costs and it is estimated that $410K will be needed to fund these three (3) fully deployed sites as proposed</td>
</tr>
<tr>
<td>Enhancement and expansion of existing fuel reduction programs</td>
<td>Community Chipper Programs, Paved Road Fuel Reductions, Hazardous Tree Removal and Steps, Lanes, &amp; Paths Enhancements around the City of Mill Valley. Estimates of up to 250 tons of hazardous vegetation will be removed.</td>
<td>MVFD-2020-L01</td>
<td>$233,000</td>
<td></td>
</tr>
</tbody>
</table>

**Southern Zone Total**

$ 643,000

### West Zone Local Wildfire Prevention & Mitigation

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Project ID</th>
<th>NTE Cost</th>
<th>Cost Description (as needed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chipper Days-Stinson Beach</td>
<td>3 Chipper days for residents within SBFD to promote defensible space</td>
<td>SFB-2020-L01</td>
<td>$5,000</td>
<td>1,100/day x 3 days</td>
</tr>
<tr>
<td>Cedars Central Campus defensible space and egress improvements</td>
<td>Remove hazardous vegetation for defensible space, access and egress for care facility.</td>
<td>MRN-2020-L01</td>
<td>$30,000</td>
<td>Two weeks of contract work. Facility to maintain moving forward</td>
</tr>
<tr>
<td>Seashaven Fuel Break</td>
<td>Seashaven Community: fuelbreak and defensible space behind homes</td>
<td>MRN-2020-L02</td>
<td>$30,000</td>
<td>MCFD and PUD share project</td>
</tr>
<tr>
<td>MCFD Chipping Program</td>
<td>Chipping capability for residents, vacant lots, seniors, roadside community work etc.</td>
<td>MRN-2020-L03</td>
<td>$170,000</td>
<td>$170,000 – 1300/day for 60 days availability - Supv &amp; Crew to utilize MCFD equipment with the option to</td>
</tr>
<tr>
<td>Senior Assistance Defensible Space Program</td>
<td>Provide funds for seniors &amp; AFN who are physically and financially unable to perform their defensible space immediately around their homes.</td>
<td>MRN-2020-L04</td>
<td>$30,000</td>
<td></td>
</tr>
<tr>
<td>Big Rock Ridge/H Ranch Fuelbreak</td>
<td>Maintenance and expansion of older ridgetop fuelbreak – strategically placed treatment of chaparral on H Ranch to creates a catchers mit for containing large fires spreading from urban areas of Novato into Lucas Valley areas. Primary treatment will be prescribed fire.</td>
<td>MRN-2020-L05</td>
<td>$30,000</td>
<td></td>
</tr>
<tr>
<td>Golden Gate Village Defensible Space – Marin City</td>
<td>Maintenance of vegetation behind residents – includes removal of live and dead down material at residential property lines extending onto wildlands bordering community.</td>
<td>MRN-2020-L06</td>
<td>$30,000</td>
<td></td>
</tr>
<tr>
<td>Bolinas Community Chipper Days</td>
<td>Provide &quot;curbside&quot; drop off opportunity of hazardous fuels to be chipped and left or hauled away in order to Provide defensible space clearing for each property in the Bolinas Fire Protection District</td>
<td>BOL-2020-L02</td>
<td>$10,000</td>
<td>5 days at $2,000/day</td>
</tr>
<tr>
<td>Bolinas Evacuation Route Improvements</td>
<td>Maintain and increase clearance of hazardous fuels along unincorporated roadways in BFPD to allow egress for residents and access for emergency vehicles in case of a wildfire.</td>
<td>BOL-2020-L01</td>
<td>$10,000</td>
<td>5,000-10,000 estimate</td>
</tr>
<tr>
<td>Muir Beach Chipping</td>
<td>Chipper days for residents to improve defensible space</td>
<td>MBCSD-2020-L01</td>
<td>$5,900</td>
<td>3-4 chipper days</td>
</tr>
<tr>
<td>Inverness Fire District</td>
<td>Evacuation Route improvement and hazardous fuel reduction</td>
<td>INV-2020-L01</td>
<td>$19,900</td>
<td></td>
</tr>
<tr>
<td>Stinson Beach Vegetation Management</td>
<td>Resident chipper days and vegetation removal in strategic areas</td>
<td>SNB-2020-L01</td>
<td>$26,000</td>
<td></td>
</tr>
</tbody>
</table>

**West Zone Total**

$383,100
Appendix A: Definitions

Definitions:
For the purposes of this document, the following words are defined:

“Firewise Neighborhood” Firewise Neighborhood is a designation awarded by a National Fire Protection Association (NFPA) program that “teaches people how to adapt to living with wildfire and encourages neighbors to work together and take action now to prevent losses.

“Fuel” means any combustible vegetation, including grass, leaves, ground litter, plants, shrubs and trees, which can feed a fire.

“Prescription” means a set of standards, regulations, or recommendations that consider the unique aspects of a particular issue including vegetation, slope, aspect, nearby construction materials, and surrounding area.

“Vegetation Management Plan” means a site-specific written plan for a property to mitigate the risk of wildfire through strategic reduction of combustible vegetation.

“Wildfire” means a fire that originates in an area of combustible vegetation, as opposed to a structure fire, which originates in or adjacent to a building.

“Wildland-Urban Interface” is an area where human developments (e.g., houses) abut or intermingle with undeveloped vegetation and where the risk of wildfire is high.
# Appendix B: Acronyms

<table>
<thead>
<tr>
<th>ACRONYM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFN</td>
<td>Access and Functional Needs</td>
</tr>
<tr>
<td>AHJ</td>
<td>Authority Having Jurisdiction</td>
</tr>
<tr>
<td>CSA</td>
<td>Community Service Agreement</td>
</tr>
<tr>
<td>CSD</td>
<td>Community Service District</td>
</tr>
<tr>
<td>CWPP</td>
<td>Community Wildfire Protection Plan</td>
</tr>
<tr>
<td>DPW</td>
<td>Department of Public Works</td>
</tr>
<tr>
<td>EOC</td>
<td>Emergency Operations Center</td>
</tr>
<tr>
<td>FSM</td>
<td>FiRESAFE Marin</td>
</tr>
<tr>
<td>HEAT</td>
<td>Homeless Emergency Action Team</td>
</tr>
<tr>
<td>LHMP</td>
<td>Local Hazard Mitigation Plan</td>
</tr>
<tr>
<td>LRA</td>
<td>Local Responsibility Areas</td>
</tr>
<tr>
<td>MCSO</td>
<td>Marin County Sheriff’s Office</td>
</tr>
<tr>
<td>MMWD</td>
<td>Marin Municipal Water District</td>
</tr>
<tr>
<td>NCCC</td>
<td>National Civilian Conservation Corps, An AmeriCorps Program</td>
</tr>
<tr>
<td>NFPA</td>
<td>National Fire Protection Association</td>
</tr>
<tr>
<td>OES</td>
<td>Office of Emergency Services</td>
</tr>
<tr>
<td>PG&amp;E</td>
<td>Pacific Gas and Electric</td>
</tr>
<tr>
<td>PRC</td>
<td>Public Resource Code</td>
</tr>
<tr>
<td>RLT</td>
<td>Resilient Landscape Template</td>
</tr>
<tr>
<td>SRA</td>
<td>State Responsibility Area</td>
</tr>
<tr>
<td>VMP</td>
<td>Vegetation Management Plan</td>
</tr>
<tr>
<td>WEA</td>
<td>Wireless Emergency Alerts</td>
</tr>
<tr>
<td>WMS</td>
<td>Wildfire Mitigation Specialist</td>
</tr>
<tr>
<td>WPS</td>
<td>Wireless Priority Services</td>
</tr>
<tr>
<td>WUI</td>
<td>Wildland-Urban Interface</td>
</tr>
</tbody>
</table>
Appendix C: Program and Project Details

Defensible Space Projects...........................................................................................................17
Multi-Agency Projects .............................................................................................................24
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San Rafael Zone Projects ........................................................................................................57
Central Zone Projects ...........................................................................................................68
Southern Zone Projects ..........................................................................................................85
West Zone Projects ................................................................................................................90

Defensible Space Projects

The first year of the MWPA will consist of five unique defensible space programs. These reflect individual agencies and collective programs. The five unique programs are summarized below, supported by project summaries, and include the following agency groupings.

1.) Novato Fire Protection District
2.) City of San Rafael and Marinwood CSD
3.) Bolinas Fire District, City of Larkspur, County of Marin Fire, Muir Beach CSD, Inverness Fire District, Kentfield Fire District, Sleepy Hollow Fire District, Stinson Beach Fire District, Town of Corte Madera, Town of Fairfax, Town of Ross, and Town of San Anselmo
4.) City of Mill Valley
5.) Southern Marin Fire District
| Action/Project | Home Hardening/D Space Evaluation Program  
NFD Certified Wildfire Mitigation Specialists (CWMS) |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>What this means</td>
<td>Up to 6 Certified Wildfire Mitigation Specialists (CWMS) contracted, trained, and equipped to perform Structural Ignitability and Defensible Space Evaluations; Parcel by parcel to provide quality evaluations of fire hazards on all parcels areas in Novato (North Zone). WMS hired under full time, limited term contracts to work year-round to assess and record existing conditions, writes prescriptions for each parcel, and provides written evaluations, and face to face education-based remedies to property owners.</td>
</tr>
<tr>
<td><strong>Rationale</strong></td>
<td>Support homeowners to modify the existing built environment, and create good defensible spaces, reduce hazards, and create a more fire adaptive community. The results of these evaluations will provide parcel level data and hazard identification, thereby facilitating increasingly informed decisions about where best to apply home hardening incentives and vegetation management funding. Compliance can best be achieved by education and cooperative analysis of existing conditions. Compliance based approach uses evaluations, guidance, persuasion, incentives, and other cooperation tools to induce voluntary compliance.</td>
</tr>
<tr>
<td><strong>Declarations</strong></td>
<td>This expands and accelerates an existing limited term program; Without MWPA this program would have been eliminated / reduced due to COVID-19 or other budgetary challenges.</td>
</tr>
<tr>
<td><strong>Concerns &amp; Challenges</strong></td>
<td>Compulsory partnerships with allied agencies are required when deterrence approach is the only remaining option. Hiring practices may take longer to select best qualifying candidates and provide for comprehensive background and medical checks.</td>
</tr>
<tr>
<td><strong>Environmental level &amp; ESP guide</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>NFD, homeowners, business owners, City of Novato</td>
</tr>
<tr>
<td><strong>Timeline</strong></td>
<td>60 days to hire, plus minimum of 40 hrs. training to begin in the field.</td>
</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>100% of all parcels evaluated within two years of implementation, continual follow up mitigation in the subsequent years; Quality evaluations based on uniformed criteria in alignment with NFPA WMS Certification through testing against NFPA 1144, Standard for Reducing Structure Ignition Hazards from Wildland Fire (2018).</td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>Not to exceed 20% of available funding (Approx. $900,000) for this local control programmatic area in the North Zone.</td>
</tr>
<tr>
<td>SNR-2020-D01</td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>------------------</td>
</tr>
<tr>
<td>San Rafael Zone</td>
<td>Expanded Defensible Space Program</td>
</tr>
<tr>
<td><strong>Action/Project</strong></td>
<td>To better serve the public, San Rafael will hire/ utilize 6 seasonal Defensible Space Inspectors, supported by 2 full time fixed term positions. They will provide education to residents in the WUI, offer recommendations, and perform vegetation inspections throughout San Rafael and Marinwood.</td>
</tr>
<tr>
<td><strong>What this means</strong></td>
<td>Temporary employees would be brought on for approx. 6 months, increasing inspection capacity and prevention resources. Two full time staff would manage seasonal staff and provide continuity.</td>
</tr>
<tr>
<td><strong>Rationale</strong></td>
<td>San Rafael currently has the capacity to complete annual vegetation inspections for only approximately 1/3 of WUI parcels. Additional staff and resources are needed to reach all at risk properties and work with property owners to create defensible space. Improves first responder safety by reducing hazards.</td>
</tr>
<tr>
<td><strong>Declarations</strong></td>
<td>This is maintenance of a program that would have been eliminated due to COVID-19 budget challenges and an expansion that would not have been possible without the MWPA.</td>
</tr>
<tr>
<td><strong>Concerns &amp; Challenges</strong></td>
<td>Recruiting and training qualified inspectors. A late start to this season.</td>
</tr>
<tr>
<td><strong>Environmental level &amp; ESP guide</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>San Rafael and Marinwood residents, first responders.</td>
</tr>
<tr>
<td><strong>Timeline</strong></td>
<td>30 days to get program up and running. This includes testing inspection software, training program, hiring inspectors, and procuring vehicles. Inspectors would need to be re-hired annually; however, some may reapply and permanent positions also may become available.</td>
</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>All WUI parcels are inspected and educated annually. Provides a path into the fire service for seasonal employees and offers more interaction with the public, leading to higher compliance rates.</td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>$420,000 for staff (2 full time, 6 part time), hardware, software, and vehicles. Marinwood to contribute $40,000, with remainder covered by San Rafael.</td>
</tr>
<tr>
<td>Action/Project</td>
<td>Lease a Chipper Seasonally to assist homeowners with vegetation disposal as part of the defensible space program and support for low income property owners.</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>What this means</strong></td>
<td>A chipper would be leased by the City of San Rafael to help homeowners dispose of combustible vegetation. Having a chipper on hand and more available provides an incentive to homeowners that need to do more work.</td>
</tr>
<tr>
<td><strong>Rationale</strong></td>
<td>While San Rafael has offered a chipper service for Bamboo and Juniper for neighborhoods in the past, a dedicated chipper during the Summer and Fall provides the opportunity for more Chipper disposal days for more areas around the City. This program ties into Home Hardening Assistance and Vegetation Management.</td>
</tr>
<tr>
<td><strong>Declarations</strong></td>
<td>Without MWPA this program would have been eliminated/reduced due to budgetary challenges brought on by COVID-19.</td>
</tr>
<tr>
<td><strong>Concerns &amp; Challenges</strong></td>
<td>Individuals with proper training will be needed to operate the chipper. These individuals may come from other City departments or individual contractors.</td>
</tr>
<tr>
<td><strong>Environmental level &amp; ESP guide</strong></td>
<td>N/A Private Property</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>City of San Rafael Fire Department, Department of Public Works, San Rafael residents in the WUI.</td>
</tr>
<tr>
<td><strong>Timeline</strong></td>
<td>A chipper can be leased within a week and would be kept for 6 months.</td>
</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>Reduces the cost of using a contractor with a per-day rate. More opportunities for residents to have material chipped and disposed of from their property.</td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>$30,000 for 6 months ($4,000 per month) plus transport/fuel</td>
</tr>
<tr>
<td>Location Zone**</td>
<td>West Marin &amp; Central Zones</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td><strong>Action/Project</strong></td>
<td>Centralized Defensible Space &amp; Home Hardening Evaluations/Inspections</td>
</tr>
<tr>
<td><strong>What this means</strong></td>
<td>MCFD/RVFD hires a seasonal lead inspector and 20+ seasonal inspectors to implement a centralized program for the MWPA.</td>
</tr>
<tr>
<td><strong>Rationale</strong></td>
<td>Develop a centralized program with shared resources to increase inspections and homeowner education. Participating Agencies: Central Marin Fire, Kentfield Fire, Ross Valley Fire, Marin County Fire, Bolinas FPD, Stinson, Muir Beach (limited)</td>
</tr>
<tr>
<td><strong>Declarations</strong></td>
<td>NEW Centralized Defensible Space &amp; Home Hardening Program – Program is already reduced due to COVID19. Many departments have no funding nor capability to fund an inspection/evaluation program beyond complaint based without the MWPA.</td>
</tr>
<tr>
<td><strong>Concerns &amp; Challenges</strong></td>
<td>This section includes a discussion of political, legal, or cost feasibility concerns. List any anticipated challenges and opportunities to mitigate them.</td>
</tr>
<tr>
<td><strong>Environmental level &amp; ESP guide</strong></td>
<td>N/A – State and County Fire Code.</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>Homeowners and those who defend structures during wildland /structure firefighting.</td>
</tr>
</tbody>
</table>
| **Timeline** | June 1-4 training  
June 8- Sept 31, 2020 – Typically annually or inspection occurs every other year. |
| **Outcomes** | Improves residents understanding of how to improve their home, property and neighborhoods defensibility from wildfires. |
| **Cost** | $600,000 – Fire Chiefs and Town Managers will work to apportion costs later in the fiscal year. |

