MWPA BOARD OF DIRECTORS AGENDA
Thursday July 16, 2020
3 pm
https://zoom.us/j/97279709653
Webinar ID: 972 7970 9653
Phone  669-900-6833
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, they should contact Jason Weber at jweber@marincounty.org

1.  3 pm Call to order

2.  Roll Call
    David Kimball          Steve Gerbsman           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

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.

AGENDAS & STAFF REPORTS ON-LINE www.marinwildfire.org
5. Executive Officers Report (Operations Committee Chair/Vice Chair until appointment of EO)

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. Approval of minutes from June 18, 2020 MWPA Board of Directors meeting. Recommendation: Approve the minutes.

7. Old Business:


8. New Business:

   a. Proposals to provide Legal Services to the Marin Wildfire Prevention Authority. Recommendation: Receive presentations from legal firms’ direct staff to enter into agreement for legal services.

   b. Agreement with Southern Marin Fire District to provide financial, administrative services and office space to the Authority. Recommendation: Execute Agreement with one-year term in the amount of $108,144.69 for financial, administrative services and office space.

   c. Resolution 20-04 election of Treasurer. Recommendation: Election of Southern Marin Finance Manager as Treasurer of the MWPA.

   d. Resolution 20-05 authorizing Board President to enter into agreement with Marin County Department of Finance for bridge funding from Marin County Pool. Recommendation: Authorize Board President by resolution to execute a series of agreements with County of Marin Department of Finance for loans from the County Pool up to $4,000,000 allowing for continuation of business prior to tax roll funding.

   e. California Environmental Quality Act (CEQA) Overview and MWPA’s commitment to Ecologically Sound Practices. Recommendation: Receive verbal report on agencies obligations under CEQA and current work with environmental partners surrounding “best practices”.

9. Committee Reports:
a. MWPA Board of Directors By-laws Committee: Recommendation: Receive verbal report and update from the By-laws Committee regarding development of Board by-laws.

10. Financial Reports:

11. Informational Items:

   a. Update from FIRESafe Marin on program of work. Recommendation: Receive update from FIRESafe Marin on programs and projects.

12. Board Members Request Future Agenda Items


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 33 Castlerock Ave. Woodacre CA 94973 *note as of 4/30/20 offices are closed to the public 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 Wednesday, 7/15/20 1500hrs.

__________________________________
Jason Weber – Operations Committee Chair
THE MARIN WILDFIRE PREVENTION AUTHORITY
BOARD OF DIRECTORS
Held a meeting:
3:00 p.m. Thursday, June 18, 2020
Via teleconference due to Coronavirus (COVID-19)

1. Call to Order- Marin County Fire Chief Weber called the meeting to order at 3:02 p.m.

2. Roll Call and Introductions
   - Directors Attendance: Steve Burdo (San Anselmo), Barbara Coler (Fairfax), Tom Finn (Sleepy Hollow Fire), Steve Gerbsman (Kentfield Fire), Bruce Goines (Novato Fire), Leah Green (Marinwood), Cathryn Hillard (Southern Marin Fire), Leighton Hills (Muir Beach), David Kimball (Bolinas Fire District), Sashi McEntee (Mill Valley), Julie McMillan (Ross), Gabe Paulson (Larkspur), Gary Phillips (San Rafael), Bob Ravasio (Corte Madera), Dennis Rodoni (County of Marin), Mark White (Stinson Beach), Jason Weber (Marin County Fire)
   Kathryn Donohoe (Inverness)- arrived at 3:30 p.m.

Chief Weber stated Mr. Kevin Yeager was behind the scenes running the Webinar. The public will have an opportunity to address the Board by using the “raise your hand” function.

3. Agenda Adjustments

There were no adjustments to the agenda.

4. Open Time for Public Expression

There were no comments.

5. Executive Officer’s Report

Chief Weber stated there is no staff or Executive Officer yet and he and Director Schwarz have been co-filling that role. At the last meeting the Board asked about obtaining the services of legal counsel and they are getting some quotes. In the interim, Mr. Steven Raab, County Counsel, has been assisting the Board. They have received proposals from the City of San Rafael and the County and plan to obtain proposals from private enterprise. A page has been added to the MWPA Website with information about the Ecologically Sound Practices (ESP) group. They also added a section that would allow individuals to sign up to receive agendas and other notifications. The Zoom videos of previous meetings are now posted on the Website. He recommended that meetings not exceed two hours.

Chief Weber opened the meeting to public comments.

There were no comments.
Chief Weber closed the meeting to public comments.

6. Consent Calendar
   a. Approval of minutes from May 21, 2020 MWPA Board of Directors meeting
   b. Adoption of Operations Committee By-Laws

Director Hilliard asked if the Operations Committee By-Laws will be a part of the overall By-Laws. Chief Weber stated the Board of Directors By-Laws will reference the Operations Committee By-Laws. The hope is that the Board will give autonomy to the Operations Committee to develop and maintain its By-Laws.

Chief Weber opened the meeting to public comments.

There were no comments.

Chief Weber closed the meeting to public comments.

M/s, Phillips/McEntee to approve the Consent Calendar with corrections to the May 21, 2020 minutes.
Ayes: 16 of 16, 100% of population (through a roll call vote)

7. Old Business
   a. Election of Board President and Vice President

Chief Weber presented a staff report and explained the process. There were five Directors who have expressed an interest in the position of President.

Director Rodoni nominated Director Goines for the position of President. Directors Berdo, Gerbsman, and Kimball supported the nomination.

M/s, Phillips/McEntee to nominate Director Goines as President.
Ayes: 16 of 16, 100% of population (through a roll call vote)

Chief Weber opened the meeting to public comments.

Mr. Ron Arlas, former Mayor of Larkspur, stated transparency and expertise were very important and he supported the election of Director Goines as President.

Mr. Stephen Keese, Fairfax, stated Director Goines is an excellent choice as President because of his extensive experience.

Mr. John Baggala, President of Marin Professional Firefighters, supported Director Goines as President. The decisions made by the MWPA will directly affect the MPA members.

Chief Weber closed the meeting to public comments.
M/s, Phillips/McEntee to elect Director Goines as President. 
Ayes: 16 of 16, 100% of population (through a roll call vote)

President Goines asked for nominations for the Vice President position.

Director Phillips nominated Director Rodoni for the position of Vice President.

Director Gerbsman nominated Director McEntee for the position of Vice President.

President Goines asked for a straw poll of the candidates. Director Rodoni received eleven “votes” and Director McEntee received five “votes”.

M/s, Phillips/Ravasio, to nominate Director Rodoni as Vice President.
Ayes: 16 of 16, 100% of population (through a roll call vote)

President Goines opened the meeting to public comments.

Mr. Stephen Keese and Mr. John Baggala, supported Director Rodoni for the Vice President position.

President Goines closed the meeting to public comments.

Director Donohoe arrived at the meeting.

M/s, Phillips/McEntee to elect Director Rodoni as Vice President.
Ayes: 17 of 17, 100% of population (through a roll call vote)

b. Executive Officer recruitment

Operations Committee (OPS) member Donnery presented a report. The subcommittee is working with Nelson Staffing on the recruitment which began on May 15th and concluded on June 10th. There were a great number of applicants and Nelson is in the process of reviewing the candidates and vetting the list to a recommended eight to ten of the most qualified. The subcommittee will review all the applications and recommend a list to be interviewed by the Selection Committee which should include the Board President, Vice President, one of the Board Directors, the Chair of the OPS Committee, a member of the Technical Advisory Committee, and one at-large community member. The Selection Committee will decide on a candidate or candidates who would go to the Board in Closed Session for an interview. This interview process is yet to be determined. As an alternative, the Board Subcommittee could be involved in this initial review of all applicants before review by the Selection Committee.

Director Coler asked if any interviews have already taken place. OPS Committee member Donnery stated “no”. Chair Weber stated Nelson Staffing has done Zoom interviews with some of the candidates. Director Coler stated she liked the alternative option and did not want to limit the candidates to only two.
Director McEntee supported the alternative option. It will be important for a Board Subcommittee to do the winnowing.

Director Hilliard stated she hoped a broad, diverse recruitment was taking place. She would like to see more than two candidates interviewed by the Board and supported the alternative option.

President Goines asked for clarification on the alternative option. OPS Committee member Donnery stated the recommendation is that the Board select a subcommittee of three to five members for the candidate selection process. This subcommittee would be looking at the full packet coming from Nelson Staffing along with Nelson’s vetted list of the top candidates. The OPS subcommittee would also do a review and submit its notes.

President Goines opened the meeting to public comments.

Ms. Carolyn Monstras, member of the California Native Plants Society, asked the Board to give strong consideration to candidates who have an understanding and background in natural resources. Part of the authority’s mission is to protect biodiversity.

President Goines closed the meeting to public comments.

Directors McEntee, Coler, Hilliard, Burdo, Gerbsman, and Phillips expressed interest in serving on the Board Selection Subcommittee.

