NOTICE OF SPECIAL MEETING
BOARD OF DIRECTORS/WATERSHED COMMITTEE*

Notice is hereby given that a Special Meeting of the Marin Municipal Water District’s Board of Directors/Watershed Committee will be held as follows:

**MEETING DATE:** Thursday, March 16, 2017  
**TIME:** 1:30 p.m.  
**LOCATION:** 1) MMWD Board Room, 220 Nellen Ave., Corte Madera, CA 94925

### AGENDA

<table>
<thead>
<tr>
<th>ITEM</th>
<th>RECOMMENDATION</th>
<th>APPROX. START</th>
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<tbody>
<tr>
<td>☐ CALL TO ORDER</td>
<td></td>
<td>1:30 p.m.</td>
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<tr>
<td>☐ ADOPT AGENDA</td>
<td></td>
<td>1:31 p.m.</td>
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<tr>
<td>☐ PUBLIC EXPRESSION†</td>
<td></td>
<td>1:32 p.m.</td>
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<td>☐ CALENDAR</td>
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<tr>
<td>1. Minutes of December 15, 2016 Meeting</td>
<td>Approve</td>
<td>1:37 p.m.</td>
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<tr>
<td>2. MMWD/Tamalpais Lands Collaborative Citizen Advisory Committee Recommendations</td>
<td>Information</td>
<td>1:38 p.m.</td>
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<tr>
<td>3. Approval for Fund Raising Event</td>
<td>Recommend</td>
<td>1:53 p.m.</td>
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<tr>
<td>4. Cooperative Agreement with Conservation Corps North Bay MA-5522</td>
<td>Recommend</td>
<td>1:58 p.m.</td>
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<tr>
<td>5. Multi-Year Fuelbreak and Weed Maintenance Contract No.1836</td>
<td>Recommend</td>
<td>2:08 p.m.</td>
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<tr>
<td>6. Habitat Restoration Through Non-system Trail Removal along Old Railroad Grade and Vicinity – Project Restore Phase VI</td>
<td>Information</td>
<td>2:18 p.m.</td>
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<tr>
<td>7. Adjourn</td>
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Stephanie Eichner-Gross  
Board Secretary

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**MMWD BOARD OF DIRECTORS:** Larry Bragman, Jack Gibson, Cynthia Koehler, Armando Quintero, Larry Russell

*The designated chair is Director Bragman. Other board members may attend as they wish.*

**One or more directors may participate in this meeting via teleconference. The teleconference location(s) is listed above. Members of the public are welcome to attend the meeting at either location.*

- over -
Anyone wishing to speak on an item other than those listed on this agenda will be recognized at this time. We ask any person wishing to be heard to come to the podium to address the board and state your name and address for the public record. A 3-minute limit is customary; however the committee chair may adjust the actual time allotted to accommodate the number of speakers.

**ADA Notice and Hearing Impaired Provisions:** The board room is equipped with sound amplifying units for use by the hearing impaired. The units operate in conjunction with the room's sound system. You may request the personal sound amplifier from the Board Secretary for use during meetings.

In accordance with the Americans with Disabilities Act and California Law, it is the policy of the Marin Municipal Water District to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require a copy of a public hearing notice, an agenda, and/or agenda packet in an appropriate alternative format, or if you require other accommodation, please contact Stephanie Eichner-Gross at (415) 945-1448, at least two days in advance of the meeting. Advance notification within this guideline will enable the district to make reasonable arrangements to ensure accessibility.

**Future Board of Directors/Watershed Committee Meetings:**

- Thursday, June 15, 2017, 1:30 p.m.  
  MMWD Board Room
- Thursday, September 21, 2017, 1:30 p.m.  
  MMWD Board Room
STAFF REPORT

SUBJECT: Minutes of December 15, 2016

SUBMITTED BY: Mike Swezy, Watershed Manager, Facilities and Watershed

RECOMMENDED ACTION: Approve

ATTACHMENTS:
1. Minutes of December 15, 2016 Watershed Committee Meeting
MINUTES OF DECEMBER 15, 2016 MMWD WATERSHED COMMITTEE MEETING

MARIN MUNICIPAL WATER DISTRICT
BOARD OF DIRECTORS / WATERSHED COMMITTEE

IN ATTENDANCE:

Directors present: Larry Bragman, Armando Quintero, Jack Gibson (phone) and Larry Russell (phone)
Directors absent: Cynthia Koehler

CALL TO ORDER: Director Bragman called the meeting to order at 10:05 a.m.

ADOPT AGENDA: By simple motion, the agenda was adopted.

PUBLIC EXPRESSION: Director Bragman said the San Geronimo Valley Planning group will be doing independent water testing in Woodacre and wanted to thank the staff for cooperating on the project.

ITEM 1. MINUTES OF SEPTEMBER 15, 2016 MEETING

By simple motion, the minutes were adopted as submitted.

ITEM 2. TAMALPAIS LANDS COLLABORATIVE 2017 WORK PLAN

Crystal Yezman, Division Manager, Facilities and Watershed said the Tamalpais Land Collaborative (TLC) work plan is submitted for approval. The TLC met to draft a work plan of programs and projects for the coming year and presented the work plan at a public meeting held November 12, 2016. Crystal reviewed the revised projects list.

Nona Dennis gave congratulations for the “very positive TLC presentation in November, including its collaborations and accomplishments.” Roger Roberts, a member of the MMWD/TLC Citizens Advisory Committee stated that the projects and programs listed in the 2017 work plan were found by the committee to be consistent with MMWD watershed management policies.

The committee referred the TLC 2017 Work Plan to the Board of Directors with a recommendation to approve.