Total 2020 D-space allocation for participating agencies is listed below. Once the program costs roll up, Chiefs will distribute allocations amongst jurisdictions and provide for start-up funds for 2021 Season. If jurisdictions do not spend their allocation specifically on Defensible space evaluations, then funds will be rolled over to administering small grants to homeowners to assist with home hardening or flammable plant removal.

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ross</td>
<td>$53,000</td>
</tr>
<tr>
<td>San Anselmo</td>
<td>$179,000</td>
</tr>
<tr>
<td>Fairfax</td>
<td>$96000</td>
</tr>
<tr>
<td>Sleepy Hollow</td>
<td>$44591</td>
</tr>
<tr>
<td>Central Marin</td>
<td>$365027</td>
</tr>
<tr>
<td>County of Marin</td>
<td>$320,000</td>
</tr>
<tr>
<td>Kentfield</td>
<td>$130,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,187,618</strong></td>
</tr>
<tr>
<td>South Zone</td>
<td>All Parcels – Mill Valley-Southern Marin – South Zone</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Action/Project</td>
<td>MVFD Certified Wildfire Mitigation Specialists (CWMS)</td>
</tr>
</tbody>
</table>

**What this means**

Up to 1.5 Certified Wildfire Mitigation Specialists (CWMS) & .5 Code Enforcement Officer (CEO) contracted, trained, and equipped to perform Structural Ignitability and Defensible Space Evaluations; Parcel by parcel to provide quality evaluations of fire hazards on all parcels areas in the City of Mill Valley (South Zone). WMS hired under full time, limited term contracts to work year-round to assess and record existing conditions, writes prescriptions for each parcel, and provides written evaluations, and face to face education-based remedies to property owners.

**Rationale**

Support homeowners to modify the existing built environment, and create good defensible spaces, reduce hazards, and create a more fire adaptive community. The results of these evaluations will provide parcel level data and hazard identification, thereby facilitating increasingly informed decisions about where best to apply home hardening incentives and vegetation management funding. Compliance can best be achieved by education and cooperative analysis of existing conditions. Compliance based approach uses evaluations, guidance, persuasion, incentives, and other cooperation tools to induce voluntary compliance.

**Declarations**

This expands and accelerates an existing program. Without MWPA this program would have been eliminated / reduced due to COVID-19 or other budgetary challenges.

**Concerns & Challenges**

Compulsory partnerships with allied agencies are required when deterrence approach is the only remaining option. Hiring practices may take longer to select best qualifying candidates and provide for comprehensive background and medical checks.

**Environmental level & ESP guide**

N/A

**Stakeholders**

The City of Mill Valley

**Timeline**

60 days to hire, plus minimum of 40 hrs. training to begin in the field.

**Outcomes**

100% of all parcels evaluated within two years of implementation, continual follow up mitigation in the subsequent years; Quality evaluations based on uniformed criteria in alignment with NFPA WMS Certification through testing against NFPA 1144, Standard for Reducing Structure Ignition Hazards from Wildland Fire (2018).

**Cost**

Not to exceed 20% of available funding (Approx. $233,000) for this local control programmatic area in the South Zone.
<table>
<thead>
<tr>
<th>Action/Project</th>
<th>SMFD Certified Wildfire Mitigation Specialists (CWMS)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>What this means</strong></td>
<td>Up to 4 Certified Wildfire Mitigation Specialists (CWMS) contracted, trained, and equipped to perform Structural Ignitability and Defensible Space Evaluations; Parcel by parcel to provide quality evaluations of fire hazards on all parcels in Mill Valley, Tiburon &amp; Sausalito, (South Zone). WMS hired under full time, limited term contracts to work year-round to assess and record existing conditions, writes prescriptions for each parcel, and provides written evaluations, and face to face education-based remedies to property owners.</td>
</tr>
<tr>
<td><strong>Rationale</strong></td>
<td>Support homeowners to modify the existing built environment, and create good defensible spaces, reduce hazards, and create a more fire adaptive community. The results of these evaluations will provide parcel level data and hazard identification, thereby facilitating increasingly informed decisions about where best to apply home hardening incentives and vegetation management funding. Compliance can best be achieved by education and cooperative analysis of existing conditions. Compliance based approach uses evaluations, guidance, persuasion, incentives, and other cooperation tools to induce voluntary compliance.</td>
</tr>
<tr>
<td><strong>Declarations</strong></td>
<td>This expands and accelerates an existing program. Without MWPA this program would have been eliminated / reduced due to COVID-19 or other budgetary challenges.</td>
</tr>
<tr>
<td><strong>Concerns &amp; Challenges</strong></td>
<td>Compulsory partnerships with allied agencies are required when deterrence approach is the only remaining option. Hiring practices may take longer to select best qualifying candidates and provide for comprehensive background and medical checks.</td>
</tr>
<tr>
<td><strong>Environmental level &amp; ESP guide</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>SMFD, homeowners, business owners, County of Marin, Town of Tiburon &amp; City of Sausalito</td>
</tr>
<tr>
<td><strong>Timeline</strong></td>
<td>60 days to hire, plus minimum of 40 hrs. training to begin in the field.</td>
</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>100% of all parcels evaluated within two years of implementation, continual follow up mitigation in the subsequent years; Quality evaluations based on uniformed criteria in alignment with NFPA WMS Certification through testing against NFPA 1144, <em>Standard for Reducing Structure Ignition Hazards from Wildland Fire (2018).</em></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>Not to exceed 20% of available funding (Approx. $400,000) for this local control programmatic area in the South Zone.</td>
</tr>
</tbody>
</table>
Multi-Agency Projects

Across zones, centralized projects have been developed that will benefit and be supported by multiple agency local funds. These projects include FIRECLEAR Evacuation maps for 5 agencies (L01), a Central Marin Disaster Coordinator (L02), and defensible space assistance program for seniors (L03). These projects total an estimated $88,000 with specific agency allocations included in the below project summaries.

<table>
<thead>
<tr>
<th>Project ID#*</th>
<th>MRN-2020-L01</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi-Zone</td>
<td>West Marin, Ross, Fairfax, San Anselmo, Sleepy Hollow</td>
</tr>
<tr>
<td>Action/Project</td>
<td>Centralized FIRECLEAR Evacuation Map Production</td>
</tr>
<tr>
<td>What this means</td>
<td>MCDF acquired funds to update evacuation maps for numerous fire jurisdictions. This request includes cost to finish the mapping edits (if/as needed) and provide for the initial cost of printing and production of the new large display maps of the evac zones/routes for Marin Fire Agencies, Cities &amp; Towns. The vendor will provide a digital version of the large overview/display maps for each fire station, town, city hall and distribute a small supply of hard copy maps to each jurisdiction for initial use.</td>
</tr>
<tr>
<td>Rationale</td>
<td>CORE program goal of Improvements to Evacuation Alert and Warning Systems. Residents number one concern is the location of their evacuation route and area of refuge. These maps give them the ability to study and pre-plan their evacuation and ability to work with their neighbors and family on what they need to do.</td>
</tr>
<tr>
<td>Declarations</td>
<td>NEW project that was minimally funded by MCDF, without the MWPA the products for the public would be limited or only digitally available.</td>
</tr>
<tr>
<td>Concerns &amp; Challenges</td>
<td>Minimal challenges – eliminates the need for several jurisdictions to obtain funds to print and distribute map products to constituents. Many members of the public cannot read or decipher a printed map and will need to take time to understand content and exercise their plan with family and neighbors.</td>
</tr>
<tr>
<td>Environmental level &amp; ESP guide</td>
<td>N/A</td>
</tr>
<tr>
<td>Stakeholders</td>
<td>Public homeowners, business owners and Fire Departments and other emergency managers, City and Towns.</td>
</tr>
<tr>
<td>Timeline</td>
<td>60-90 days once data is available from the vendor.</td>
</tr>
<tr>
<td>Outcomes</td>
<td>This will convey the importance of distributing spatial awareness to encourage residents, visitors to Marin the importance of having good situational awareness of the fire danger and their response during an evacuation. Provides a one-time opportunity to establish base line display maps and small supply for each jurisdiction.</td>
</tr>
<tr>
<td>Cost</td>
<td>Total estimated budget $18,000 Allocation Estimates are as followed: Ross: $2,000; Sleepy Hollow: $2,000; County: $5,000; Fairfax: $4,000; San Anselmo: $5,000</td>
</tr>
<tr>
<td>Project ID#*</td>
<td>MRN-2020-L02</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td>Location Zone**</td>
<td>Central Zone</td>
</tr>
<tr>
<td>Action/Project</td>
<td>Disaster Coordinator</td>
</tr>
<tr>
<td><strong>What this means</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Rationale</strong></td>
<td>Local funds – shared part time Disaster Coordinator position. Will coordinate with local entities on wildfire preparedness planning with fire agencies, communities and assist with local evacuation planning and drills.</td>
</tr>
<tr>
<td><strong>Declarations</strong></td>
<td>Position works with Towns and County to provide Disaster Coordination services related wildfire preparedness and liaison to local residents.</td>
</tr>
<tr>
<td><strong>Concerns &amp; Challenges</strong></td>
<td>Minimal challenges – recruitment and training of qualified staff</td>
</tr>
<tr>
<td><strong>Environmental level &amp; ESP guide</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>Public and Fire Departments and other emergency managers countywide.</td>
</tr>
<tr>
<td><strong>Timeline</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>Provides consistent, coordinated services for the Towns, Community, and County.</td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>Shared position, totally $40,000 with the following agency contribution:</td>
</tr>
<tr>
<td></td>
<td>Ross $4,000</td>
</tr>
<tr>
<td></td>
<td>Fairfax $12,100</td>
</tr>
<tr>
<td></td>
<td>San Anselmo $20,100</td>
</tr>
<tr>
<td></td>
<td>Sleepy Hollow $3,900</td>
</tr>
<tr>
<td><strong>Project ID</strong>#</td>
<td>MRN-2020-L03</td>
</tr>
<tr>
<td>----------------</td>
<td>--------------</td>
</tr>
<tr>
<td><strong>Location Zone</strong></td>
<td>West Marin &amp; Central Zones</td>
</tr>
<tr>
<td><strong>Action/Project</strong></td>
<td>Senior Assistance Defensible Space Program</td>
</tr>
<tr>
<td><strong>What this means</strong></td>
<td>Provide funds for seniors &amp; AFN who are physically and financially unable to perform their defensible space immediately around their homes.</td>
</tr>
<tr>
<td><strong>Rationale</strong></td>
<td>Defensible Space &amp; Home Hardening is a core element including support to seniors and those with access and functional needs.</td>
</tr>
<tr>
<td><strong>Declarations</strong></td>
<td>NEW Senior Assistance Defensible Space program – MCFD had a previous grant in which the funds are depleted. Many departments have no funding nor capability to fund a senior assistance program.</td>
</tr>
<tr>
<td><strong>Concerns &amp; Challenges</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Environmental level &amp; ESP guide</strong></td>
<td>N/A – State and County Fire Code.</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>Homeowners and those who defend structures during wildland/structure firefighting.</td>
</tr>
<tr>
<td><strong>Timeline</strong></td>
<td>Residents self-identify thru the defensible space evaluation program. The list if prioritized. Immediate ability to implement. Obtain bids from contractors on house by house basis and need.</td>
</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>Improves those Seniors residents’ defensible space and contributes to a neighborhood’s defensibility from wildfires.</td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>$30,000</td>
</tr>
</tbody>
</table>
**FIRESAFE Marin Projects**

FIRESAFE Marin, a non-profit organization dedicated to reducing Wildland Fire hazards and improving Fire-safety awareness in Marin County, has proposed a comprehensive public education and outreach program to support the goals of the MWPA. With approval, FIRESAFE Marin is prepared to quickly implement the proposal and improve public safety through education and direct support.