M/s, Phillips/White, to select Directors McEntee, Coler, Hilliard, Burdo, Gerbsman, and Phillips to serve on the Board Selection Subcommittee.
Ayes: 17 of 17, 100% of population (through a roll call vote)

- Appointment of Technical Advisory Committee

Chief Weber presented the report. The By-Laws will ultimately establish how this process is done in the future. Staff is recommending the interim appointment of the members recommended by the member agencies. He noted the following correction: under the City of Mill Valley, the name should be Mr. Fred Hilliard and not Mr. Scott Barnes.

Director Rodoni noted the same member was listed for Inverness and Bolinas and he asked if that was a mistake. Chief Weber stated the smaller agencies are sharing a member.

Director Coler stated she thought they were going to appoint alternates. Chief Weber stated the Resolution allows for alternates but this is the interim appointment. Agencies have the prerogative to have an alternate attend with full voting rights.

President Goines opened the meeting to public comments.

There were no comments.
President Goines closed the meeting to public comments.

M/s, Rodoni/Hilliard, to appoint the members to the Technical Advisory Committee as recommended in the staff report with the correction noted by Chief Weber: Mr. Fred Hilliard shall represent Mill Valley.
Ayes: 17 of 17, 100% of population (through a roll call vote)

d. Citizens’ Oversight Committee

Chief Weber presented the report. He stated members of the Grand Jury have stayed engaged in this process including developing the on-line application format. He noted the draft application was attached to the staff report for the Board’s review and consideration. He recommends the formation of a Board subcommittee to process the applications and come back with recommendations to the Board. The Board would ultimately select the Citizen’s Oversight Committee (COC) members.

Director McMillan referred to the application and stated it would be helpful to define “West Marin”, “Central Marin”, and “Southern Marin”.

President Goines stated he did not want to limit individual’s experience and qualifications to Marin County. They should broaden the criteria to relevant qualifications. Chair Weber stated they could remove that wording.

President Goines opened the meeting to public comments.

There were no comments.

President Goines closed the meeting to public comments.

Directors McMillan, Rodoni, Burdo, and President Goines volunteered to serve on the Board COC subcommittee.

M/s, Phillips/Donahue, to appoint Directors McMillan, Rodoni, Burdo, and President Goines to serve on the Citizen’s Advisory Committee (COC) subcommittee.
Ayes: 17 of 17, 100% of population (through a roll call vote)

8. New Business

a. Marin Wildfire Prevention Authority Resolution Adopting Fiscal Year 2020/21 Budget

Operations Committee (OPS) member Tubbs presented the report. The development of the budget was based on several key factors including the requirements of the JPA and the Work Plan. They realized the need to establish a Reserve Carry-Over to avoid an annual cycle of refunding and develop a process for budgeting for local mitigations and inspections (a pass-through process). The committee is recommending that the Board adopt the $10.8 million
budget for the first year, allowing for an $8.5 million Reserve Carry-over in preparation for Fiscal Year 2021/22.

Director McEntee referred to Table 2, Start-Up Costs of $250,000 (not to exceed), and asked for an explanation. Chief Weber stated that included the following costs: 1) Nelson Staffing recruiting- $26,250; 2) Election Costs for Measure “C”- $54,406.84; 3) Website/Senior Mailer-$24,622.27; 4) Tax Administration- $64,311.75. The MWPA will only be invoiced for actual costs. Director McEntee referred to the “Defensible Space and Local Mitigation” line item and asked for clarification. OPS Committee member Tubbs stated the JPA allows for an opt-out of the Defensible Space Program for local agencies. These agencies can do the inspections and be reimbursed by the JPA. Abatement includes inspections where circumstances are found that must be mitigated through an administrative process. They set aside funding for this.

Director Paulson asked about the assumptions or calculations that lead to the $8.5 million in reserves. OPS Committee member Tubbs stated there was an expectation of the JPA ramping up quickly and doing work as quickly as possible. They landed at that amount by recognizing that the local mitigation dollars were essentially a pass-through for work to be done in the first year. In addition, they recognized that the Defensible Space inspections will provide information about how to allocate funds relative to vegetation planning.

Director Coler stated the carry-over was prudent and a good start. She had a question about the start-up costs and found it unusual that an agency would pay for election costs. Mr. Steven Raab, County Counsel, stated agencies pay for the administration of elections.

Director Phillips asked if the deferral of Property Tax payments due to COVID-19 has been taken into account. OPS Committee member Tubbs stated he did not think they would see any impact but have not gotten specific direction from the County. Director Phillips referred to the 20% allocated to each jurisdiction and asked how much they could anticipate receiving. OPS Committee member Tubbs stated they were proposing the full 20%. Director Phillips asked if the jurisdiction has any discretion over the use of that 20%. OPS Committee member Tubbs stated it is recognized that there are factors that might limit the amount of funding that they choose to use that first year. Director Phillips asked if there would be a carryover the following year if they spent only 10% the first year. Local funds not spent in year one could be carried forward for projects that extend beyond budgeted fiscal year. Member agencies are responsible for providing audit trail of funds spent and they are in alignment with voter initiative.

Chief Weber stated the important thing to remember was not to mix Core Program Funding with Local Funding.

Director McEntee noted the administrative overhead cost were capped by the budget and asked if the 20% that went to local jurisdictions was before or after expenses. 20% local funds are not reduced for administrative fees, the full 20% is allocated to the member agency.

Director Kimball asked how the local jurisdiction should budget for the Defensible Space Program.
OPS Committee member Tubbs referred to Table 4 and stated they should take the agency’s figure and deduct the cost of abatement enforcement. Director Kimball asked if that money was budgeted as revenue or a cost reimbursement. OPS Committee member Tubbs stated they will be looking to the Board for that determination.

President Goines asked about the work that would be conducted by Fire Safe Marin such as Chipper Day, etc. He stated he did not see an apportionment accounting for this work or the percentages for the beneficiaries. Chief Weber stated this could be covered during the Work Plan discussion.

President Goines opened the meeting to public comments.

There were no comments.

President Goines closed the meeting to public comments.

M/s, Rodoni/Hilliard, to adopt Resolution No. 20-02, adopting the Fiscal Year 2020/21 Budget. Ayes: 15 of 17, 76% of population (through a roll call vote)

b. Marin Wildfire Prevention Authority 2020 Work Plan

Chief Weber presented the report. He noted some of the information was covered under the Budget adoption discussion. He commended OPS Committee member Tyler for putting together the plan. This plan is a “living document” and will be reviewed at mid-year. Every project must have environmental compliance which is different than best practices. Best practices include monitoring and “pre” and post work where it is necessary. Agencies are responsible for CEQA review. The Work Plan consists of local projects and the Core Programs. Core Programs are in the purview of the Board and include Chipper Days, public education, the weather radios, Red Flag signage in Fire Wise communities, environmental compliance, and a set-aside of $1 million for the Evacuation Study. He asked the Board to direct its attention to the six items listed in Table 3 of the Budget.

President Goines opened the meeting to public comments.

Mr. Mike Swezy stated he was part of the group that assisted with the ecologically sound practices (ESP) partnership and he supported the line item related to environmental compliance. He referred to the list of projects and asked for clarity in terms of the projected environmental review (exemptions, Negative Declaration, etc.). Some projects are not mapped and he stated the monitoring measures should be part of the project description. Building a fuel break, one of the best management practices, is really a permanent infrastructure which would include follow-up maintenance.

Ms. Cheryl Longstreth agreed with the comments made by Mr. Swazey. She is pleased with the level of detail. She is hoping that the CEQA part of the form will include more information. She is hoping that the JPA will produce a document that takes a “30,000 foot view” of the program that would include long-term criteria for success.
President Goines closed the meeting to public comments.

Director Coler referred to page 64 of the packet and noted the wording should say “County/Tiburon”. She was concerned that there was so much on the plate for Fire Safe Marin and she asked if there should be some prioritization.

OPS Committee member Shortall stated he was confident that Fire Safe Marin will be able to get all of the work done. The bulk of the mission of Fire Safe Marin is public education as are the projects that build upon each other. They have created a new Educational Subcommittee. They will be presenting a monthly Webinar with different topics each month. He discussed the various workshops put on by Fire Safe Marin. He discussed the Chipper Day Program that occurs within the seventy Fire Wise sites.

President Goines reiterated there must be an accounting for the expenditure of funds by each member agency. They will need an accounting of time spent and an estimate of expenditures. OPS Committee member Shortall stated that should not be a problem.

M/s, Phillips/Coler, to adopt Resolution No. 20-03, adopting the Marin Wildfire Prevention Authority 2020 Work Plan.
Ayes: 17 of 17, 100% of population (through a roll call vote)

9. Committee Reports
   a. MWPA Board of Directors By-Laws Committee

   Director Finn presented a report. The subcommittee met on Monday and he plans to circulate some sample language very soon. He gave a quick overview. The provisions in the by-laws are primarily boiler plate but there are some that are MWPA specific. None of them are controversial. The subcommittee will review the document and submit it to the Board. The Board can continue to conduct business under the JPA Agreement, the budget, and the Work Plan.

   Director Burdo added that the subcommittee is recommending a 6:00 p.m. start time for the meetings on the third Thursday. Director Finn stated they need to consider the Director’s other meeting schedules (Council meetings, etc.) to avoid a conflict.