The projects summarized below include requests for Core funding to support Alert and Warning via Red Flag Warning signs ($12,500; C-19) and NOAA Weather Radios ($30,000; C-17); increased vegetation management via a countywide chipper program ($500,000; C-18) and a public education program ($558,783; C01-C16). The public education program includes 16 specific focus areas summarized below with full project sheets following.

FIRESafe MARIN's public education proposal requires a team approach to deliver each project. None of the proposed projects is discretely funded nor the sole responsibility of a single team member. The small proposed team includes a Program Manager, Firewise Liaison, and a part time Fire-Safety Trainer. It is supported by a part time administrative assistant and third-party contractors to assist as needed with video production, printed materials and expanded outreach through social messaging and related media. FSM’s total budget request for the 17 public education projects is $558,783 which also includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot.

<table>
<thead>
<tr>
<th>Monthly Webinars</th>
<th>FSM-2020-C01</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 (1 in each zone) in person community Wildfire Protection Workshops annually</td>
<td>FSM-2020-C02</td>
</tr>
<tr>
<td>Annual workshop for Landscape Professionals</td>
<td>FSM-2020-C03</td>
</tr>
<tr>
<td>Annual Workshop for Home Hardening Contractors</td>
<td>FSM-2020-C04</td>
</tr>
<tr>
<td>Fire Prevention and Preparedness in schools through partnership with &quot;Get Ready Fifth Grade&quot;</td>
<td>FSM-2020-C05</td>
</tr>
<tr>
<td>Prepare Educational materials such as brochures and handouts</td>
<td>FSM-2020-C06</td>
</tr>
<tr>
<td>Develop Spanish language training and educational materials</td>
<td>FSM-2020-C07</td>
</tr>
<tr>
<td>Support for Wildfire Mitigation Specialists via supplemental training and educational materials</td>
<td>FSM-2020-C08</td>
</tr>
<tr>
<td>Monthly Firewise online Community Meetings</td>
<td>FSM-2020-C09</td>
</tr>
<tr>
<td>Staff to support Firewise USA sites with technical and direct support</td>
<td>FSM-2020-C10</td>
</tr>
<tr>
<td>Maintain current and comprehensive website with library of resources</td>
<td>FSM-2020-C11</td>
</tr>
<tr>
<td>Educational video- creation and distribution</td>
<td>FSM-2020-C12</td>
</tr>
<tr>
<td>Respond to resident inquiries and requests in timely manner</td>
<td>FSM-2020-C13</td>
</tr>
<tr>
<td>Prepare and distribute monthly newsletter</td>
<td>FSM-2020-C14</td>
</tr>
<tr>
<td>Print Media content: Prepare articles for print media such as Marin IJ and Pacific Sun</td>
<td>FSM-2020-C15</td>
</tr>
<tr>
<td>Collaboratively establish Fire Smart demonstration gardens throughout the County</td>
<td>FSM-2020-C16</td>
</tr>
</tbody>
</table>
**ACTION: MONTHLY WEBINARS**

<table>
<thead>
<tr>
<th>What this means</th>
<th>Provide one (1) interactive on-line wildfire protection and prevention education webinar per month and widely advertise its availability. Different topics would be presented each month with classes archived and available for review on our website.</th>
</tr>
</thead>
</table>
| Rationale       | During the pandemic, FSM began hosting its training classes on-line. This format has proved popular and attendance has dramatically increased. Interaction and engagement with the attendees have also increased with many participating in the question and answer periods.  
All our classes, trainings, workshops and educational materials will be developed in consultation with Marin Fire Prevention Officers to ensure all wildfire protection and prevention educational materials are current and standardized throughout the County. We are committed to work with Marin’s major environmental groups, such as the Marin Conservation League, Marin Master Gardeners, the California Native Plant Society, and others to ensure standardization and coordination of wildfire protection and prevention information and incorporation of appropriate environmental Concerns & Challenges/issues in educational material. The ESP (Environmentally Sound Practices) is a newly formed committee composed of representatives from Marin’s environmental and climate organizations and fire professionals which also includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot. It is already formed for this purpose. |
| Declaration     | FSM has provided training in the past. Webinar training is a new format and expanded format. FSM has depended on grant funding and a small stipend from the County of Marin for this type of program. Under the new MWPA agreement these funding streams will no longer be available. |
| Concerns & Challenges | FSM does not have sufficient staff to meet the educational needs of Marin County residents. |
| Stakeholders    | FSM, guest speakers from multiple disciplines, Marin residents and residents of communities outside of who choose to attend. We have already had participants from other California counties. |
| Timeline        | Monthly starting in June 2020 |
| Outcomes        | With a good understanding of wildfire hazards and mitigation strategies, community residents can effectively lower the wildfire risk and losses to themselves, their homes, neighborhoods and natural resources. |
| Cost            | FSM’s total budget request for the 17 public education projects is $558,783 which also includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot. |
**Novato, San Rafael, Central Marin, Southern Marin, and West Marin Zones**

### ACTION: COMMUNITY WILDFIRE PROTECTION AND PREVENTION WORKSHOPS

<table>
<thead>
<tr>
<th><strong>What this means</strong></th>
<th>Provide five (5) Community wildfire protection and prevention workshops per year -- one in each of the five JPA operational zones. These workshops would include information on home hardening, fire safe landscaping, evacuation protocols, and other topics. These workshops should also serve to connect property owners with landscapers and home hardening contractors.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rationale</strong></td>
<td>In person workshops allow helpful demonstrations including small scale live burns of sample materials as well as an opportunity for vendors to explain and demonstrate the latest fire safety products.</td>
</tr>
<tr>
<td><strong>Declaration</strong></td>
<td>FSM has provided workshops in the past. These will be expanded to all zones, FSM has depended on grant funding and a small stipend from the County of Marin for this type of program. Under the new MWPA agreement these funding streams will no longer be available.</td>
</tr>
<tr>
<td><strong>Concerns &amp; Challenges</strong></td>
<td>Shelter in place order may prevent large public gathering</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>FSM, guest speakers from multiple disciplines, Marin residents and residents of communities outside of Marin who choose to attend. If space is an issue, Marin residents will receive preference.</td>
</tr>
<tr>
<td><strong>Timeline</strong></td>
<td>Provide five (5) Community wildfire protection and prevention workshops - one in each of the five JPA operational zones in this calendar year assuming shelter in place order lifted in time.</td>
</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>With a good understanding of wildfire hazards and mitigation strategies, community residents can effectively lower the wildfire risk and losses to themselves, their homes, neighborhoods and natural resources.</td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>FSM's total budget request for the 17 public education projects is $558,783 which also includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot.</td>
</tr>
</tbody>
</table>
**FSM-2020-C03**

**Novato, San Rafael, Central Marin, Southern Marin, and West Marin Zones**

**ACTION: WORKSHOP FOR LANDSCAPE PROFESSIONALS.**

<table>
<thead>
<tr>
<th>What this means</th>
<th>Provide one (1) annual training workshop for Landscape professionals.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rationale</strong></td>
<td>Last year’s successful workshop allowed FSM to provide valuable information to landscape professionals to improve their ability to create and maintain fire safe landscaping. The list of participating landscapers is an important resource for residents helping them to choose the appropriate landscaper.</td>
</tr>
<tr>
<td><strong>Declaration</strong></td>
<td>FSM has provided this workshop in the past. FSM expects to expand content and participation. FSM has depended on grant funding and a small stipend from the County of Marin for this type of program. Under the new MWPA agreement these funding streams will no longer be available.</td>
</tr>
<tr>
<td><strong>Concerns &amp; Challenges</strong></td>
<td>Shelter in place order may prevent large public gathering</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>FSM, guest speakers from multiple disciplines, landscape professionals, residents</td>
</tr>
<tr>
<td><strong>Timeline</strong></td>
<td>Provide one landscape workshop this calendar year</td>
</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>Landscapers will be able to provide fire safe landscaping services based on the latest industry and County standards.</td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>FSM’s total budget request for the 17 public education projects is $558,783 which also includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot.</td>
</tr>
</tbody>
</table>

**FSM-2020-C04**

**Novato, San Rafael, Central Marin, Southern Marin, and West Marin Zones**

**ACTION: WORKSHOP FOR HOME HARDENING CONTRACTORS**

<table>
<thead>
<tr>
<th>What this means</th>
<th>Provide one (1) annual training workshop for Home Hardening contractors.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rationale</strong></td>
<td>Last year’s successful workshop allowed FSM to provide valuable information to home hardening contractors to improve their ability to create and maintain fire safe homes. The list of participating contractors is an important resource for residents in choosing a contractor.</td>
</tr>
<tr>
<td><strong>Declaration</strong></td>
<td>FSM has provided this workshop in the past. FSM expects to expand content and participation. FSM has depended on grant funding and a small stipend from the County of Marin for this type of program. Under the new MWPA agreement these funding streams will no longer be available.</td>
</tr>
</tbody>
</table>
## Action: Fire Prevention and Preparedness in Schools

**What this means**
Collaborate with Marin Schools to develop and deliver a wildfire protection and prevention training module similar to the American Red Cross’ Pillowcase Project. Marin’s “Get Ready Fifth Grade” program is under revision and provides an excellent partnership opportunity.

**Rationale**
These programs have also proven effective in educating parents who often do not have time to attend workshops and classes.

**Declaration**
This is a new program. FSM has depended on grant funding and a small stipend from the County of Marin for this type of program. Under the new MWPA agreement these funding streams will no longer be available.

**Concerns & Challenges**
FSM needs permission from Marin Schools to participate in the project. Shelter in place orders may reduce our ability to work with school staff. The current status of the “Get Ready Fifth Grade” program is unclear.

**Stakeholders**
FSM, Marin School District, Marin residents

**Timeline**
Our goal is to develop the program this year depending on interest and availability of Marin Schools.

**Outcomes**
Not only would students receive some basic fire safety education, but their participation in this project will help raise awareness of parents.

**Cost**
FSM’s total budget request for the 17 public education projects is $558,783 which also includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot.
### FSM-2020-C06

**Novato, San Rafael, Central Marin, Southern Marin, and West Marin Zones**

**ACTION: EDUCATIONAL MATERIALS**

<table>
<thead>
<tr>
<th>What this means</th>
<th>Prepare educational materials, such as brochures and handouts for distribution to the public and as an educational resource for Wildfire Mitigation Specialists when doing field evaluations.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rationale</strong></td>
<td>Since its inception FSM has prepared educational materials for the public based on the latest fire science and research. New information is constantly developed, and FSM is committed to continuing to produce informative and professional looking materials. FSM will work with third party contractors as necessary to ensure that the materials are visually interesting as well as easy to read and understand.</td>
</tr>
<tr>
<td><strong>Declaration</strong></td>
<td>FSM has provided educational materials in the past. FSM expects to expand content and distribution. FSM has depended on grant funding and a small stipend from the County of Marin for this type of program. Under the new MWPA agreement these funding streams will no longer be available.</td>
</tr>
<tr>
<td><strong>Concerns &amp; Challenges</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>FSM; fire agencies, environmental organizations, Marin residents</td>
</tr>
<tr>
<td><strong>Timeline</strong></td>
<td>On going</td>
</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>With a good understanding of wildfire hazards and mitigation strategies, community residents can effectively lower the wildfire risk and losses to themselves, their homes, neighborhoods and natural resources.</td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>FSM’s total budget request for the 17 public education projects is $558,783 which also includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot.</td>
</tr>
</tbody>
</table>

### FSM-2020-C07

**Novato, San Rafael, Central Marin, Southern Marin, and West Marin Zones**

**ACTION: BILINGUAL TRAINING AND MATERIALS**

<table>
<thead>
<tr>
<th>What this means</th>
<th>Develop bilingual educational materials and training.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rationale</strong></td>
<td>A number of Marin residents are Spanish speaking with English as their second language. Critical materials and some training related to fire prevention and preparedness should be available in Spanish.</td>
</tr>
<tr>
<td><strong>Declaration</strong></td>
<td>This will be a new project. FSM has depended on grant funding and a small stipend from the County of Marin for this type of program. Under the new MWPA agreement</td>
</tr>
</tbody>
</table>
these funding streams will no longer be available.

**Concerns & Challenges**

FSM is not likely to receive sufficient funding to translate all educational materials and provide all training in Spanish. However, some major materials could be translated, and some Spanish language training made available. FSM will need to develop new partnerships with Spanish language community groups to better assess need.

**Stakeholders**

FSM staff; fire agencies, environmental organizations, Marin residents for whom English is not their first language

**Timeline**

FSM can immediately begin work on this program, but it is not possible to provide a timeline until more assessment of the need and available resources is completed.

**Outcomes**

By reaching more community members whose first language is not English we can increase and improve understanding of wildfire hazards and mitigation strategies, community residents can effectively lower the wildfire risk and losses to themselves, their homes, neighborhoods and natural resources.

**Cost**

FSM’s total budget request for the 17 public education projects is $558,783 which also includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot.

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**FSM-2020-C08**

**Novato, San Rafael, Central Marin, Southern Marin, and West Marin Zones**

**ACTION: SUPPORT FOR Wildfire Mitigation Specialists**

**What this means**

FSM can serve as an important resource to provide supplemental training and/or educational materials to support to MWPA's Wildfire Mitigation Specialists in the field.

**Rationale**

FSM's training experience, large collection of informational materials and long history of working with the public is well suited to supplement the classroom training program for Wildfire Mitigation Specialists including providing off line video training.

**Declaration**

This will be a new project. FSM has depended on grant funding and a small stipend from the County of Marin for this type of program. Under the new MWPA agreement these funding streams will no longer be available.

**Concerns & Challenges**

FSM would look to field personnel for input regarding the quality and type of educational materials needed.

**Stakeholders**

FSM, guest speakers from multiple disciplines, Wildfire Mitigation Specialists, residents

**Timeline**

Specialists training has already started, FSM would support throughout the year.

**Outcomes**

Specialists receive the benefit of both the training and educational materials and expertise of FSM allowing them to more effectively do their job and provide valuable educational materials directly to the public.

**Cost**

FSM’s total budget request for the 17 public education projects is $558,783 which also
includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot.

ACTION: FIREWISE COMMUNITY MEETINGS

What this means | Organize a monthly on-line County-wide Firewise Community meeting to share information and best practices.

Rationale | FSM has successfully helped host County-wide Firewise meetings. Valuable information is provided and shared at this meeting. Firewise members share best practices and Concerns & Challenges. We recently moved to a digital format which also includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot. h improved attendance and participation.

Declaration | FSM has helped host quarterly Firewise meetings in the past. FSM expects to expand content, frequency and participation. FSM has depended on grant funding and a small stipend from the County of Marin for this type of program. Under the new MWPA agreement these funding streams will no longer be available.

Concerns & Challenges | None

Stakeholders | FSM, guest speakers from multiple disciplines, Marin Firewise members, residents interested in starting a Firewise site.

Timeline | FSM has already started implementation and will continue to hold monthly meetings.

Outcomes | Firewise communities improve performance and efficiency by sharing best practices.

Cost | FSM’s total budget request for the 17 public education projects is $558,783 which also includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot.

ACTION: SUPPORT FIREWISE USA SITES

What this means | Actively support Marin’s FIREWISE USA sites by doing the following: Visit sites regularly; attend their local meetings; give advice on increasing member participation and improving effectiveness; provide educational information; and work with local Fire Agencies to increase the number of sites.

Rationale | Many Firewise communities have trouble engaging their members. The Neighborhood...
Response Group program in Central Marin has shown that dedicated staff can greatly enhance the ability of residents to improve the efficiency and outreach of their organization.

**Declaration**
FSM has provided limited support to Firewise Sites in the past. FSM expects to expand number of sites, level of support and participation. FSM has depended on grant funding and a small stipend from the County of Marin for this type of program. Under the new MWPA agreement these funding streams will no longer be available.

**Concerns & Challenges**
Firewise groups often start with a few motivated individuals who have trouble with engagement and outreach without experienced staff support. FSM does not have sufficient staff to provide the needed support.

**Stakeholders**
FSM, guest speakers from multiple disciplines, Marin Firewise members

**Timeline**
This is an ongoing program that would immediately be expanded with dedicated staff support.

**Outcomes**
Firewise Leaders will have the training and support necessary to more effectively get residents to participate in fire safety and fuel reduction projects

**Cost**
FSM's total budget request for the 17 public education projects is $558,783 which also includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot.
<table>
<thead>
<tr>
<th><strong>Action</strong></th>
<th><strong>Description</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>What this means</strong></td>
<td>Develop and widely distribute short videos on important fire safety topics.</td>
</tr>
<tr>
<td><strong>Rationale</strong></td>
<td>During the shelter in place, FSM produces a series of short (5-7 min) videos on fire safety topics focused on providing some simple steps homeowners could take to immediately improve the safety of their properties. The feedback we received was overwhelmingly positive. Mill Valley has developed a short (3 min) wildfire protection and prevention video that is run in movie theaters. FSM would also like to develop a series on different topics for theaters.</td>
</tr>
<tr>
<td><strong>Declaration</strong></td>
<td>FSM just produced a short series of videos. FSM expects to expand content, quality and distribution. FSM has depended on grant funding and a small stipend from the County of Marin for this type of program. Under the new MWPA agreement these funding streams will no longer be available.</td>
</tr>
<tr>
<td><strong>Concerns &amp; Challenges</strong></td>
<td>Need to develop an agreement with theater owners.</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>FSM staff; fire agencies, environmental organizations, Marin residents</td>
</tr>
<tr>
<td><strong>Timeline</strong></td>
<td>FSM plans to develop one 7-minute video each month. Shorter theater videos would be produced dependent upon ability to have them screened for showing.</td>
</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>With a good understanding of wildfire hazards and mitigation strategies, community residents can effectively lower the wildfire risk and losses to themselves, their homes, neighborhoods and natural resources.</td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>FSM’s total budget request for the 17 public education projects is $558,783 which also includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot.</td>
</tr>
</tbody>
</table>
### ACTION: REQUESTS FOR INFORMATION FROM RESIDENTS

<table>
<thead>
<tr>
<th>What this means</th>
<th>Provide a prompt response to requests from the public for wildfire protection and prevention information. All code enforcement or other local fire safety issues will be directed to the appropriate Fire Agency.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rationale</td>
<td>FSM receives 50-100 phone calls and emails per day. With virtually no staff, many of these communications go unanswered. FSM believes the public is entitled to a timely response. Most of the calls are requests for fire safety information, but occasionally we receive a concern regarding a potential code violation. Such request will be forwarded to the appropriate fire agency to handle.</td>
</tr>
<tr>
<td>Declaration</td>
<td>FSM has not been able to keep up with requests for information in the past. FSM expects to respond to all requests in a timely manner. FSM has depended on grant funding and a small stipend from the County of Marin for this type of program. Under the new MWPA agreement these funding streams will no longer be available.</td>
</tr>
<tr>
<td>Concerns &amp; Challenges</td>
<td>FSM cannot manage our email and call volume in a timely manner without administrative support.</td>
</tr>
<tr>
<td>Stakeholders</td>
<td>FSM staff; fire agencies, Marin residents</td>
</tr>
<tr>
<td>Timeline</td>
<td>On going</td>
</tr>
<tr>
<td>Outcomes</td>
<td>Residents will receive timely response to requests for fire safety information and their code and related Concerns &amp; Challenges will be forwarded to the appropriate fire agency.</td>
</tr>
<tr>
<td>Cost</td>
<td>FSM's total budget request for the 17 public education projects is $558,783 which also includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot.</td>
</tr>
</tbody>
</table>

### ACTION: MONTHLY NEWSLETTER

<table>
<thead>
<tr>
<th>What this means</th>
<th>Prepare a newsletter with wide distribution.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rationale</td>
<td>FSM already produces a newsletter with 4000 subscribers. We want to make this a regular monthly newsletter and expand readership.</td>
</tr>
<tr>
<td>Declaration</td>
<td>FSM has sporadically published a newsletter in the past. FSM expects to publish a date certain letter in a new format with broader distribution. FSM has depended on grant funding and a small stipend from the County of Marin for this type of program. Under the new MWPA agreement these funding streams will no longer be available.</td>
</tr>
</tbody>
</table>
### Concerns & Challenges
Monthly newsletters are extremely valuable but require significant staff time.

### Stakeholders
FSM staff; fire agencies, environmental organizations, Marin residents

### Timeline
Ongoing, monthly

### Outcomes
With a good understanding of wildfire hazards and mitigation strategies, community residents can effectively lower the wildfire risk and losses to themselves, their homes, neighborhoods and natural resources.

### Cost
FSM's total budget request for the 17 public education projects is $558,783 which also includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot.

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### ACTION: PRINT MEDIA ARTICLES

FSM-2020-C15

**Novato, San Rafael, Central Marin, Southern Marin, and West Marin Zones**

**What this means**
Prepare regular wildfire protection and prevention articles and Op Eds for publication in Marin media outlets including the Marin IJ, Pacific Sun, MarinScope, and other Community newspapers.

**Rationale**
Traditional print media is still widely read. It is important to have a regular presence in these publications. FSM would like to better utilize some of the outlets with smaller distribution and continue to publish in the IJ.

**Declaration**
FSM has occasionally published in print media in the past. FSM to greatly expand the both the number of articles offered and reach a broader base of distribution’s has depended on grant funding and a small stipend from the County of Marin for this type of program. Under the new MWPA agreement these funding streams will no longer be available.

**Concerns & Challenges**
Like newsletters, articles and Op Eds require significant staff time.

**Stakeholders**
FSM, Marin residents

**Timeline**
On going

**Outcomes**
Marin residents will be better engaged, informed and prepared if fire safety is a frequent topic in traditional print media.

**Cost**
FSM's total budget request for the 17 public education projects is $558,783 which also includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot.
**FSM-2020-C16**

**Novato, San Rafael, Central Marin, Southern Marin, and West Marin Zones**

**ACTION: FIRE SAFE LANDSCAPE DEMONSTRATION GARDENS**

<table>
<thead>
<tr>
<th><strong>What this means</strong></th>
<th>Collaborate with the UC Marin Master Gardeners and similar organizations to create Fire Smart demonstration gardens throughout the County including examples of home hardening where possible.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rationale</strong></td>
<td>One of the biggest obstacles FSM encounters when educating the public about fire safety improvements to home landscape is a reluctance to make changes due to a lack of visual information about the appearance of their property if changed to fire smart landscaping. UC Marin Master Gardeners has created fire safe demonstration gardens that are both visually appealing and fire safe. FSM would like to work with MMG to create demonstration gardens throughout the County that are appropriate for the climate and surrounding landscape in our various sub regions.</td>
</tr>
<tr>
<td><strong>Declaration</strong></td>
<td>FSM has just started very preliminary discussions with UC Marin Master Gardeners regarding demonstration gardens. FSM Marin wants to develop proposals to have gardens in all climate zones. FSM has depended on grant funding and a small stipend from the County of Marin for this type of program. Under the new MWPA agreement these funding streams will no longer be available.</td>
</tr>
<tr>
<td><strong>Concerns &amp; Challenges</strong></td>
<td>There is no funding request for the materials and labor needed to create the demonstration gardens. FSM would work with MMG to come back to MWPA with requests for funding as projects are developed.</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>FSM; UC Marin Master Gardeners, fire agencies, environmental organizations, Marin residents</td>
</tr>
<tr>
<td><strong>Timeline</strong></td>
<td>FSM has already begun to meet with MMG and is in the process of developing a demonstration garden program.</td>
</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>Marin residents will see fire safe landscaping that is both visually appealing and environmentally appropriate for their area. This will encourage them to make their homes safer.</td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>FSM’s total budget request for the 17 public education projects is $558,783 which also includes administration of three additional projects: chipper program, NOAA radio pilot and Red Flag Warning pilot.</td>
</tr>
</tbody>
</table>
Novato, San Rafael, Central Marin, Southern Marin, and West Marin Zones

**ACTION: NOAA RADIO PILOT PROJECT**

| **Description** | The Marin County Sheriff’s Office of Emergency Services (OES) recently entered into a Memorandum of Understanding (MOU) with the National Oceanic and Atmospheric Administration (NOAA) to include their NOAA weather radio system as part of the County’s alert and warning system. FSM proposes to distribute 1000 radios strategically throughout the County through Firewise communities as part of a pilot to test reception and ease of programming. The radios are capable of delivering Alert Marin messages related to large events to areas with no cell coverage and during Power Safety shutoffs. If successful, the MWPA could consider expanding the program. |
| **Rationale** | The primary advantages of this radio system are that it remains functional during power shutoffs and provides reception in most if not all areas of the County that do not have regular cell phone coverage. Recently the Sleepy Hollow Fire Protection District distributed NOAA weather radios to each of its block captains. Pending a successful test of the system by Marin OES, the District intends to use existing funds to distribute radios to all 850 households in Sleepy Hollow, which has little to no routine cell phone coverage. The Novato Fire District has also expressed interest in doing a similar pilot project. |
| **Concerns** | The project requires the cooperation of NOAA and Marin OES to conduct a system test. |
| **Stakeholders** | FSM, public safety agencies, Marin residents. |
| **Timeline** | Summer/Fall 2020 |
| **Outcomes** | If successful residents could be confident of receiving major alerts even if there is no power or cell coverage. |
| **Cost** | (1000) Midland WR120-ez radios x $30 ea. = $30,000 |