   Chief Weber stated the subcommittee will submit a draft at the next Board meeting.

President Goines opened the meeting to public comments.

There were no comments.

President Goines closed the meeting to public comments.

10. Financial Reports
There were no reports.

11. Informational Items

There were none.

12. Board Members Request Future Agenda Items

Director Gerbsman read an email regarding the high fire danger in Kent Woodlands. The Kent Woodland Property Owners Association (KWPOA) is concerned that they are not in the business of enforcing fire inspection citations and is asking how the MWPA could assist. Chief Weber stated enforcement would be thorough the agency that has jurisdiction- the Kentfield Fire Department. The MWPA Work Plan includes early education and creating defensible space and the 2% hold back for abatement is for these issues. Abatements can be cumbersome and time consuming.

President Goines stated there has been a lot of public testimony about the need to be clear with respect to CEQA compliance. He asked if the Board could discuss this at a future meeting. They need to make it very clear that the Board is serious about environmental compliance. Chief Weber stated this is something that could be discussed by the Operations Committee and then by the Board.

Director Burdo asked about the next meeting date. Director Coler stated she would like to continue with the third Thursday at 3:00 p.m. Director Kimball agreed. Director McMillan asked that the meetings be kept to two hours or less.

President Goines suggested a Board Retreat to discuss operational principles and practices, perhaps with a professional facilitator. He asked that this item be placed on an upcoming agenda. Director McMillan stated this should be done after the hiring of the Executive Director.

13. Adjournment- President Goines adjourned the meeting at 5:25 p.m. The next meeting would be held on Thursday, July 16, at 3:00 p.m.

Respectfully submitted,

Toni DeFrancis,
Recording Secretary
For the Meeting July 16, 2020

To: Marin Wildfire Prevention Authority Board of Directors

From: Jason Weber, Chair Operations Committee

Subject: Proposals for legal services

RECOMMENDATION:
Receive presentations from three firms to provide legal services to the MWPA. Direct staff to enter into agreement with one of the three firms.

BACKGROUND:
The Marin Wildfire Prevention Authority is a public agency consisting of 17 members. It is critical that we ensure all actions of the JPA are consistent with best practices and carried out in a legally sound manner. Your Board will receive 10min presentations from each of the three legal firms that have also provided the attached proposals. Your Board will have an additional 5min to ask questions of each firm after their 10min presentation.

Legal Firms Providing Proposals:

<table>
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<tr>
<th>Firm Name</th>
<th>Primary Provider</th>
<th>Hourly Rate</th>
<th>Special Hrly. Rate</th>
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<tr>
<td>Marin County Counsel</td>
<td>Deputy County Counsel Brandon Halter</td>
<td>$234</td>
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<td>Epstein &amp; Holtzapple</td>
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<tr>
<td>Burke, Williams, Sorensen, LLP</td>
<td>Samantha W. Zutler</td>
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</tr>
</tbody>
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FISCAL IMPACT:
Funding for legal services is available within the FY20-21 budget as approved at your June 2020 meeting.
PROPOSAL TO PROVIDE LEGAL SERVICES TO THE MARIN WILDFIRE PREVENTION AUTHORITY

Submitted by:
BRIAN E. WASHINGTON
JENNA J. BRADY
BRANDON W. HALTER

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COUNTY COUNSEL
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Exhibits:
1. Resume of Brian E. Washington
2. Resume of Jenna J. Brady
3. Resume of Brandon W. Halter
4. Resume of Kelsey Magnuson
I. COUNTY COUNSEL DESCRIPTION AND SUMMARY OF QUALIFICATIONS

The Marin County Counsel’s Office is pleased to submit this proposal to provide legal services to Marin Wildfire Prevention Authority.

The Marin County Counsel’s Office provides effective, efficient, and creative legal services to meet the distinctive needs of the County and its various departments, as well as over 25 special districts. We also represent other entities including agencies and joint-power authorities (JPAs), such as Transportation Authority of Marin, Marin Transit Authority, Southern Marin Fire Protection District, and Richardson Bay Regional Authority. We have extensive practice advising and representing Boards, Special Districts, and public agencies on all areas of the law, including public contracts, real property law, CEQA, labor and employment, Brown Act, Public Records Act and conflicts of interest. The office is unique from other Counties in that the attorneys handle all litigation in-house and do not “farm out” litigation to outside, private firms. This has enabled the office to obtain exceptional experience in litigation, including land use, labor and employment, Public Record Act and Brown Act matters. The end result is that our litigation practice allows us to better serve our clients while saving their financial resources.

The attorneys at the County Counsel’s Office have decades of effective experience representing the County and special districts. This office is under the leadership of the Marin County Counsel, Brian Washington. Brian was with the Alameda County Counsel’s Office for 20 years as its Chief Assistant County Counsel. Jenna Brady, Chief Deputy County Counsel, has worked for the Marin County Counsel’s Office for over seven years in a variety of roles representing various departments within the County as well as advising special districts and local agencies. Jenna currently supervises the County of Marin’s General Government and Litigation team.

The Marin County Counsel’s office brings together:

Exceptional experience in the practice of municipal law in both advisory and litigation roles;
Deep experience in land use;

Expertise in litigation, writ practice, and appellate advocacy in state and federal courts;

Extensive experience appearing before and advising administrative bodies;

Excellent experience providing legal advice to elected officials, county departments, commissions, special districts, and local agencies;

Proven ability to foster and maintain positive relationships with elected officials, department heads, boards and commissions, and special districts;

Mindfulness of conflicts and ability to identify conflicts early;

Assurance that the appropriate personnel are available to clients for legal services; and

A financial advantage – our office is in Marin and we provide value in legal representation without compromising quality.

II. QUALIFICATIONS FOR PROPOSED LEGAL COUNSEL

We work as a team to provide a network of legal support for our special district and public entity clients. We are pleased to propose Deputy County Counsel Brandon Halter as the primary provider of legal services for Marin Wildfire Prevention Authority. Brandon brings extensive experience in public agency law and has experience in administrative, transactional, and litigation matters; statutory compliance; public contracting; personnel and employment issues; the Brown Act, the Public Records Act, ethics, and conflicts of interest. Brandon has experience in advising public officials, department heads, and employees on legal matters. In his advisory role, Brandon regularly:

- Prepares ordinances and resolutions;
- Reviews contracts in accordance with federal, state and local law;
- Provides research, analysis, and advice on laws, regulations, court decisions, and pending legislation;
- Provides analysis on legal requirements and restrictions;
- Drafts and presents training seminars on various matters, including labor, workplace discrimination and harassment, civil rights issues, the Brown Act, and the Public Records Act;
- Advises on labor issues, including collective bargaining agreements and civil service requirements; and
• Identifies risk management issues and advises on applicable legal strategies.

Brandon was admitted to the California State Bar in 2013. Brandon brings seven-plus years of private and public entity legal experience with a commitment to excellent client service. Brandon would be prepared to attend Marin Wildfire Prevention Authority meetings, labor meetings, handle day-to-day legal advice, as well as, major projects, while supervising any staff that is needed to assist.

Brandon is prepared to undertake all legal duties for the Authority, including:

Serve as Authority Counsel and representative in all Authority matters, including labor, litigation, and administrative proceedings as necessary;

Serve as on-call counsel to the Authority and attend all Marin Wildfire Prevention Authority meetings, or when special counsel is requested;

Attend in-person meetings with the Board when required or maintain telephone and e-mail contact as needed;

Review and comment on staff reports, resolutions, correspondence, administrative policies and other documents prepared by Marin Wildfire Prevention Authority staff as requested and in a timely manner;

Prepare legal opinions on specified issues;

Prepare and review contracts and indemnification agreements on request;

Prepare occasional reports and present information at public hearings and represent the Authority as counsel during meetings; and

Make himself readily available to the Authority.

A copy of Brandon’s resume is attached as Exhibit 3.

Brandon will have the ability to draw on internal County Counsel resources for additional expertise in all matters relating to Marin Wildfire Prevention Authority.

III. RATE AND FEE SCHEDULE

Fees are based upon the County’s hourly attorney rates per Marin County Resolution No. 2018-76. Marin County Counsel’s Office’s current hourly attorney service rate for FY
2019-2020 is $234.00 per hour. Said fees are subject to adjustment by Board resolution, but historically upward adjustments have not exceeded 3%. Any retained third parties incurred for representation, such as experts, will be billed at the retained party’s rate, including travel costs. Services are billed at quarterly intervals, with payment due within 30 days upon receipt.

**Exhibits:**

1. Resume of Brian E. Washington
2. Resume of Jenna J. Brady
3. Resume of Brandon W. Halter
4. Resume of Kelsey Magnuson
BRIAN E. WASHINGTON

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San Rafael, California 94903
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EDUCATION

Yale Law School, New Haven, CT, J.D., June 1989.
Stanford University, Stanford, CA, A.B., History with Honors, June 1986.

EMPLOYMENT

January 2017 to Present Office of the Marin County Counsel, San Rafael, CA
County Counsel

Manage a 23-person law office serving the County of Marin and Marin County special districts.

August 2004 to January 2017 Office of the Alameda County Counsel, Oakland, CA
Chief Assistant County Counsel, 10/2011 to 1/2017
Assistant County Counsel, 8/2004 to 10/2011

Supervised five to eight attorneys handling purchasing, public works contracts, public health, finance, taxation and various other general government matters. Represent the Planning Department, the Planning Commission, and the Alameda Local Agency Formation Commission. Advise the Board of Supervisors on land use matters at their monthly meeting on Planning Department items, and handle day-to-day advice on land use matters for the Planning Department. Represent the County at the Oakland-Alameda County Coliseum Authority. As Chief Assistant, provide additional assistance to the County Counsel and the Office Manager in the administration of the office.

January 2003 to July 2004 Miller Brown & Dannis, San Francisco, CA
Special Counsel, 1/2003-present

Provided general advice and counsel to public entities (mostly school districts) on public contract, real property and construction law matters. Handled construction claims litigation.

June 1994 to Jan. 2003 Office of the Alameda County Counsel, Oakland, CA
Assistant County Counsel, 8/1998-1/2003

Supervised eight attorneys handling land use, public works contracts, public health,
finance and water agency matters. Provided general representation to the Alameda County Local Agency Formation Commission, represented the County on litigation and transactional matters concerning the Oakland-Alameda County Coliseum Authority and provided general advice to the County Administrator’s Office. Represented the Zone 7 Water Agency. Advised several County departments and agencies on personnel matters and handled Civil Service hearings on their behalf. Advised the Board of Supervisors and the County Administrator’s Office on special projects such as the County’s minority/women-owned business program and the transfer of County hospital facilities to a new public entity.

Associate

Handled a wide range of civil litigation matters on behalf of the firm's diverse clientele of large and small companies, including securities fraud, products liability, insurance coverage, malicious prosecution and employment law matters. Researched and drafted briefs, deposed witnesses, interviewed clients and argued motions in court.

Associate

Emphasis on civil litigation matters including employment discrimination, contract disputes and antitrust matters. Researched and drafted memoranda and briefs on a variety of issues.

PROFESSIONAL, COMMUNITY AND ACADEMIC ACTIVITIES

Executive Committee, Public Law Section, State Bar Association of California, 2010-2014; Editor, Public Law Journal, 2012-2014; Advisor, 2014-2017
Oakland Museum of California Foundation Board member, 2003-2006 (Secretary, Executive Committee and Finance Committee 2004-2005)
Presenter, County Counsels' Association, Public Works and Contracts Section, 1995-2001

PERSONAL INTERESTS

Sports -- skiing, swimming, hiking; reading; book collecting
EXHIBIT 2
EXPERIENCE

MARIN COUNTY COUNSEL OFFICE, San Rafael, California
Chief Deputy County Counsel, June 2020-present
Deputy County Counsel, May 2013-present
- Counsel County departments and special districts in a wide range of practice areas, including public contracting, real estate, the California Public Records Act requests, public meeting laws, environmental matters, and litigation.
- Assist County departments and special districts in development, implementation and management of policies and procedures, including compliance with State and Federal laws.
- Represent and provide advice to special districts on employment and labor matters.
- Represent the County and special districts in transactional matters, including negotiating and drafting of contracts.
- Negotiation the resolution of disputes in informal settlement discussions and formal mediations.
- Assist County departments in development of ordinances, including collaborating with community stakeholders, lobbying efforts, and funding needs.

REED SMITH LLP, San Francisco, California
Partner, January 2012-May 2013
Associate, September 2004-December 2011
Summer Associate, May 2003-September 2003
- Represent and defend corporate institutions in large scale litigation, including consumer claims asserted on a class-wide and individual basis.
- Counsel financial institutions in matters related to compliance with various state and federal laws and regulations.
- Advise clients on amendments to policies and procedures in response to new legislation.
- Counsel clients on likely operational and litigation impact of forthcoming laws.
- Represent various clients in matters related to real estate disputes, including breach of lease covenants, property tax disputes, and construction loan matters.
- Represent lenders in transactional matters, including work-out agreements and lease amendments.
- Manage large scale litigation for corporate clients, including management of associates, case assessment, pleadings, settlement negotiations, mediation, arbitration and trial.
- Supervise a portfolio of over $5 million in fees annually for financial institution of approximately 400 cases yearly, including management of out of state litigation, and report to in-house counsel with regard to pleadings, settlement negotiations, mediation and trial.
- Staff Attorney Managing Partner in charge of Firm's Staff Attorney program, including hiring firm-wide staff attorneys, direct management of staff attorneys, performance evaluations, compensation structure and workflow coordination.

EDUCATION

2004 UNIVERSITY OF SAN FRANCISCO, School of Law San Francisco, CA
- Juris Doctor
- Magna Cum Laude
- McAuliffe Honor Society and Dean's Scholarship 2001-2004
- Comments Editor, USF Law Review
- Advanced Moot Court

2000 UNIVERSITY OF CALIFORNIA, SAN DIEGO San Diego, CA
- Bachelor of Science in Biology
- Minor in Economics
BRANDON W. HALTER
1759 Clary Way, Petaluma, CA 94954
brandonhalter@gmail.com
707-328-9559

EXPERIENCE

Marin County Counsel’s Office, San Rafael, CA
  Deputy County Counsel, April 2018 – Present
  Represent Marin County and various County departments in general civil litigation matters in state and federal court, as well as regulatory/administrative proceedings. Advise clients on labor and employment issues. Practice focuses on land use issues, labor and employment, and tort matters.
  Representative Matters Include:
  • Achievement of favorable settlement in potential land use-inverse condemnation claim prior to formal lawsuit being initiated;
  • Ongoing representation of several impacted departments in defense against collective action under the Fair Labor Standards Act;
  • Ongoing representation against several land use-inverse condemnation matters including multi-party litigations.

Meyers, Nave, Riback, Silver & Wilson, Oakland, CA
  Associate, June 2016 – April 2018
  Represented numerous public clients in general civil litigation matters in state and federal court, arbitration, and regulatory/administrative proceedings. Practice focused on labor and employment, peace officer defense, and miscellaneous tort/contract disputes.

Gibson, Dunn & Crutcher LLP, San Francisco, CA & Irvine, CA
  Associate, April 2012 – May 2016
  Practice focused on general commercial, class action, antitrust, transnational, and other litigation matters. Drafted pleadings, briefs and memoranda, took and defended depositions, prepared fact and expert witnesses for trial, managed discovery, and advised on all phases of litigation for corporate and individual clients.

Simpson Thacher & Bartlett LLP, New York, NY
  Associate, September 2010 – April 2012
  Practice focused on general commercial, antitrust, intellectual property and other litigation matters, as well as international and domestic arbitrations. Member of several trial teams, including team defending criminal defendant against federal drug-trafficking charges in U.S. federal court in New York and team defending large bank against civil securities fraud claims in state court in Texas.

EDUCATION

Harvard Law School, Cambridge, MA
  J.D., 2010
  Dean’s Scholar in Legal Profession, 2009
  Line Editor, Harvard Journal of International Law, 2008

University of California at San Diego, San Diego, CA
  B.A., Political Science, 2005
  GPA/Major GPA: 3.4/3.7
Kelsey Magnuson  
kmagnuson@marincounty.org | (415) 473-6130

PROFESSIONAL EXPERIENCE

COUNTY OF MARIN, OFFICE OF THE COUNTY COUNSEL, San Rafael, California

Civil Legal Specialist, September 2018-Present  
Legal Secretary, April 2018 - September 2018  
Office Assistant, April 2016 - April 2018

- Assist Litigation Team attorneys in all aspects of litigation while balancing the demands of multiple cases simultaneously
- Provide support for all employment and special district matters
- Maintain calendar of court dates and ensure deadlines are met
- File documents in Superior, Appeals, and Federal Courts
- Draft letters, correspondences, and templates for pleadings
- Manage Government claims and Public Record Act requests ensuring timely responses
- Back-up to Juvenile/LPS and Probate Specialists

DR. KOENITZER D.D.S., INC, Petaluma, California

Patient Care Coordinator, September 2011 - March 2016

- Schedule patients and coordinate appointments; fill any openings that arise daily in the schedule; Balance multiple patient needs simultaneously
- Collect payments via cash, check or credit card
- Answer multi-line phone system, file charts and paperwork, make copies, scan documents, and data entry
- Answer patient queries, discuss treatment plans, and go over insurance coverage
- Position requires a great deal of confidentiality because of access to patient charts (HIPAA)

CVS PHARMACY, San Rafael and Rohnert Park, California

Shift Supervisor, August 2005 – September 2011

- Transferred to new CVS branch to accept promotion to management position
- Acted as assistant manager; worked closely with store manager, assisting with employees, ordering, and store functions
- Supervised and trained multiple employees, delegating tasks and assisting as needed
- Accurately completed weekly payroll on computer system and created work schedules
- Involved in training course to become assistant manager
- Provided helpful and friendly customer service in store and on the phone

QUALIFICATIONS

- Consistently provides quality, detailed work and communications
- Extensive customer service experience, strong interpersonal skills
- Management experience supervising multiple employees
- Ability to learn quickly and prioritize, utilizing effective time management
- Knowledge of Microsoft Office: Word, Excel, Outlook, PowerPoint; Proficient 10-key skills and accurate 50 WPM; Prolaw Software

EDUCATION

SONOMA STATE UNIVERSITY, Rohnert Park, CA
Bachelor of Arts in Sociology, 2004-2008
- Graduated Cum Laude
- Exelled in research with an emphasis on qualitative research
June 24, 2020

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

Re: Proposal for Legal Services

Dear Chief Weber:

Thank you for the opportunity to submit a proposal for the general counsel position for the Marin Wildfire Prevention Authority ("MWPA"). Epstein + Holtzapple ("E+H") is well-suited to provide you with legal advice based on our expertise and experience in the field of local agency law, along with our familiarity with Marin County.