FSM will manage the program and distribute the radios with programming instructions to strategically selected Firewise communities as part of its Public Education proposal.
Novato, San Rafael, Central Marin, Southern Marin, and West Marin Zones

**ACTION: CHIPPER DAYS PROJECT**

| **Description** | We propose to offer curb side pickup chipper days to each FIREWISE Site in Marin. Smaller sites would be grouped together for efficiency. Each of the seventeen participating jurisdictions in the MWPA would also be offered two site targeted chipper days. FIRESafe MARIN would coordinate the program for the first year in cooperation with local agencies. |
| **Rationale** | Chipper days are one of the most successful community-based vegetation management programs in Marin. FSM has been providing and managing chipper days for a number of years including curbside pickup |
| **Declaration** | FSM has provided chipper days in the past. The program will be expanded to more sites in all zones and due to in part to shelter in place restrictions it will be curbside pickup. FSM has depended on grant funding for this type of program. Under the new MWPA agreement FSM will no longer be applying directly for grants. |
| **Concerns & Challenges** | The fire season has already started and there is immediate demand for chipper days. Landscape contractors are busy during the fire season and their availability may be more limited this year due to competing vegetation management projects. Scheduling will be difficult, and it will need to be spread over several months to accommodate the size of the program. Shelter in place restrictions make curbside pickup a more realistic alternative. More residents participate than in drop off programs, but it can be difficult on smaller streets and steep hills. Much coordination will be necessary to accomplish all the program goals and some goals may need to be scaled back as the program progresses. Pricing can only be estimated and may vary due to demand and terrain of each site/jurisdiction. |
| **Stakeholders** | FSM, cities and towns, residents, Firewise communities |
| **Timeline** | June through September |
| **Outcomes** | Chipper days reduce the overall fuel load. |
| **Cost** | Up to (200) individual curbside pickup chipper days at estimated $2500 each = not to exceed $500,000 |
**FSM-2020-C19**

**Novato, San Rafael, Central Marin, Southern Marin, and West Marin Zones**

**ACTION: RED FLAG WARNING SIGNAGE PROJECT**

<table>
<thead>
<tr>
<th>Description</th>
<th>FSM will convene a working group to develop standard signage and protocols for use during Red Flag Warning events. Signs announcing a Red Flag Warning will be affixed to standard A frame type construction barricades and placed strategically at major entry/exit points of Firewise neighborhoods. Firewise community members will be responsible for placing, removing and storing the signs. A public education campaign advising residents on fire safety during Red Flag events will be part of the project.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rationale</td>
<td>Last fire season the Cascade Canyon Firewise Site in Fairfax piloted a project that involved placing red flag warning signs on major streets in their community. The signs were placed on standard A frame style construction barricades. FIREWISE Site members placed, removed, and stored their signs. The program was well received and very successful. A number of other Firewise communities have approached FSM about expanding the program to other areas of Marin</td>
</tr>
<tr>
<td>Concerns</td>
<td>It is difficult to determine exactly how many signs will be needed, but our request is for 250 signs to start. We can return to MWPA with an additional request if the project merits.</td>
</tr>
<tr>
<td>Stakeholders</td>
<td>FSM, Fire Agencies, Firewise residents</td>
</tr>
<tr>
<td>Timeline</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Outcomes</td>
<td>Communities will have a strong reminder that the fire risk is greatly increased during Red Flag events and residents will be better prepared to take prompt action if a wildfire does develop.</td>
</tr>
<tr>
<td>Cost</td>
<td>250 signs @ $50 each = $12,500 FSM will organize the program and provide educational materials as part of its Public Education Proposal.</td>
</tr>
</tbody>
</table>
**Novato Area Zone**

The Novato Zone, composed of the Novato Fire Protection District, has approximately 948,000 of local funding to commit to projects in the MWPA’s first year. The Specific project sheets are below and includes increased public education and evacuation improvements via printing and mailing FIRECLEAR Evacuation brochures (L01), NOAA Weather Radio Distribution (L02), grants to property owners (L03 & L04), fuel reduction work (L05, L06, L07, & L08) and community chipper days (L09). The total proposed budget for these projects is $830,000.

Regarding Defensible Space and Home Hardening, The Novato Fire Protection District will budget approximately $900,000 of the $948,000 available to hire and equip six Certified Wildfire Mitigation Specialists (D01).
<table>
<thead>
<tr>
<th><strong>Novato – North Zone</strong></th>
<th>ALL residents and businesses in Novato</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Action/Project</strong></td>
<td>FIRECLEAR Public Evacuation Map Printing and Mailing</td>
</tr>
<tr>
<td><strong>What this means</strong></td>
<td>Printing, materials, and other production costs for mailing and distribution of public evacuation mapping in Novato. This project provides accelerated access to high resolution digital files of a 2-spread Main City FireClear Brochure, City-wide FireClear Map, City-wide Zone Identification Map, (35) Area Maps plus 2-sided Area Map Brochure with QR Codes, and a 2-sided Defensible Space Brochure already created using the same FireClear visual standards to be used for signage, PDFs, and mailings.</td>
</tr>
<tr>
<td><strong>Rationale</strong></td>
<td>The number one concern of the public with regards to immediate need in a wildfire is evacuation information. These public maps include a new information guide for escape and personal protective actions in the event of an escalating wildland fire. Allows the public to preplan and share specific evacuation information with family members and routes from each individual neighborhood. It includes the concept of pre-identified “Areas of Refuge” which are considered a last resort should evacuee become unable to evacuate fully out of an area under immediate fire conditions, directing them to closer areas nearby where they can reasonably expect to be able to ride out a fire until it passes and then they can evacuate further out of the area.</td>
</tr>
<tr>
<td><strong>Declarations</strong></td>
<td>This accelerates an existing project; Without MWPA this program may be reduced due to COVID-19 or other budgetary challenges.</td>
</tr>
<tr>
<td><strong>Concerns &amp; Challenges</strong></td>
<td>Many members of the public cannot read or decipher a printed map and will need to take time to understand content and exercise through evacuation drills.</td>
</tr>
<tr>
<td><strong>Environmental level &amp; ESP guide</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>NFD, NPD, homeowners, business owners, Novato Rotary Clubs, &amp; the City of Novato</td>
</tr>
<tr>
<td><strong>Timeline</strong></td>
<td>30 days to print and distribute via us mail.</td>
</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>To convey the importance of distributing spatial awareness and literacy in fire risk areas; to encourage accurate cognitive recall of fire evacuation information for residents, tourists, students, commuters, and employees in fire risk areas; and to create and distribute fire evacuation and preparedness information that is coherent, cohesive, and memorable.</td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>Not to exceed $60,000 This estimate includes printing, materials, or other production costs.</td>
</tr>
</tbody>
</table>
What this means

The Marin County Sheriff’s Office of Emergency Services (OES) recently entered into a Memorandum of Understanding (MOU) with the National Oceanic and Atmospheric Administration (NOAA) to include their NOAA weather radio system as part of the County’s alert and warning system. NFD proposes to distribute 1000 radios strategically throughout the North Zone. The radios are capable of delivering Alert Marin messages related to large events to areas with no cell coverage and during Power Safety shutoffs. If successful, the MWPA could consider expanding the program.

Rationale

A primary concern of the public with regards to immediate need in a wildfire is evacuation notification. The primary advantages of this radio system are that it remains functional during power shutoffs and provides reception in most if not all areas of the County that do not have regular cell phone coverage. Recently the Sleepy Hollow Fire Protection District distributed NOAA weather radios to each of its block captains. Pending a successful test of the system by Marin OES, the District intends to use existing funds to distribute radios to a large number of households in Novato.

Declarations

This is a new program; it would expand the Fire Safe Marin pilot project

Concerns & Challenges

Educating the public on when and how to use the radios during red flag conditions in the County. The radios require batteries to operate and to be changed on a regular basis—similar to the change your clocks/change your batteries campaign. The project requires the cooperation of NOAA and Marin OES to conduct a system test. Requires 3 x AA batteries or 9 V DC.

Environmental level

N/A

& ESP guide

Stakeholders

NFD, homeowners, business owners, City of Novato, County of Marin, & NOAA, FIRESafe Marin, Firewise neighborhoods

Timeline

Summer/Fall of 2020

Outcomes

If successful residents could be confident of receiving major alerts even if there is no power or cell coverage, in their own homes even in the middle of the night.

Cost

(1,000) Midland WR120-ez radios x $30 ea. = $30,000 + $800 to $1,000 in Batteries (Total $31,000)
**Novato – North Zone** | **ALL Structures in Novato**  
---|---  
**Action/Project** | Wildfire Structure Ignitability Mitigation Initiative  
**What this means** | Program will identify the homes most at-risk for ignitability and work directly with homeowners to ensure critical fire-aware upgrades and improvements are made. Specifically, homeowners will be eligible to apply for grant funding up to $2,500 to cover a 50/50 match of the cost of hardening their homes by replacing house vents and other features with materials that are WUI-compliant and as such, resistant to heat, flames, and embers that accompany most wildfires. Homeowner’s selected must also create and maintain defensible space around the home. The program may be used in conjunction with other MWPA grant programs.  
**Rationale** | The dispersion of burning embers from wildfires is the most likely cause of home ignitions during wildfire incidents in our area. When embers land near or on a structure, they can ignite near-by vegetation or accumulated debris on the roof or in the gutter. Embers can also enter the structure through openings such as house vents and could ignite the interior of the structure or debris in the attic. Wildfire can further ignite structures through direct flame contact and/or radiant heat of the combustible siding materials. For this reason, it is important that structures and properties are less prone to ignition by ember dispersion, direct flame contact, and radiant heat.  
**Declarations** | This is a new program, not possible without MWPA.  
**Concerns & Challenges** | Educating the homeowners of the need to replace existing construction features; finding qualified contractors who are educated on ignition resistant construction features and replacements, obtaining streamlined permit processes for both City and County.  
**Environmental level & ESP guide** | N/A  
**Stakeholders** | NFD, homeowners, business owners, City of Novato  
**Timeline** | Can start immediately based on home evaluations already completed or requested, by WMS—Will expand to other areas as evaluations are expanded. Homeowner may request an evaluation for the program.  
**Outcomes** | The key purpose of the Novato Fire District Wildfire Structure Ignitability Mitigation Initiative is to enact mitigation measures that reduce the risk of loss of life and property for up to 160 homeowners from future wildfire incidents in our region. The activities outlined in this Scope of Work support best practices- and evidence-based risk reduction activities; improve resiliency; reduce the impact of future wildfire events and overall, represent a long-term solution to a long-standing problem that has plagued our region. To that end, the vision of this initiative is to reduce structure ignitability by supporting the cost of house vent replacement in the existing built environment to improve resiliency & reduce fire risk among homeowners living in the targeted wildland urban interface.
Cost
This is a 50/50 matching grant program up to $2,500 per residence; Not to exceed $400,000 total project costs

<table>
<thead>
<tr>
<th>Novato – North Zone</th>
<th>ALL Structures in Novato</th>
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</thead>
<tbody>
<tr>
<td>Action/Project</td>
<td>Vegetation Management Matching Grant Program (VMMGP)</td>
</tr>
</tbody>
</table>

**What this means**
Program will identify the homes most at-risk for ignitability and work directly with homeowners to ensure proper defensible space is identified, created, and maintained. Specifically, homeowners will be eligible to apply for grant funding up to $1000 to cover a 50/50 match of the cost of creating and maintain a fire safe landscape. Homeowner’s selected must also agree to maintain defensible space around the home annually.

**Rationale**
The dispersion of burning embers from wildfires is the most likely cause of home ignitions during wildfire incidents in our area. When embers land near or on vegetation or accumulated debris the wildfire can further be carried to and ignite structures through direct flame contact.

**Declarations**
This expands and accelerates an existing program

**Concerns & Challenges**
IRS W-9 Form required

**Environmental level & ESP guide**
Follow ESP best practices; Categorical exemption: California Administrative Code: Section 15304: Minor Alterations to Land.

**Stakeholders**
NFD, homeowners, business owners, City of Novato

**Timeline**
Can start immediately based on home evaluations already completed or requested, by WMS—Will expand to other areas as evaluations are expanded.

**Outcomes**
The key purpose of is the Novato Fire District Wildfire Vegetation Mitigation Grants are to enact removal of fire prone plants and planting arrangements to reduce the risk of loss of life and property from future wildfire incidents in for up to 200 homes/businesses in our region. The activities outlined in this Scope of Work support best practices- and evidence-based risk reduction activities; improve resiliency; reduce the impact of future wildfire events and overall, represent a long-term solution to a long-standing problem that has plagued our region. To that end, the vision of this initiative is to reduce structure ignitability by modifying the existing private landscaping to improve resiliency & reduce fire risk among homeowners living in a given neighborhood.