I began working as the Deputy Town Attorney for the Town of San Anselmo in 2011 and took on the role of Town Attorney in 2018. Prior to joining E+H, I was a Deputy Attorney General for the State of California where I handled California Environmental Quality Act (CEQA) litigation and cases involving federal energy efficiency standards. In San Anselmo I have advised staff, the Town Council and appointed officials on issues related to the Brown Act, CEQA, local emergencies, and land use matters. I have also served as outside counsel for the Town of Moraga and the City of Emeryville. I was raised in Mill Valley and currently live in Corte Madera.

Rob Epstein has served as City Attorney for the City of San Rafael since 2007. Rob previously served as Town Attorney of San Anselmo (2006-2018), and City Attorney of Belvedere (2006-2018). Rob also acted as Interim Town Attorney for Tiburon, and has represented the cities of Corte Madera, Novato, Piedmont, and Petaluma, along with numerous special government districts, in litigation matters. Rob was born and raised in Marin.

Emily Longfellow serves as City Attorney for the City of Belvedere. Emily has extensive experience in representing public entity clients including cities, redevelopment agencies, and special districts. Emily also has advisory, transactional, and litigation experience in many areas of the law, such as land use, the adoption and defense of General and Specific Plans, eminent domain, governmental property acquisition and relocation, inverse condemnation, affordable housing, and CEQA. Emily has lived in San Anselmo for ten years.
E+H provides public agency clients with general counsel services at a rate of $240/hour and specialized services, including litigation, at a rate of $300/hour. If our firm is selected to work with MWPA, I would serve as general counsel and Emily Longfellow and Rob Epstein would provide services as requested.

Please feel free to contact me with questions or if you are interested in speaking with references for our firm. I look forward to hearing from you.

Very truly yours,

EPSTEIN + HOLTZAPPLE LLP

Megan Holt Acevedo
July 13, 2020

Via Email

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

Re: Proposal to Provide General Counsel Services

Dear Chief Weber:

Thank you for considering Burke, Williams & Sorensen, LLP (“Burke”) for the general counsel position for the Marin Wildfire Prevention Authority.

Founded in 1927, Burke is a diverse and dynamic public law firm. We have represented public agencies for nearly 80 years and currently represent over 200 local governmental entities, including cities, counties, joint powers authorities, and water and school districts. We serve as City Attorney of 27 cities, including the cities of Healdsburg, Rohnert Park, Tiburon, Ross, Piedmont, Moraga, and Benicia. With over sixty-five attorneys in our Public Law group, we have specialists in virtually any area that could confront public agencies: general municipal law, public transactions, public finance, land use and environmental law, construction, real estate, labor and personnel matters, and litigation.

I currently serve as the City Attorney of the cities of Healdsburg and Capitola, Assistant City Attorney of the city of Carmel-by-the-Sea, and Assistant Town Attorney of the town of Tiburon. I have also served as City Attorney to the City of Fort Bragg. As a City Attorney, I advise regarding general issues of municipal law, such as the Brown Act and conflicts; risk management; and land use. I maintain a specialty practice in employment law, so I also advise regarding labor relations and employee management and discipline.

Throughout my career, I have had extensive contact with the legal issues surrounding the provision of safety and emergency services. Initially, as a labor and employment lawyer, I worked with Police and Fire Departments on disciplinary appeals and best management practices. As a City Attorney, and especially over the past few years, I have advised extensively on emergencies – issuing emergency declarations, the extent of an agency’s authority during a state of emergency, drafting and enacting urgency ordinances to implement emergency safety measures, and requesting reimbursement from FEMA and the California Office of Emergency Services. When I helped the Police
Chief evacuate Healdsburg residents during the Kincade fire, I saw firsthand the critical need for emergency preparedness. MWPA’s collaborative, innovative approach is the wave of the future, and it would be a privilege to serve.

Our rate for general counsel services is $260/ hour. Our rate for specialized services, including litigation, is $325/ hour. I am attaching my biography, as well as that of Erica Vega. Erica is a City Attorney, as well as one of our firm’s CEQA experts. Should you select Burke, I would serve as your General Counsel, and Erica would advise on CEQA matters. As needs dictate, MWPA would have access to all special counsel at Burke.

Thank you for considering Burke. If you have any questions regarding this proposal, or if you would like additional information, please feel free to contact me at 510.379.8102.

Very truly yours,

Burke, Williams & Sorensen, LLP

Samantha W. Zutler
Samantha W. Zutler

Partner
San Francisco
1 California Street, Suite 3050
San Francisco, California 94111
szutler@bwslaw.com
415.655.8113 D
415.655.8100 T

Samantha Zutler is the City Attorney of the cities of Healdsburg and Capitola. Samantha serves as the Assistant City Attorney of Carmel-by-the-Sea and the Assistant Town Attorney of the Town of Tiburon. As City Attorney, Samantha advises on a wide range of general municipal law issues, including the Brown Act, conflicts of interest, and public records requests. She has also litigated writs challenging public records responses, constitutional challenges to land use decisions, and contractual issues. Samantha also advises regarding general land use matters, CEQA, and constitutional issues.

Samantha also maintains a specialty practice in labor and employment. She regularly defends claims of discrimination and harassment, wage and hour claims, and claims of wrongful discharge. She works with clients at all stages of the disciplinary process, from drafting and implementing new policies to defending employers in disciplinary appeals. Samantha has represented public and private sector clients in individual, collective, and class actions, and has extensive experience in litigating employment discrimination claims. Her clients include the City of Oakland, the City of Petaluma, the County of San Bernardino, and the County of Alameda.

Samantha is frequently called upon to conduct training for employees, managers and elected officials throughout California on a variety of topics, including ethics for public officials, Brown Act, prevention of sexual harassment, and best management practices. Her experience ranges from conducting individual, one-on-one remedial trainings to group trainings for over two hundred employees. Her audiences have included engineers, maintenance workers, police officers, firefighters, attorneys, mid-level and senior management employees, human resources personnel, Boards of Directors, City Councils, and the most difficult audience possible – lawyers.

Samantha lives in the bustling and vibrant city of San Francisco. She serves as a volunteer mediator for Community Boards, a nonprofit that provides mediators to the community.

INSIGHTS

Presentations


“Going with the Flow: Managing Multiple Bargaining Units to Obtain Optimal Settlements,” CALPELRA Annual Training Conference, Monterey Conference Center, November 2014
“Disciplining Police Officers: From Drafting Policies to Defending the Appeal,” client training, 2014
“Legal Update Webinar,” 2013
“Leaves: FMLA, ADA, PDL, CFRA,” PELRAC Annual Conference, 2013
“Advising Employers in the Midst of Retaliation Claims,” CALPELRA Annual Conference, 2012
“Nuts and Bolts of the Firefighters Bill of Rights Act,” Client Training, 2012
“Preventing Sexual Harassment (AB 1825 Compliance),” numerous employers throughout California, 2007 – 2014
“Reasonable Accommodation Training,” Client Training, 2011
“Basic Anatomy of a Discipline Case,” CALPELRA, 2010
“Advanced Anatomy of a Discipline Case,” CALPELRA, 2010
“How to Win a FLSA Lawsuit by Police Officers,” CALPELRA, 2009
“Anatomy of a Discipline Case,” CALPELRA, 2009
“Civil Law & Litigation,” County Counsels’ Association of California, 2009
“Accommodations in the Workplace: Disabilities and Religious Beliefs,” Santa Clara Valley Water District, 2009
“How to Respond to a DFEH or EEOC Complaint,” CALPELRA, 2008
“How to Respond to a DFEH or EEOC Complaint,” CALPELRA, 2008
“Three Surefire Ways to Get Sued,” CALPELRA, 2007

Publications
“Legal Trends,” Burke, Williams & Sorensen, LLP, 2014-2016 Editions
“Court of Appeal Holds that Personnel Investigation Report is Subject to Disclosure,” 2012
“MOU Language Precludes City from Unilaterally Changing Retiree Health Benefit,” 2012
“Second Circuit Rules Undocumented Hours Count Toward FMLA Eligibility,” 2012
“States No Longer Liable for Violations of Self-Care Provision of FMLA,” 2012
Erica Vega serves as City Attorney for the City of Eastvale, as Assistant City Attorney for the cities of Cathedral City, Hemet, and Wildomar, Assistant Town Attorney for the Town of Yucca Valley, and Assistant General Counsel for SunLine Transit Agency. In these capacities, Erica has developed a broad array of knowledge in the areas of public agency and transportation law. Erica serves as a trusted advisor to clients on a wide array of issues, and provides both legal and practical advice to public agency governing bodies, commissions, and staff.

Erica frequently advises on land use and environmental issues related to proposed development projects, including large public and private development projects and public infrastructure improvements. Erica has assisted public agencies navigate the complex web of environmental regulations applicable to development. She has assisted agencies in obtaining permits and approvals from the federal, state and regional environmental regulatory agencies, and advised on the application and interpretation of Habitat Conservation Plans. Erica routinely advises public agencies on CEQA/NEPA compliance throughout the project processing and approval process. She has reviewed CEQA/NEPA documents for and advised on freeway interchange improvements and major state highway projects, General and Specific Plans, large commercial and mixed use developments, university campus expansions, hospitals, and a master planned development proposing over 1,000 new homes.

Erica also advises cities on the emerging area of cannabis regulation and taxation. She has drafted ordinances establishing cannabis business regulatory programs and taxes, working collaboratively with city staff, law enforcement, and stakeholders in the process. She advises city staff throughout the business licensing and land use permitting processes. She keeps abreast of the evolving laws and regulations to keep clients apprised of the current law.

Erica trains local government officials on conflicts of interest, the Public Records Act, and the Brown Act. These trainings range from basic overviews of the subject laws to customized trainings to address the particular needs of the client. She also serves on the League of California Cities' Public Records Act committee and contributes to the League's guide to the Public Records Act, “The People's Business,” and the Municipal Law Handbook.

A graduate of Smith College, Erica majored in Government. She also studied in Geneva, Switzerland, where she was enrolled at the University of Geneva and the Graduate Institute for International Studies, and interned at the Center for International Environmental Law. Erica obtained her Juris Doctorate from the University of California, Hastings. At UC Hastings, Erica focused her studies on public law and policy. She participated in the school's Center for State and Local Government Law and Public Law Research Institute.
INSIGHTS

Presentations

“How to Build and Maintain the Public’s Trust: Practical Ethics and the Law (AB 1234),” League of California Cities 2019 New Mayors and Council Members Academy, Irvine Marriott, February 1, 2019

“Municipal Elections: From Start to Finish,” League of California Cities Webinar, March 1, 2018

“Transparency Strategies,” LAFCO for San Bernardino County, Mojave Water Agency, January 29, 2018


“Preserving the Attorney-Client Privilege During the CEQA Review Process,” presentation to the Greater Inland Empire Municipal Lawyers Association, February 2014

“What You Need to Know About Public Records and Open Meetings,” Lorman Education Services Seminar, February 2014

“Brown Act and Parliamentary Procedures Training,” City of Temple City, August 2013

“AB 1234 Training,” City of Hemet, December 2012

“Public Records Act Training,” City of Temple City, January 2012

“Public Notice for Development Projects Training,” City of Temple City, September 2012

“AB 1234 Training,” City of Temple City, November 2011, October 2013

“Housing and Land Use Course,” University of California, Riverside Extension, Summer 2010, 2008

"Putting 'Green' Into Practice: The Essential Elements of a Local Sustainability Program,” presentation to the Greater Inland Empire Municipal Law Association, February 2009

Publications


"Oops! Property Tax Allocation Fees Trigger Trap," Public Law Update, July 2010

"Frustration is not Enough" for Courts to Compel Certification of an EIR, Public Law Update, December 2009

"Effect of SB 375 on Fourth Revised Housing Elements," Public Law Update, December 2008
To: Marin Wildfire Prevention Authority Board of Directors

From: Jason Weber, Chair Operations Committee

Subject: Agreement with Southern Marin Fire District for Administrative, fiscal services and office space.

________________________________________________________

RECOMMENDATION:
Authorize Board President to enter into agreement with Southern Marin Fire District for financial and administrative services as well as office space for one-year term in the amount of $108,144.69.

BACKGROUND:
The Marin Wildfire Prevention Authority as a public agency with 17 members, a $19+ mil budget requires strong administrative and fiscal services ensuring the mission of the MWPA can be carried out in an efficient and cost-effective manner. Additionally, the MWPA will require some office space and associated office support equipment in the first year. Southern Marin Fire District was the only member agency interested/available to provide such services and space.

Attached to this staff report is the proposed agreement for said services/space. The fiscal/administrative services amount is $101,103.69 and office space is $7,041 for a total contract amount of $108,144.69.

FISCAL IMPACT:
Funding for administrative, fiscal services and office space is included in your approved budget for FY20-21.
STAFF SERVICES AGREEMENT

This STAFF SERVICES AGREEMENT (“Agreement”) is made and entered into as of the 31st day of July 2020, between the Southern Marin Fire Protection District (“Provider”) and the Marin Wildfire Prevention Authority, a joint powers authority of the State of California (“Client”).

RECITALS

A. Provider is the owner of a building hereinafter referred to as the “Building,” the address of which is 28 Liberty Ship Way, Suite 2800, Sausalito, CA 94965.

B. Provider is the employer of staff that perform various governmental and administrative services.

C. Provider is a member agency of Client and can provide services to Client through its use of the Building and Provider’s staff.

D. The parties desire to use Provider’s services pursuant to the terms of this Agreement.

AGREEMENT

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

ARTICLE 1
Term and Commencement Date

1.01 The initial term of this Agreement is one (1) year (the “Initial Term”); provided, however, that if the Commencement Date (hereinafter defined) occurs on a date other than the first day of a calendar month, the Initial Term shall be extended by that partial month from the Commencement Date to the first day of the following calendar month.

1.02 The commencement date of the Initial Term, herein referred to as the “Commencement Date,” shall be whichever of the following dates shall last occur: (a) the date first written above; or (b) the date on which the governing bodies of both Provider and Client approve this Agreement.

1.03 At the expiration of the Initial Term described in Section 1.01, the term shall be extended on an annual basis and subject to termination by either party upon six (6) months written notice to the other party.

ARTICLE 2
Services; Payment.
2.01 Provider shall provide accounting, financial, MIS, clerical, reception, and administrative assistance services in an amount of staff time not to exceed the following: Finance Director – 8 hours per week, Finance Assistant – 10 hours per week, and Administrative / Clerk to the Board – 105 hours per year. Provider shall provide telephone service, office furnishings, copying services, internet access, office supplies, office space for files, and use of computers, printers, and fax machine to support the staff services provided (the services described in this section collectively being the “Services”).

2.02 Client shall pay Provider $101,103.69 per year for the Services, with four equal payments made on the last business day of each quarter. In the event this Agreement is extended pursuant to Section 1.03, this amount shall be revised annually at each extension to reflect changes in service levels or personnel costs of Provider. In addition, Client shall reimburse Provider for postage, ACH/wire transfer fees, and any special project costs.

2.03 The Provider and Client shall meet quarterly or sooner as needed to assess the performance of such staff services.

2.05 If, during the term of this Agreement, the Client determines that the Provider is failing to perform the Services, Client shall notify the Provider in writing of such failure to perform. The notice must give the Provider a ten (10) day period of time thereafter in which to successfully perform said work or cure the deficiency. If the Provider has not successfully performed the work or cured the deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this Agreement and Client may immediately terminate this Agreement.

2.06 The Office Space, (an office space as designated by the Provider) shall be used and occupied solely for office and related purposes.

2.07 Rent for use of the Office Space shall be $7,041.00 per year, payable quarterly in advance, prorated beginning on the first day a Client employee occupies Building. Rent shall be subject to adjustment prior to the annual extension of this Agreement.

ARTICLE 3
Damage to Client’s Property

3.01 Neither Provider nor its officers, agents or employees shall be liable to Client for any loss of or damage to personal property of Client located in the Building resulting from fire, explosion, steam, gas, electricity, water or moisture in or from any part of the Building, including its roof, walls, ceilings and floors, or from the pipes, appliances, or mechanical and electrical systems in the Building or from any other place or from any other cause, whether or not similar to the foregoing causes, unless the same shall be caused by the negligence or intentional misconduct of Provider, its officers, agents or employees.

3.02 Provider shall immediately notify Client verbally, and promptly thereafter in writing, in the event of any damage to Client’s property resulting from any fire, accident, occurrence or condition in, on or about the Building.
ARTICLE 4
Insurance; Mutual Waiver of Subrogation

4.01 Provider shall obtain and maintain in effect at all times during the term of this Agreement an insurance policy covering all risks of direct physical loss or damage to the Building and to all alterations, installations, additions and improvements made to or within the Building at Provider’s cost and expense, to the extent of their full replacement value, as well as general comprehensive liability in an amount no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury and property damages. Provider shall name Client as an additional insured under such policy.

4.02 Client, at Client’s expense, shall obtain and maintain in effect, at all times during the term of this Agreement, an insurance policy covering all risks of direct physical loss or damage to Client’s personal property in, on or about the Building to the extent of their full replacement value, as well comprehensive general liability insurance in an amount no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury and property damages.