**Cost**
This is a 50/50 matching grant program up to $500 per residence; Not to exceed $100,000
### Action/Project

<table>
<thead>
<tr>
<th>Novato-North Zone</th>
<th>Marin Highland Park-Novato</th>
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</thead>
<tbody>
<tr>
<td>Action/Project</td>
<td>Shaded Fuel Break &amp; Home Ignition Zone Assessments at Marin Highland Park Neighborhood</td>
</tr>
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</table>

**What this means**

Enhance defensible space surrounding 275 homes and the Marin Highlands Park neighborhood of north/west Novato with the creation of a shaded fuel break; educate homeowners and mitigation efforts within the home ignition zone by in person home evaluations; introduce Fire Wise Community; reduce fire intensity and ember production by providing chipper days, while improving fire-fighting capacity to fight fire effectively.

**Rationale**

Meets the core MWPA goals of improving vegetation management by reducing combustible plants, dead & downed trees and vegetation to reduce the fire intensity and fire brands and improve resident wildfire preparedness knowledge.

**Declarations**

This is a new program, not possible without MWPA.

**Concerns & Challenges**

Coordinating with homeowners regarding project logistics. Securing appropriate contractors to conduct the work. Fire District management of additional workload.

**Environmental level & ESP guide**

Categorical exemption: California Administrative Code: Section 15304: Minor Alterations to Land.

**Stakeholders**

Novato Fire District, City of Novato & residents surrounding the project.

**Timeline**

Initial work anticipated at three to four weeks during summer 2020, including planning with the City of Novato, coordinating with the homeowners for home assessments; securing contractors to perform work and complete the work.

**Outcomes**

Building a more fire resilient and prepared neighborhood. Maintain and increase existing community defensible space up to additional 100 feet from structures over an approximately 15-acre zone surrounding the Marin Highland Park community and improve resident safety awareness.

**Cost**

Approximately $57,000 shaded fuel break $6,000 Biologic Survey/Assessment; Chipper Day costs covered by FSM program.
### Novato-North Zone
#### Seventh Street/Carmel Dr/Romar Court Fuel Break & D-Space

<table>
<thead>
<tr>
<th>Action/Project</th>
<th>Shaded Fuel Break &amp; Home Ignition Zone Assessment</th>
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<tbody>
<tr>
<td><strong>What this means</strong></td>
<td>Enhance defensible space surrounding 60 homes and 20 apartment complexes by crating shaded fuel breaks; educate homeowners and mitigation efforts within the home ignition zone with in person evaluations; introduce Fire Wise Community concepts; reduce fire intensity and ember production by introducing chipper days to residents, while improving fire-fighting capacity to fight fire effectively.</td>
</tr>
<tr>
<td><strong>Rationale</strong></td>
<td>Meets the core MWPA goal of improving vegetation management by reducing combustible fire prone plants, tree maintenance, to reduce fire intensity and firebrand production.</td>
</tr>
<tr>
<td><strong>Declarations</strong></td>
<td>This is a new program, not possible without MWPA.</td>
</tr>
<tr>
<td><strong>Concerns &amp; Challenges</strong></td>
<td>Coordinating with homeowners regarding project logistics. Securing appropriate contractors to conduct the work. Fire District management of additional workload.</td>
</tr>
<tr>
<td><strong>Environmental level &amp; ESP guide</strong></td>
<td>Categorical exemption: California Administrative Code: Section 15304: Minor Alterations to Land.</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>Two and half weeks during summer 2020, including planning with the City of Novato, coordinating with the homeowners and apartment managers for home assessments; securing contractors to perform work and complete the work.</td>
</tr>
<tr>
<td><strong>Timeline</strong></td>
<td>Two and half weeks during summer 2020, including planning with the City of Novato, coordinating with the homeowners and apartment managers for home assessments; securing contractors to perform work and complete the work.</td>
</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>Building a more fire resilient and prepared neighborhood. Maintain and increase existing community defensible space up to additional 100 feet from structures over an 8-acre zone surrounding the community.</td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>$21,000 Shaded Fuel break $6,000 Biologic Surveys/Assessments. Chipper days cost covered by FSM Chipper Day program.</td>
</tr>
<tr>
<td>Action/Project</td>
<td>Fuel Break &amp; Home Ignition Zone Assessments</td>
</tr>
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<td>---------------------------------------------</td>
</tr>
<tr>
<td><strong>What this means</strong></td>
<td>Enhance defensible space surrounding 56 homes and the Pleasant Valley community of north/west Novato by creating shaded fuel breaks; educate homeowners and mitigation efforts within the home ignition zone by in person home evaluations; introduce Fire Wise communities; reduce fire intensity and ember production by introducing chipper days, while improving fire-fighting capacity to fight fire effectively.</td>
</tr>
<tr>
<td><strong>Rationale</strong></td>
<td>Meets the core MWPA goals of improving emergency access routes and expand the reduction of combustible plants, vegetation and dead and coyote brush, broom, eucalyptus trees and dry grasses to reduce fire intensity and fire brands within the community; improve home ignition zone education.</td>
</tr>
<tr>
<td><strong>Declarations</strong></td>
<td>This is a new program, not possible without MWPA</td>
</tr>
<tr>
<td><strong>Concerns &amp; Challenges</strong></td>
<td>Coordinating with homeowners regarding project logistics. Securing appropriate contractors to conduct the work. Survey for ground nesting birds one day before project by MCOSD staff. Fire District management of additional workload. Securing the necessary $6800 to conduct this work.</td>
</tr>
<tr>
<td><strong>Environmental level &amp; ESP guide</strong></td>
<td>Categorical exemption: California Administrative Code: Section 15304: Minor Alterations to Land NFD would incorporate Best Management Practices to ensure that nesting birds, bats and woodrats are not impacted.</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>Novato Fire District, MCOSD &amp; Residents surrounding the project.</td>
</tr>
<tr>
<td><strong>Timeline</strong></td>
<td>I day for fuel break and one week for home assessments during summer 2020, including planning with the Marin County Parks and Open Space District, coordinating with the homeowners for home assessments; securing contractors to perform work and complete the work.</td>
</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>Building a more fire resilient and prepared neighborhood. Maintain and increase existing community defensible space up to additional 100 feet from structures over an approximately 4-acre zone surrounding the community.</td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>Fuel break $6,800; Chipper days cost covered by FSM Chipper Day program.</td>
</tr>
<tr>
<td>Novato-North Zone</td>
<td>Ignacio Valley - Novato</td>
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</tr>
<tr>
<td><strong>Action/Project</strong></td>
<td>Shaded Fuel Break and Home Ignition Zone Assessment</td>
</tr>
</tbody>
</table>

**What this means**
Enhance defensible space surrounding 325 ridgetop homes in the community of Ignacio by creating shaded fuel breaks; educate homeowners and mitigation efforts within the home ignition zone with in person home evaluations; introduce Fire Wise Communities; reducing fire intensity and ember production by introducing chipper days, while improving fire-fighting capacity to fight fire effectively.

**Rationale**
Expand the reduction of combustible plants, vegetation, dead & down tree branches, coyote brush, broom and dry grasses to reduce fire intensity and fire brands within the community and improve home ignition zone education.

**Declarations**
This is a new program, not possible without MWPA

**Concerns & Challenges**
Coordinating with homeowners regarding project logistics. Securing appropriate contractors to conduct the work. Fire District management of additional workload. Securing the necessary $43,000 to conduct this work.

**Environmental level & ESP guide**
Categorical exemption: California Administrative Code: Section 15304: Minor Alterations to Land Class 4 (I). Fuel management activities within 100 feet from structures.

**Stakeholders**
Novato Fire District, City of Novato & Ignacio Valley residents, NMWD

**Timeline**
Two to two and half weeks during summer 2020, including planning with the City of Novato, coordinating with the homeowners for home assessments; securing contractors to perform work and complete the work.

**Outcomes**
Building a more fire resilient and prepared neighborhood. Maintain and increase existing community defensible space up to additional 100 feet from structures over a 15-acre zone surrounding the Ignacio valley community;

**Cost**
Approximately $38,000 Shaded Fuel Break $6,000 – Biological Surveys/assessments ($43,000 total project costs) Chipper days cost covered by FSM Chipper Day program.
# Chipper Days Projects

## What this means

The program is intended to assist residents in maintaining a defensible area around structures by lessening the amount of flammable vegetation on their property. The program will run year-round to assist residents in reducing vegetation by facilitating the chipping of material produced in quantities too large for green bins. We will assign contracted crews to chip material that has already been cut and stacked by homeowners near the roadside. Chips can be re-broadcast back onto the property or we will offer a free haul-away service to be used when chips are not appropriate to be broadcast back onto the property or nearby.

## Rationale

Chipper days reduce the overall fire fuel load. Less fuel load means less fire hazards and less heat. Less fire prone plants will assist with creating better defensible space and reduce fire spread from a vegetation fire to the structures, thus reducing structural ignitability as identified in the existing Marin CWPP. The program will allow us to assist the 35 designated neighborhoods all across Novato by participating homeowner associations, and individual landowners with vegetation-fuel reduction to reduce wildfire hazards in Marin by contracted, fully staffed curb side pick-up and chipping.

## Declarations

Additional coordinated chipper days to further expand and enhance FSM Chipper Day schedule; New program not possible without MWPA funding.

## Concerns & Challenges

Notifying neighborhood who have not had chipper days in the past with the “rules” of what can be chipped, timing and arrangements of what fuels pick up. Chips will be dispersed locally to aid as mulch and to keep the weeds down in other project locations if possible, to reduce the disposal fees and fuel consumption of driving to and from chipping locations.

## Environmental level & ESP guide

Categorical exemption: California Administrative Code: Section 15304: Minor Alterations to Land Class 4 (I). Fuel management activities within 100 feet from structures.

## Stakeholders

NFD, homeowners, business owners, City of Novato, contractors, FIRESAFE Marin

## Timeline

July 1, 2020 to June 30, 2020

## Outcomes

NFD will monitor and collect data on the usage, fuels reduction volume output. Additional 33 days of targeted neighborhood fuel reduction shared over 35 Novato neighborhoods.

## Cost

Individual curbside pickup chipper days at estimated at approx. $3000 per day. Total project cost not to exceed $100,000

<table>
<thead>
<tr>
<th>Action/Project</th>
<th>Chipper Days Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>Novato – North Zone</td>
<td>ALL residents and businesses in Novato</td>
</tr>
<tr>
<td><strong>What this means</strong></td>
<td>The program is intended to assist residents in maintaining a defensible area around structures by lessening the amount of flammable vegetation on their property. The program will run year-round to assist residents in reducing vegetation by facilitating the chipping of material produced in quantities too large for green bins. We will assign contracted crews to chip material that has already been cut and stacked by homeowners near the roadside. Chips can be re-broadcast back onto the property or we will offer a free haul-away service to be used when chips are not appropriate to be broadcast back onto the property or nearby.</td>
</tr>
<tr>
<td><strong>Rationale</strong></td>
<td>Chipper days reduce the overall fire fuel load. Less fuel load means less fire hazards and less heat. Less fire prone plants will assist with creating better defensible space and reduce fire spread from a vegetation fire to the structures, thus reducing structural ignitability as identified in the existing Marin CWPP. The program will allow us to assist the 35 designated neighborhoods all across Novato by participating homeowner associations, and individual landowners with vegetation-fuel reduction to reduce wildfire hazards in Marin by contracted, fully staffed curb side pick-up and chipping.</td>
</tr>
<tr>
<td><strong>Declarations</strong></td>
<td>Additional coordinated chipper days to further expand and enhance FSM Chipper Day schedule; New program not possible without MWPA funding.</td>
</tr>
<tr>
<td><strong>Concerns &amp; Challenges</strong></td>
<td>Notifying neighborhood who have not had chipper days in the past with the “rules” of what can be chipped, timing and arrangements of what fuels pick up. Chips will be dispersed locally to aid as mulch and to keep the weeds down in other project locations if possible, to reduce the disposal fees and fuel consumption of driving to and from chipping locations.</td>
</tr>
<tr>
<td><strong>Environmental level &amp; ESP guide</strong></td>
<td>Categorical exemption: California Administrative Code: Section 15304: Minor Alterations to Land Class 4 (I). Fuel management activities within 100 feet from structures.</td>
</tr>
<tr>
<td><strong>Stakeholders</strong></td>
<td>NFD, homeowners, business owners, City of Novato, contractors, FIRESAFE Marin</td>
</tr>
<tr>
<td><strong>Timeline</strong></td>
<td>July 1, 2020 to June 30, 2020</td>
</tr>
<tr>
<td><strong>Outcomes</strong></td>
<td>NFD will monitor and collect data on the usage, fuels reduction volume output. Additional 33 days of targeted neighborhood fuel reduction shared over 35 Novato neighborhoods.</td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>Individual curbside pickup chipper days at estimated at approx. $3000 per day. Total project cost not to exceed $100,000</td>
</tr>
</tbody>
</table>
San Rafael Area Zone

The San Rafael Area, composed of the City of San Rafael, Marinwood Community Service District and unincorporated Marin County, has approximately $977,000 of local funding to commit to projects in the MWPA’s first year. The San Rafael and Marinwood Fire Departments have an existing Chiefs agreement and plan to implement projects in coordination, with proportional allocations. The specific project sheets are below and include increased public education (SNR-L03, L07 & L08) evacuation improvements via printing and mailing FIRECLEAR Evacuation brochures and roadside work (SNR-L03 & SNR-L05), fuel reduction work (MRW-L02, SRN-L04, L06, L07, & L08), goat grazing (MRW-L01 & SNR-L06), community disaster preparedness specialist (SNR-L02), open space ranger (SNR-L01) and community chipper days (SNR-D02 & L04). The total proposed budget for these projects is $895,000.