4.03 Notwithstanding any other provision of this Agreement, neither Provider nor Client shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income or additional expense, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Article. If required to make the foregoing waiver of subrogation binding upon their respective insurance carriers, Provider and Client shall give notice to their respective insurance carriers that such mutual waiver of subrogation is contained in this Agreement. Client agrees to cause all other occupants of the Building claiming by, under, or through Client to execute and deliver to Provider such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

ARTICLE 5
Client Default and Remedies

5.01 The occurrence of any one of the following shall constitute a default by Client under this Agreement: (a) Client shall fail to pay and Provider has not received any sum payable by Client for support services hereunder when due, and such failure is not cured within three (3) business days after Client receives written notice thereof from Provider (provided, however, that the notice requirement contained in this subsection (a) is not in addition to any legal requirement that notice be given and may be satisfied by sending the notice required by any applicable law or statute including, but not limited to, Section 1161 of the California Code of Civil Procedure); or (b) Client shall fail to perform or comply with any of the other covenants or conditions of this Agreement, and such failure is not cured within thirty (30) days after Client receives written notice thereof from Provider; provided, however, that if the failure to perform or comply cannot reasonably be cured within thirty (30) days, Client shall not be in default if Client commences to cure the failure to perform or comply within the thirty (30) day period and diligently and in good faith continues to cure the same thereafter. Notices given by Provider to Client under this section
shall specify the provision(s) of this Agreement with which Client is not in compliance, and shall demand that Client pay the Rent, sum payable for support services, or perform or comply with any other provision of this Agreement, as the case may be, within the applicable period of time. No such notice shall be deemed a forfeiture or a termination of this Agreement unless it specifically provides therefor.

5.02 If Client commits a default under this Agreement, Provider shall have, in addition to any and all other rights and remedies which Provider may have under this Agreement, all rights and remedies available at law or in equity:

5.03 The various rights, options, elections, powers and remedies of Provider contained in this Article shall not be deemed to be exclusive; they are cumulative and in addition to any other remedies, rights or priorities contained elsewhere in this Agreement or now or later allowed by law or in equity.

ARTICLE 6
No Waiver

6.01 The failure of Provider or Client to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement shall not be deemed a waiver by Provider or Client of its right to such redress for a prior, concurrent or subsequent violation of the same or to subsequently insist upon strict performance of any other covenant or condition of this Agreement. The receipt and acceptance by Provider of Rent or sum payable for support services with knowledge of any preceding breach by Client of any covenant, term or condition of this Agreement shall not be deemed a waiver of such breach. No provision of this Agreement and no default by Provider or Client hereunder shall be deemed to have been waived by the other party unless such waiver is in writing and signed by the waiving party.

6.02 No payment by Client or receipt and acceptance by Provider of a lesser amount than the sum payable for support services herein stipulated shall be deemed to be other than on account of the stipulated sum payable for support services, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of same be deemed an accord and satisfaction, and Provider may accept such check or payment without prejudice to Provider’s right to recover the balance of such sum payable for support services or pursue any other right or remedy provided herein or at law or in equity.

ARTICLE 7
Notices

7.01 Any notice or communication which is required under this Agreement shall be sent by registered or certified mail, return receipt requested, or by Federal Express or any other nationally recognized overnight delivery service, addressed to the parties as follows:

If to Client:

Marin Wildfire Prevention Authority
ARTICLE 8
Miscellaneous

8.01 Words of any gender used herein shall include any other gender, and singular words include the plural, and vice versa, and “person” includes persons, firms and corporations and all other types of entities and organizations, unless in each case the sense otherwise requires.

8.02 Time is of the essence of the notice requirements and the obligations of the parties under this Agreement.

8.03 If there are any covenants yet to be performed by Client as of the date of expiration or termination of the term hereof, including, without limitation, the payment of taxes, or support services accruing under this Agreement as of such date, such covenants shall survive the expiration or termination of the term hereof whether or not they are then known or determined.

8.04 This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any purported agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

8.05 This Agreement shall be governed and interpreted in accordance with the laws of California.

8.05 The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
8.07 The individual executing this Agreement on behalf of Provider and Client represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of Provider and Client, respectively.

8.08 The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of Provider and Client and, except as otherwise provided in this Agreement, their respective successors and assigns.

8.9 The Article headings are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of any Article of this Agreement nor the intent of any of its provisions.

8.10 This Agreement may be executed in multiple counterparts each of which said executed counterparts shall be deemed an original for all purposes.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Provider has caused this Agreement to be executed on its behalf by a duly authorized officer, and Client has caused this Agreement to be executed on its behalf by a duly authorized officer, all as of the day and year first written above.

Provider:

SOUTHERN MARIN FIRE PROTECTION DISTRICT

By: ______________________________
Name: ____________________________
Title: _____________________________

I AS APPROVED TO FORM:

By: ______________________________
Authority Counsel

Client:

MARIN WILDFIRE PREVENTION AUTHORITY
a joint powers authority of the State of California

By: ______________________________
Name: ____________________________
Title: _____________________________
RECOMMENDATION:
Approval of resolution electing Southern Marin Fire District-Finance Manager as the Treasurer of the MWPA.

BACKGROUND:
The JPA calls for the election of a treasurer, in alignment with the fiscal/administrative agreement with Southern Marin Fire District the position of Finance Manager within that organization is a logical choice for Treasurer. The outline of the treasurer position is included in the excerpt from the JPA document below.

Duties of Treasurer
a. The Treasurer of the Authority shall be the Treasurer of one of the Members. The Authority at its first meeting and thereafter at its first meeting of the fiscal year shall elect a Treasurer and establish terms with the Member agency. This person shall also function as the Controller of the Authority.

b. The Treasurer shall serve as the depository and have custody of all Authority funds and establish and maintain such books, records, funds, and accounts as may be required by generally accepted accounting practice, shall cause an independent annual audit of the accounts and records and comply with all requirements of Government Code Sections 6505, 6505.1, 6505.5 and 6505.6.

c. The Treasurer, within one hundred and twenty (120) days after the close of each fiscal year ending on June 30, shall give a complete written report of all financial activities for such fiscal year to the Members.

FISCAL IMPACT:
Funding for the Treasurer position is included in the agreement with Southern Marin Fire District and adopted as part of FY20-21 budget.
WHEREAS, the Marin Wildfire Prevention Authority board is required to elect a Treasurer to serve as controller of the organization:

NOW, THEREFORE BE IT RESOLVED that the Treasurer of the Authority shall be the Treasurer of one of the Members. The Authority at its first meeting and thereafter at its first meeting of the fiscal year shall elect a Treasurer and establish terms with the Member agency. This person shall also function as the Controller of the Authority:

NOW, THEREFORE BE IT RESOLVED The Treasurer shall serve as the depository and have custody of all Authority funds and establish and maintain such books, records, funds, and accounts as may be required by generally accepted accounting practice, shall cause an independent annual audit of the accounts and records and comply with all requirements of Government Code Sections 6505, 6505.1, 6505.5 and 6505.6:

NOW, THEREFORE BE IT RESOLVED The Treasurer, within one hundred and twenty (120) days after the close of each fiscal year ending on June 30, shall give a complete written report of all financial activities for such fiscal year to the Members:

NOW, THEREFORE BE IT RESOLVED The Marin Wildfire Prevention Authority elects the position of Southern Marin Fire District Finance Manager as the agency's Treasurer

IT IS HEREBY CERTIFIED that the board of the Marin Wildfire Prevention Authority duly introduced and adopted the foregoing resolution at the meeting of the 16th day of July 2020 by the following vote:

AYES: BOARDMEMBERS:

NOES: BOARDMEMBERS:

ABSENT: BOARDMEMBERS:

________________________________
Board President

ATTEST:

________________________________
Operations Committee Chair
To: Marin Wildfire Prevention Authority Board of Directors
From: Jason Weber, Chair Operations Committee
Subject: Resolution 20-05 Authorizing Board President enter into agreement with Marin County Department of Finance for year one funding up to $4,000,000

RECOMMENDATION:
Adopt Resolution 20-05, authorizing the Board President to enter into agreement with Marin County Department of Finance to access up to $4,000,000 from the Marin County Pool utilizing Measure C tax proceeds as collateral.

BACKGROUND:
The Marin Wildfire Prevention Authority was funded by successful passage of Measure C, in March of 2020. This funding measure will provide approximately $19 million dollars annually to support the MWPA.

Your Board approved a budget of $10.8 million dollars for FY20-21 at your June 2020 Board meeting. The borrowing of up to $4,000,000 in the first year of operation will allow the JPA to fund projects and programs prior to the first tax installment / revenue in December 2020.

The attached resolution authorizes the Board President to enter into a series of agreements to draw against the four million dollars over the next 5 months in amounts necessary to maintain an adequate cash flow.

FISCAL IMPACT:
Borrowing costs will be determined based on the amount borrowed and the time in which it is borrowed for. The following are examples of fiscal impacts:

<table>
<thead>
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<th>Loan Start Date:</th>
<th>8/1/2020</th>
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<tbody>
<tr>
<td>Loan Term (in days):</td>
<td>1M, 3M, 6M</td>
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<tr>
<td>Annual Interest Rate:</td>
<td>3.00%</td>
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<tr>
<td>Maturity Date</td>
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<tr>
<td>Payments Per Year:</td>
<td>1</td>
</tr>
<tr>
<td>Loan Amount:</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

| Loan Start Date: | 8/1/2020 |
| Loan Term (in days):       | 1M, 3M, 6M |
| Annual Interest Rate:     | 3.00% |
| Maturity Date             |       |
| Payments Per Year:        | 1     |
| Loan Amount:              | $1,000,000.00 |

Amortization Schedule - Straight Line Full Amortization

<table>
<thead>
<tr>
<th>1M</th>
<th>Principal</th>
<th>Interest</th>
<th>Payment</th>
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<tr>
<td>6M</td>
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<td>$12,493.15</td>
<td>$1,012,493.15</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 20-05

LOAN FROM MARIN COUNTY POOL

WHEREAS, the Marin Wildfire Prevention Authority board will need bridge funding in the first year of operation to ensure continuity of business and to carry out the approved operations/workplan;

WHEREAS, that the Marin County Department of Finance utilizing the Marin County Pool has authorized a loan of up to four million dollars using the MWPA tax proceeds (Measure C) of the first installment of tax revenue due December 2020 as collateral;

NOW, THEREFORE BE IT RESOLVED, The MWPA Board hereby authorizes the Board President to execute a series of agreements with the Marin County Department of Finance to access said funds in an amount not to exceed $4,000,000 in FY2020-21;

NOW, THEREFORE BE IT RESOLVED The Board President along with an additional signatory of Vice President or Chair/Vice Chair of the Operations Committee or the Executive Officer may execute said agreements as prescribed by the Marin County Department of Finance;

NOW, THEREFORE BE IT RESOLVED The amount borrowed may not exceed $4,000,000 at an interest rate of 3%.

IT IS HEREBY CERTIFIED that the board of the Marin Wildfire Prevention Authority duly introduced and adopted the foregoing resolution at the meeting of the 16th day of July 2020 by the following vote:

AYES: BOARDMEMBERS:

NOES: BOARDMEMBERS:

ABSENT: BOARDMEMBERS:

__________________________________________
Board President

ATTEST:

_______________________________
Operations Committee Chair
To:       Marin Wildfire Prevention Authority Board of Directors  
From:    Jason Weber, Chair Operations Committee  
Subject: Authorities Commitment to Ecologically Sound Practices and CEQA  

RECOMMENDATION:
Receive update on MWPA's commitment to ecologically sound practices and California Environmental Quality Act.

BACKGROUND:
The Marin Wildfire Prevention Authority remains committed to the partnership with our environmental partners, land managers and the greater community surrounding ecologically sound practices.

At the June Board meeting the 2020 Workplan was adopted by your Board. This staff report reinforces the Authorities position on CEQA compliance for all projects without exception and the continued partnership with local environmental leadership groups ensuring adoption of best practices.

The MWPA will be working with member agencies to ensure CEQA compliance prior to commencement of any project work. Additionally, MWPA is committed to providing agencies the technical expertise to ensure CEQA compliance as well as developing guides and best practices to ensure projects move forward recognizing the ecological value throughout Marin.

- MWPA is in the process of developing clear policy and processes assuring all projects comply with CEQA.
- MWPA will develop a process that is transparent and accessible to the public to disclose project specific details and CEQA type and status.
- MWPA will be working with member agencies to ensure CEQA compliance on projects contained within the workplan and if necessary narrow scope/scale of project until full completion of CEQA.
- MWPA will retain environmental compliance professionals to assist member agencies in completion of compliance work prior to commencement of 2020 workplan projects.

MWPA remains committed to a program that delivers wildfire protection to our residents while carrying out work in an ecologically sound manner.
FISCAL IMPACT:
Funding for environmental compliance work is included in your adopted FY20-21 budget in the amount of $150,000.
RECOMMENDATION:
Receive verbal 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. Your Board will also receive a verbal report from Rich Shortall who will be available for questions.

FISCAL IMPACT:
Funds for FIRESafe Marin have been allocated in your FY20-21 budget.
FIRESafe MARIN  
Report to Marin Wildfire Prevention Authority  
July, 2020

**Monthly Webinars**  
FSM-2020-C01  
The FIRESafe MARIN (FSM) Educational Committee includes representatives from the MWPA Board, Ecologically Sound Practices Partnership, Marin Conservation League, Organizing For Action, UC Marin Master Gardeners, Central Marin Fire, a home fire protection scientist and FIRESafe MARIN staff. The committee is led by Margaret McCain, an author and expert in online training. The first task of this group was to create a series of monthly webinars. Each webinar will last one hour with multiple presenters, short videos and interaction with the audience. There will be an additional 15 minutes to respond to audience questions after the webinar. Webinars will be held at 6pm on the last Tuesday of each month with the exception of November & December when the dates will be moved up to allow for the holidays. The first webinar will be held on July 28. The schedule and topics are attached.

**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  
These workshops cannot be scheduled until the Covid-19 public assembly restrictions are lifted.

**Fire Prevention and Preparedness in schools**  
FSM-2020-C05  
There is a great deal of uncertainty regarding the reopening of schools. We would like to incorporate some basic ideas regarding fire prevention and preparedness into the "Get Ready Fifth Grade" program.

**Prepare Educational materials such as brochures and handouts**  
FSM-2020-C06  
We have begun a review of our training materials and are developing ideas for new publications and handouts.

**Develop Spanish language training and educational materials**  
FSM-2020-C07  
We have reached out to representatives from the Canal Alliance, Parent Services Project, Multicultural Center of Marin and Alcohol Justice and are in the process of scheduling our first meeting to better understand the needs of their community.

**Support Wildfire Mitigation Specialists**  
FSM-2020-C08  
FIRESafe MARIN representative Todd Lando conducted training for the new class of specialists. Now that they are in the field, we are following up to see what additional information or educational handouts they might need.
Monthly Firewise online Community Meetings  
We are now hosting a monthly meeting for all Firewise groups at 11am following the regular FIRESafe MARIN meeting on the second Friday of each month. The purpose of the meeting is to share best practices and provide up to date preparedness information.

Staff to support Firewise sites with technical and direct support  
Our two Firewise Liaisons are in daily contact with Firewise sites. This includes providing information and support for the chipper program, responding to requests for information and participating in local Firewise meetings. Our staff is developing metrics to measure improvements in the performance and organization of the various Firewise groups.

Maintain current and comprehensive website library of resources  
We are in the process of updating and reorganizing our website to make it more user friendly and to archive webinar content for easy access.

Educational video- creation and distribution  
We are very pleased to be working with an excellent video producer named Chikara Motomura. In the last two months we have produced a series of five new training videos including: Fire Smart Landscaping, Zone 0, Pollinators in a Fire Smart Garden, and two videos on hardening of decks. The first three videos can be found on the FSM youtube channel and the deck videos will soon be uploaded. We expect to create a new video each month.

Respond to resident inquiries and requests in timely manner  
FIRESafe MARIN receives more than 50 requests for information each day. In the past we did not have sufficient staff to respond to many of these requests. We are now providing same day response to all requests for information.

Prepare and distribute monthly newsletter  
We have worked with PamKuhnCreative to design and produce a reformatted newsletter. Our first newsletter was sent on July 14 to our mailing list of approximately 4000 subscribers. Newsletters will go out each month 14 days before our scheduled webinars. The newsletter will include content related to that month's webinar. The webinars will also be advertised on our Facebook page and Twitter feed. All of our social media feeds will include reminders about the upcoming webinars. We are working to develop partner lists so that we can broaden our outreach.

Prepare articles for print media: Marin IJ, Pacific Sun  
We are working on our first article for print media. This article will focus on the new FIRESafe MARIN projects and the support and funding we have received from the MWPA that has made it possible.
Fire Smart demonstration gardens throughout the County  
This is a longer term planning project. We will be working with UC Marin Master Gardeners (UCMMG) to develop a proposal to bring to the MWPA Board next year regarding creation of several Fire Smart demonstration gardens in different areas of the county. We also plan to work with UCMMG to develop a catalog with photos of Fire Smart Landscaping.

NOAA Weather Radios  
This project will be started after the Red Flag Warning sign program has been finalized. We plan to use the same group of representatives to make a strategic plan for distributing the radios throughout the county to test their effectiveness.

Countywide chipper program  
This has been a challenging program to organize. A comprehensive description of the program and schedule is attached. Our first curbside pickups began in the Town of Ross on July 6. We will finish work in Central Marin then move to Southern Marin. After that we spread throughout the remaining parts of the county. The project is expected to conclude in later September. A major feature of the program is an online software program that allows registration by the public, route mapping and tracking of field crews, photo documentation of all material picked up and calculations of cubic yards picked up and chipped.

Alert and Warning via Red Flag Warning signs  
A committee has been formed to develop policies for the design of signs, placement, pickup and storage by Firewise groups, and educational materials to inform the public of actions they should take when they see the signs. The committee includes fire representatives from each of the MWPA zones, Firewise leaders, Marin County Open Space, Marin Municipal Water District and FSM staff.