In addition, San Rafael and Marinwood will run a combined Defensible Space and Home Hardening program with a combined available budget of $977,000. The first year will focus on increasing the number of inspections through a poll of seasonal inspectors and building the program to include Certified Wildfire Mitigation Specialists. The initial requested budget for the interim program is $450,000, including staff, equipment, and a leased chipper to support resident’s defensible space work. Marinwood will contribute $40,000 of the $64,412 they have available to this interim defensible space program, with San Rafael covering the remainder.

<table>
<thead>
<tr>
<th>MRW-2020-L01</th>
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<tbody>
<tr>
<td>San Rafael Zone</td>
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<tr>
<td>Action/Project</td>
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<tr>
<td><strong>What this means</strong></td>
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<tr>
<td><strong>Rationale</strong></td>
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<tr>
<td><strong>Declarations</strong></td>
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<tr>
<td><strong>Environmental level &amp; ESP guide</strong></td>
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<td><strong>Outcomes</strong></td>
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<td><strong>Cost</strong></td>
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<td>San Rafael Zone</td>
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<td><strong>Action/Project</strong></td>
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<td><strong>What this means</strong></td>
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<tr>
<td><strong>Rationale</strong></td>
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<tr>
<td><strong>Declarations</strong></td>
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<td><strong>Concerns &amp; Challenges</strong></td>
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<td>San Rafael Zone</td>
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<td><strong>SRN-2020-L02</strong></td>
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<tr>
<td><strong>San Rafael Zone</strong></td>
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AGREEMENT FOR PROFESSIONAL SERVICES

FOR ________________________________

This Agreement is made and entered into this _____ day of __________________, 20___, by and between the MARIN WILDFIRE PREVENTION AUTHORITY (hereinafter "MWPA"), and ______________________ (hereinafter "CONSULTANT").

RECITALS

WHEREAS, _______________________________________; and

WHEREAS, _______________________________________; and

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. PROJECT COORDINATION.

A. MWPA’S Project Manager. The _____________ 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. _____________ 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 as follows:

_______________________________________________________________________________

_______________________________________________________________________________

_______________________________________________________________________________

3. DUTIES OF MWPA.

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

   For the full performance of the services described herein by **CONSULTANT**, **MWPA** shall pay **CONSULTANT** as follows:

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

5. **TERM OF AGREEMENT.**

   The term of this Agreement shall be for (____) year(s) commencing on ____________ and ending on ________________. Upon mutual agreement of the parties, and subject to the approval of the Executive Officer the term of this Agreement may be extended for an additional period of up to (____) year(s).

6. **TERMINATION.**

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

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

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

   D. **Return of 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.

7. **OWNERSHIP OF DOCUMENTS.**

   The 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**. **MWPA** may use said property for any purpose, including projects not contemplated by this Agreement.

Revised 10/5/2020
8. **INSPECTION AND AUDIT.**

Upon reasonable notice, **CONSULTANT** shall make available to **MWPA**, or its agent, for inspection and audit, all 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.

9. **ASSIGNABILITY.**

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

10. **INSURANCE.**

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

   1. A commercial general liability insurance policy in the minimum amount of 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, 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**.

   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 work).
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.

11. INDEMNIFICATION.

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 Indemnites”), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively “CLAIMS”), arising out of CONSULTANT'S performance of its obligations or conduct of its operations under this Agreement. The CONSULTANT's obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the MWPA Indemnites. However, to the extent that liability is caused by the active negligence or willful misconduct of the MWPA Indemnites, the CONSULTANT's indemnification obligation shall be reduced in proportion to the MWPA Indemnites’ share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the CONSULTANT’S work or work product by the MWPA or any of its directors, officers or employees shall not relieve or reduce the CONSULTANT’S indemnification obligations. In the event the MWPA Indemnites are made a party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT’S performance of or operations under this Agreement, CONSULTANT shall provide a defense to the MWPA Indemnites or at MWPA'S option reimburse the MWPA Indemnites their costs of defense, including reasonable attorneys’ fees, incurred in defense of such claims.

B. 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 Indemnites) 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 subcontractors, 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.

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

12. NO RECOURSE AGAINST MEMBERS OF MWPA

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

13. NONDISCRIMINATION.

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

14. COMPLIANCE WITH ALL LAWS.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. CONSULTANT shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. CONSULTANT shall release, defend, indemnify and hold harmless MWPA, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

15. NO THIRD PARTY BENEFICIARIES.

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

16. NOTICES.

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

TO CONSULTANT’s Project Director: ____________________________________________
                                                                                     __________________________________
                                                                                     __________________________________

17. **INDEPENDENT CONTRACTOR.**

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

18. **ENTIRE AGREEMENT -- AMENDMENTS.**

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

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

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

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

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

19. **SET-OFF AGAINST DEBTS.**

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

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

21. **COSTS AND ATTORNEY’S FEES.**

   The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

22. **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).

23. **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.

24. **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.

25. **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**

Revised 10/5/2020
Mark Brown, Executive Officer

Name:____________________________
Title:____________________________

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

By:______________________________

APPROVED AS TO FORM:

Name:____________________________
Title:____________________________

MEGAN H. ACEVEDO, General Counsel
STAFF REPORT

For the Meeting of October 15, 2020

To: Marin Wildfire Prevention Authority Board of Directors

From: Megan Holt Acevedo, General Counsel
Mark Brown, Executive Officer

Subject: Retention of Specialized Environmental Legal Counsel Services to assist with the MWPA Environmental Consulting Services

____________________

RECOMMENDATION:

That the Board of Directors consider and then authorize staff to retain specialized Environmental Legal Counsel Services to assist with the MWPA environmental consulting services.

BACKGROUND:

The MWPA is seeking an environmental consultant to provide environmental review for the Authority’s projects. The goal is to provide a thorough analysis that complies with the requirements of the California Environmental Quality Act (CEQA) and ensures that the Authority can move forward with the 2021 Work Plan.

In 2019 the California Department of Forestry and Fire Protection (CAL FIRE) adopted the California Vegetation Treatment Program (CalVTP) and analyzed the environmental impacts associated with the CalVTP in a Program Environmental Impact Report (PEIR). The PEIR covers the impacts of vegetation management projects within State Responsibility Areas (SRA) throughout California. The PEIR was developed to allow local jurisdictions with vegetation

1 The PEIR is a “program EIR” which evaluates series of actions that can be characterized as one large project for a continuing program. Under the CEQA Guidelines, a program EIR can be used to simplify the task of preparing environmental documents on later activities in the program. The program EIR can:

(1) Provide the basis in an initial study for determining whether the later activity may have any significant effects.
(2) Be incorporated by reference to deal with regional influences, secondary effects, cumulative impacts, broad alternatives, and other factors that apply to the program as a whole.
(3) Focus an EIR on a later activity to permit discussion solely of new effects which had not been considered before.

Cal. Code Regs. tit. 14, § 15168(d)
management projects in SRAs to tier their project-specific environmental analyses off of the program level document. The MWPA’s jurisdiction includes SRAs and therefore, the Authority may be able to rely on the PEIR to simplify the task of preparing environmental document(s) for its Core projects involving vegetation management activities. Even in areas outside of the SRA’s the PEIR may inform the impacts analysis and mitigation measures identified as part of the MWPA’s CEQA analysis.

Understanding the extent to which the MWPA can utilize the PEIR and any risks associated with that reliance will require familiarity with the PEIR and current litigation challenging the PEIR. In addition, even if the MWPA uses the PEIR as the basis for its project-specific analysis of the vegetation management projects within the Work Plan, it will likely require at least six months to complete the evaluation. Getting the CEQA work started as efficiently as possible will allow MWPA to hit the ground running with next year’s Work Plan.

As it evaluates the best approach to CEQA compliance for the FY 2021-22 Work Plan, staff recommends the MWPA enlist specialized legal assistance from a law firm with wildfire prevention and vegetation management expertise. Staff has contacted Remy, Moose and Manley, LLP, which advised the Board of Forestry and its environmental consultants throughout the preparation of the CalVTP PEIR. The two attorneys most involved with the PEIR, Jim Moose and Sabrina Teller, have indicated their interest in assisting the MWPA with CEQA compliance issues. The Board may provide staff with direction related to the scope of work for these services.

If the Board chooses to work with Remy, Moose and Manley, Epstein + Holtzapple will assist the MWPA in its communications with the firm and in facilitating the legal services to be performed.

**FISCAL IMPACT:**
Jim Moose and Sabrina Teller have offered a reduced rate of $390/hour for their advisory services for the MWPA.

**ENVIRONMENTAL IMPACT:**
Entering into the attached agreement for specialized legal services is not a “project” under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

Respectfully submitted,  
Megan Holt Acevedo  
General Counsel

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2 More information about the firm and its attorneys is available at [https://www.rmmenvirolaw.com](https://www.rmmenvirolaw.com)
MARIN WILDFIRE PREVENTION AUTHORITY

STAFF REPORT

For the Meeting of October 15, 2020

To: Marin Wildfire Prevention Authority Board of Directors
From: Mark Brown, Executive Officer

RECOMMENDATION:

That the MWPA Board of Directors review, edit as needed and approve the Administrative and Financial Business Plan for MWPA through December 31, 2020.

BACKGROUND:

Even before Measure C was passed by the voters in March 2020, an informal coalition of managerial staff, fire professionals and interested community members was laying the groundwork for the structure of the MWPA. All persons involved understood that another fire season was already forming, and like previous years, the wildland fire potential was enormous.

Even so, the other societal factors like the acceleration of the Covid-19 pandemic, employment shifts, political unrest and shockingly swift disruptions of local government revenue and expenditure plans underlaid a “perfect storm” of catastrophes that was then compounded by the start of the worst fire season in California’s history.

The MWPA’s foundation laid by the informal coalition is remarkable, and the achievements to date are notable. Now, with the Board’s formation in May 2020, and the appointment of the MWPA’s first Executive Officer, the organization is poised to establish its policy, procedural and programmatic missions.

In the transition time before March 2020 and into September 2020, Marin County Fire Chief and Operations Committee Co-Chair Jason Weber and his staff, Larkspur City Manager and Operations Committee Co-Chair Dan Schwarz and his staff, and the MWPA Board of Directors deserve accolades for their continuous effort to both carry out the mission and advance the organization.

At present, in addition to the 17-member Board of Directors, all volunteers from the service area agencies that created MWPA, the MWPA is being managed by the following staff:
• A full time Executive Officer, effective date of hire October 1, 2020
• A part-time contract Consultant, through October 31, 2020;
• A part-time Treasurer/Finance Director and a part-time administrative aide on contract from the Southern Marin Fire Protection District (SMFD);
• A part-time contract General Legal Counsel;
• A part-time contract Website Administrator;
• Vegetation management/chipping/outreach and public education services provided by a formerly informal arrangement, and now executed agreement with FIRESafe Marin, a 501(c)(3) non-profit organization; and
• Multiple city/town/county/district elected officials, managers, fire chiefs and administrative staff helping to establish the MWPA by volunteering or advancing their services without compensation in addition to carrying out their existing full-time duties.

This support structure is inadequate to properly establish and maintain the MWPA, with its almost $20 million per year annual budget and commensurate expenses, and MWPA will need to build a sustainable, transparent and efficient organization to support its wildfire prevention mission, goals and objectives.

Because the initial proceeds from taxes for the MWPA will not be available until after December 10, 2020, the MWPA has arranged a line of credit from the County of Marin to begin paying initial expenses. Some early expenses were paid by the local agencies managing a particular aspect of MWPA’s activities, and those expenses will be reimbursed from the line of credit. Most service providers’ invoices have been pending until the line of credit was in place. The initial line of credit distribution from the County of Marin to the MWPA became available on Monday, September 7, 2020.

The purpose of this outline is to convey the breadth, depth and magnitude of the work that must be done in the next 2½ months so that the organization can move forward constructively. MWPA will now create the organization that will carry out the taxpayers’ direction and attempt to innovatively and effectively affect wildfires in our region.

The outline is by no means comprehensive, and will be amended and updated continuously during the next few months by the Executive Officer, as he recommends creation of the organization he feels is needed, and by the Board of Directors, who will evaluate, amend and adopt the Executive Officer’s direction.

**September 15 – September 30, 2020: Administrative and Financial Tasks**

- Hire the Executive Officer - DONE
- Establish a Payroll System - DONE
- Establish the Benefits System - DONE
- Write a Job Description for the Executive Officer - TBD
- Complete filings required by state law associated with the formation of a JPA - DONE
- Contract for and Establish the Agenda Management/Posting System – DONE (Granicus)
- Begin creating a Records Management, Retention and Destruction System - TBD
- Create a Transition Plan for the Executive Officer - DONE
• Schedule the Citizens’ Oversight Subcommittee (COC) to evaluate and recommend applicants to the Board of Directors on October 15, 2020 - DONE
• Draft a Request for Proposal (RFP) for Environmental Services Consultant to assist with establishing the MWPA’s Environmental Management Services - DONE
• Staff Evaluation of Internal Audit Firms to Recommend to the Finance Committee for consideration - DONE

October 1, 2020 – October 31, 2020: Administrative and Financial Tasks
• Implement the Executive Officer (EO) Transition – IN PROCESS
• Identify and Shift Administrative & Finance Tasks between the Interim EO and the EO - DONE
• Develop the Agenda for the October 15, 2020 Regular Board Meeting - DONE
• Write the staff reports, agreements, RFPs for the Board Meeting Packet - DONE
• Coordinate with committees for oral or written update/progress reports for Board Meeting – IN PROCESS
• Train EO on the Agenda Management/Posting Technology System with SMFD Staff - TBD
• Schedule & coordinate with the Board’s COC Subcommittee to recommend COC Members from the Applicant Pool - DONE
• Schedule Initial Meetings of the Executive, Finance, COC and Advisory Technical Committees – IN PROCESS
• Meet with OPS Committee to coordinate program and admin/financial activities - TBD
• Schedule EO intro meetings with individual/small groups of Boards to build relationships – IN PROCESS

November 1, 2020 – November 30, 2020: Administrative and Financial Tasks
• Issue RFP for Environment Services Consultant
• Evaluate Independent Auditor Proposals for Recommendation to Finance Committee/Board
• Develop Criteria for RFP for HR/Employment Practices Consultant to Assist with Employee Handbook, Job Descriptions, Employee Policies & Procedures, Organizational Structure, Training/Other Legal Requirements
• Develop the Agenda for the November 19, 2020 Regular Board Meeting
• Write the staff reports, agreements, RFPs for the Board Meeting Packet
• Coordinate with committees for oral or written update/progress reports
• Create a workflow PERT chart linking Executive Officer, part-time contract employees, committees and Board activities to coordinate planning/decision making/implementations actions

November 19, 2020 MWPA Board Meeting – Tentative Topics

Consent Agenda
Minutes, Financial Reports
Old Business
Review and Approve ByLaws/Policies & Procedures recommended for Executive, Finance, COC, Operations, and Advisory Technical Committee
Appoint Environmental Services Consultant and Specialized Environmental Legal Services to establish MWPA's Environmental Services Program, and coordinate environmental review activities with local agencies
Review and Consider the MWPA Communications Strategy and Plan from Executive Committee
New Business
Review Executive Committee recommendations on Policies, Procedures and Practices
Review Finance Committee recommendations on financial report design, other Policies, Procedures and Practices
Accept or Provide Additional Direction to OPS Committee to Create and Implement Evacuation Route Plan

Committee Reports

December 1, 2020 – December 31, 2020: Administrative and Financial Tasks
- Develop the Agenda for the December 17, 2020 Regular Board Meeting
- Write the staff reports, agreements, RFPs for the Board Meeting Packet
- Begin to design the MWPA organizational structure with positions, relationships between employees and job description/task/responsibility development
- Determine and retain the person(s) who will find, draft and re-draft and edit policies and procedures assigned to the Executive, Finance and Operations Committees, and determine how & when the committees will recommend approval to the Board of Directors
- Schedule and Develop Agenda for Board Education Session, and Strategic/Foresight Planning and Team Building Session
- Begin implementing the Board approved Communications Plan
- Working with the OPS Committee, the Finance Committee and Admin/Financial staff, design mid-year budget reports coordinating the Work Program, Administrative and Financial Business Plan, with revenues, expenditures and financial projections

December 17, 2020 MWPA Board Meeting – Tentative Topics

Consent Agenda
Minutes, Financial Reports
Old Business
Review and Approve ByLaws/Policies & Procedures recommended for Executive, Finance, COC, Operations, and Advisory Technical Committee
Progress Report from Environmental Services Consultant on establishing MWPA’s Environmental Services Program
Progress Report on Draft Evacuation Plan Document
New Business
Continued review of Executive Committee recommendations on Policies, Procedures and Practices
Continued review of Finance Committee recommendations on financial report design, other Policies, Procedures and Practices
Discuss and Approve Agenda and Date/Time for the Board Education Session, and for the Board Strategic/Foresight Planning and Team Building Session(s)
Committee Reports
FISCAL IMPACT:

None known at present, yet to be determined.

ENVIRONMENTAL REVIEW:

The Board’s consideration of a draft MWPA Administrative and Financial Business Plan 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

C: Jean Bonander, Consultant
To: Marin Wildfire Prevention Authority Board of Directors

From: Rich Shortall, FIRESafe Marin

Subject: Update from FIRESafe Marin on projects/programs

RECOMMENDATION:
Receive report from FIRESafe Marin on MWPA supported projects and programs.

BACKGROUND:
FIRESafe Marin has been contracted to provide a variety of services and programs for MWPA. Attached is an update on those programs/projects. Rich Shortall who will be available for questions.

FISCAL IMPACT:
Funds for FIRESafe Marin have been allocated in your FY20-21 budget.
MWPA Project Update
October 2020

Monthly Webinars

Our third webinar featured FSM Firewise Liaison John Hanson and Ecologically Sound Practices organizer Belle Cole discussing community organizing for fire safety and the importance of using best practices for fire projects to protect and enhance our environment. Unfortunately the webinar was hosted at the same time as the presidential debate so attendance was down. I encourage you to view the interviews we conducted with our local Firewise leaders that were presented during the webinar. Their stories show the value of community organizing to improve fire safety. We also had an opportunity at several times to highlight the important contribution the MWPA is making towards fire safety and preparedness in Marin.

Our next presentation is entitled Wildfire 101: How Wildfires Burn in the WUI and will be held on Tuesday, October 27 @ 6pm. Speakers include Steve Quarles, a FSM Board member and expert on wildfire protection for residential and light commercial buildings. Steve served 26 years with the University of California, and 8 years as Chief Scientist for Wildfire and Durability with the Institute for Business & Home Safety (IBHS). The other speaker is Yana Valachovic, County Director - Forest Advisor for Humboldt and Del Norte Counties - University of California Cooperative Extension.

FSM-2020-C01

5 Community Wildfire Protection Workshops 5 (1 in each zone) FSM-2020-C02
Annual workshop for Landscape Professionals FSM-2020-C03
Annual Workshop for Home Hardening Contractors FSM-2020-C04

Planning has begun for these workshops which will be held on line next spring. Meetings have been scheduled with the CA Landscape Contractors Association - North Coast Chapter to help plan the content for the Landscape Contractor training.

Prevention and Preparedness in schools "Get Ready Fifth Grade" FSM-2020-C05

This program is now on a fast track to be ready for a classroom pilot by the end of October. All of the curriculum has been developed and the course will be delivered using the web based interactive Google Pear Deck educational technology. Graphic design is nearing completion and five video scripts and storyboards are now completed. Video production is about to start.

Prepare Educational materials such as brochures and handouts FSM-2020-C06

We continue to distribute our educational materials. The popular “Homeowners Guide to Wildfire Preparation in Marin” is undergoing some minor revisions prior to a reprint. As the defensible space inspections wrap up in some parts of the County, we plan to use the experience of some of the inspectors to develop new materials for the program.
Develop Spanish language training and educational materials  FSM-2020-C07
The FSM website is equipped with the Google Translate feature so that all of the information is now available in many languages. Our popular “Evacuation Checklist” is being translated into Spanish and will soon go to the printer. A video to accompany the Red Flag Warning project will be filmed in both Spanish and English.

Support Wildfire Mitigation Specialists  FSM-2020-C08
As the defensible space inspections wrap up in some parts of the County, we plan to use the experience of some of the inspectors to develop new materials for the program.

Monthly Firewise online Community Meetings  FSM-2020-C09
We continue to host the monthly Firewise Leaders meeting immediately after the FSM monthly Board meeting on the second Friday of each month and we routinely participate in local Firewise meetings.

Staff to support Firewise sites with technical and direct support  FSM-2020-C10
We have distributed 5000 door hangers to Firewise sites. One side of the door hangers solicits contact information while the other side has fire pre-planning and evacuation information. These can be placed at homes even during the COVID epidemic. This project is expected to increase the resident contact information which is critical to the success of the Firewise program. Our Firewise metric project is almost complete enabling us to measure improvements in organizational capacity and effectiveness. The website firewise site informational listings are being update and new content will soon be added to provide guidance for both initial certification and renewal.

Maintain current and comprehensive website library of resources FSM-2020-C11
We continue to upgrade our website to make it more user friendly. The website is very popular and we receive questions about sharing our content from fire councils throughout the State.

Educational video- creation and distribution  FSM-2020-C12
Two new videos that describe how to make decks safer from wildfire have been added to the FSM youtube channel. These were created by Steve Quarles, our home hardening expert. They are very well done and informative. We will soon be shooting new videos for the Red Flag Warning project and the Ready 5th Grade program.

Respond to resident inquiries and requests in timely manner  FSM-2020-C13
We continue to provide same day response to virtually every request for information. Volume has increased substantially due to the increased demand for the chipper program and inquiries following defensible space inspections.
Prepare and distribute monthly newsletter  
NEWSLETTERS ARE TYPICALLY SENT OUT ON THE SECOND TUESDAY OF EACH MONTH. OUR AVERAGE OPEN RATE CLICK THROUGHS ARE EXTREMELY HIGH. WE CONTINUE TO EXPAND OR PARTNER LIST WITH FURTHERS OUR REACH THROUGH REFERRALS.

Prepare articles for print media: Marin IJ, Pacific Sun  
ELECTION COVERAGE IS THE PRIMARY FOCUS OF PRINT MEDIA RIGHT NOW. WE HAVE BEEN SUCCESSFUL IN GETTING PSA'S PLACED IN THE IJ. WE HAVE BEEN DEVELOPING NEW CONTENT FOR FUTURE PSA'S TO MAKE THEM MORE TOPICAL AND ALIGNED WITH THE WEBINAR SERIES.

Fire Smart demonstration gardens throughout the County  
WE EXPECT TO GET STARTED ON THE PLANNING FOR THIS PROJECT WITH UC MARIN MASTER GARDENERS LATER IN THE FALL.

NOAA Weather Radios  
THIS PROJECT IS WELL UNDERWAY. 1000 RADIOS HAVE BEEN ORDERED FOR THE FSM PILOT AND WILL BE DELIVERED ON OCTOBER 12. THE RADIOS NOW COME PRE-PROGRAMMED BY THE MANUFACTURER WITH BACK UP BATTERIES INSTALLED. WE WILL BE DISTRIBUTING ON A PRO-RATA BASIS TO EACH OF THE 17 MWPA AGENCIES. OUR STAFF WILL WORK WITH LOCAL LEADERSHIP TO DETERMINE THE BEST METHOD OF DISTRIBUTION.

Countywide chipper program  
THIS REMAINS OUR MOST POPULAR PROGRAM AND A HIGH VISIBILITY PROJECT FOR THE MWPA. AS OF SEPTEMBER 27 WE HAVE MADE 1586 CURBSIDE PICKUPS, REMOVED 7902 CUBIC YARDS OF UN-CHIPPED MATERIAL AND TAKEN 1109 YARDS OF CHIPPED MATERIAL TO MARIN RESOURCE RECOVERY AND WEST MARIN COMPOST. AS A DIRECT RESULT OF THE ADDITIONAL FUNDING FROM MWPA, WE ARE EXPERIENCING INCREASED DEMAND. MARIN RESIDENTS ARE INCREASINGLY BECOMING AWARE OF THE PROGRAM AND SIGNUPS ARE AT AN ALL TIME HIGH EVEN IN AREAS THAT WERE PREVIOUSLY SERVICED. WE HAVE ALSO BEEN ABLE TO EXPAND COVERAGE TO AREAS LIKE POINT REYES WITH THE ADDITIONAL FUNDING. AT THE LAST MWPA OPERATIONS COMMITTEE MEETING WE RECOMMENDED THAT A PROPOSAL BE DEVELOPED FOR THE MWPA BOARD TO EXPAND THE PROGRAM NEXT YEAR AND COORDINATE IT WITH DEFENSIBLE SPACE INSPECTION PROGRAMS.

Alert and Warning via Red Flag Warning signs  
25 A-FRAME RED FLAG WARNING SIGNS HAVE BEEN DISTRIBUTED EQUITABLY THROUGHOUT MARIN. THIS IS A PILOT PROJECT TO TEST THE EFFECTIVENESS OF THE SIGNS. WE ARE WORKING TO FIND A MANUFACTURER TO FABRICATE LARGER, PERMANENTLY INSTALLED FLIP SIGNS THAT WILL DISPLAY THE “RED FLAG WARNING TODAY” WHEN OPEN AND MAY BE USED TO DISPLAY OTHER PUBLIC SAFETY MESSAGES WHEN THE SIGNS ARE CLOSED. WE HAVE DEVELOPED A PUBLIC EDUCATION CAMPAIGN TO SUPPORT THE PROGRAM INCLUDING DOOR HANGERS, A VIDEO SCRIPT WHICH WILL BE SHOT IN ENGLISH AND SPANISH, AND A GENERIC EMAIL FOR DISTRIBUTION BY FIREWISE SITES OR OTHER COMMUNITIES THAT DESCRIBES WHAT TO DO WHEN THE “RED FLAG WARNING TODAY” SIGN IS DEPLOYED.