ITEM 3. GRASSLAND HABITAT RESTORATION SERVICES

Janet Klein, Natural Resource Program Manager said she was in receipt of three proposals for consulting services for the grassland habitat restoration services for the next two to three years on the Mt. Tamalpais Watershed. Staff would be selecting among these proposals and developing a contract agreement that would include planning, mapping and manual weed control in grasslands on the watershed identified as priorities for restoration. The committee referred this item to the Board of Directors with a recommendation to authorize the general manager to execute a consultant agreement in an amount not to exceed $200,000.
ITEM 4. JEWELL CREEK FISH PASSAGE RESTORATION PROJECT

Nick Salcedo, Senior Management Analyst gave a PowerPoint presentation of the fish passage restoration project at Jewell Creek. The presentation provided information and photographs of the project from the failure of the original culvert to the successful finish of a new arched-culvert, including permitting, design, funding for construction and working in collaboration with other agencies.

The committee thanked Nick for all his work on this project.

It was suggested by the Committee to make a video presentation of this project and other future Marin Municipal Water District projects.

Public comments agreed with the Committee to make presentations and asked about the life span of a culvert.

ADJOURNMENT

There being no further business, the meeting of December 15, 2016 adjourned at 10:41 a.m.
STAFF REPORT

SUBJECT: MMWD/Tamalpais Lands Collaborative Citizen Advisory Committee Recommendations

SUBMITTED BY: Mike Swezy, Watershed Resources Manager, Facilities and Watershed Division

RECOMMENDED ACTION: Information

EXECUTIVE SUMMARY:

The recommendations from the MMWD/Tamalpais Lands Collaborative Citizen Advisory Committee to the Board of Directors are presented here.

FISCAL IMPACT: YES ___ NO X ___ FISCAL YEAR: ___________________________

FISCAL IMPACT NARRATIVE:

N/A

BACKGROUND:

On December 15, 2015, the board of directors approved the creation of a citizen advisory committee (CAC) to evaluate MMWD’s participation in the Tamalpais Lands Collaborative (TLC), a multi-agency cooperative effort to secure health of the greater Mt. Tamalpais ecosystem by leveraging respective agency’s collective talents and to inspire and engaging the public through volunteerism, environmental education and philanthropy. The board identified the committee’s purpose - “to review projects and programs of the district that are being supported through the TLC for consistency with district policies – specifically those policies intended to provide for the long term health of district watershed lands.”

The board made the following appointments:

• Priscilla Bull, Kentfield (Director Gibson’s nominee)
• Karen Betzner, Mill Valley (Director Koehler’s nominee)
• Jerry Riesen, Tiburon (Director Russell’s nominee)
• Roger Roberts, San Rafael (Director Quintero’s nominee)
• Peter Anderson, Fairfax (Director Bragman’s nominee)
• Gary Yost, Mill Valley (GM’s nominee)
• Phil Sotter, Woodacre (GM’s nominee)
The following is a list of the meeting dates and subjects discussed for the CAC in 2016:

- February 9, 2016: General orientation to Tamalpais Lands Collaborative and MMWD Watershed Management Policies
- June 28, 2016: MMWD Vegetation Management Plan Update/West Peak Basis of Design Report/Discussion of project selection, prioritization, and fundability
- August 30, 2016: In-depth review of TLC/One Tam projects and programs
- October 4, 2016: Review of Draft TLC 2017/Work Plan and review of MMWD Biodiversity and Fire Fuels Integrated Plan for projects that could be supported by One Tam.
- November 14, 2016: Discussion leading to the development draft recommendations to the Board.
- December 5, 2016: Review of draft recommendations and final discussion

In addition to these meetings, most of the CAC were in attendance at a site visit to West Peak and at a public meeting at the Phoenix Lake Log Cabin.

Meetings included in-depth presentations and discussion with MMWD watershed staff and staff from the Golden Gate National Parks Conservancy.

In order to provide a frame work for the CAC to present its recommendation, staff presented the committee with the following questions:

1) Are programs and projects of the Tamalpais Lands Collaborative proposed by MMWD consistent with MMWD Watershed Management Policy?
2) Are the programs and projects in the 2017 Work Plan related to MMWD lands or MMWD activities consistent with MMWD policies?
3) Based on the in-depth discussion on management challenges on Mt. Tamalpais, are there general watershed management recommendations that the committee would like to make independent of the Tamalpais Lands Collaborative?

The CAC in general supported MMWD’s approach and found all actions consistent with longstanding watershed management policies to protect the long term health of Mt. Tamalpais Watershed lands. The summary recommendations are attached.

Staff recommends that the CAC continues to serve to evaluate continued participation including an annual review of MMWD’s projects and programs proposed in the upcoming TLC annual work plan.
**STRATEGIC PLAN ALIGNMENT:**

The requested actions aligns with the district’s Strategic Plan Goal 4: Environmental Stewardship, Strategy 2 – Increase community engagement in stewardship of Mt. Tamalpais as water and community asset: Objective 1 - Develop projects and programs for the Tamalpais Lands Collaborative and Objective 2 - Increase volunteer and education program capacity through public-private and not-for-profit partnerships.

**ATTACHMENTS:** [IF NONE, STATE NONE]

1. MMWD/TLC CAC Recommendations
Marin Municipal Water District/Tamalpais Lands Collaborative
Citizen Advisory Committee

Recommendations and Policy Guidance for MMWD’s participation in the Tamalpais Lands Collaborative

1. Recommendation related to MMWD’s participation in the Tamalpais Lands Collaborative

- Are programs and projects of the Tamalpais Lands Collaborative proposed by MMWD consistent with MMWD Watershed Management Policy?

In accordance with the Tamalpais Lands Collaborative Memorandum of Understanding (2013), MMWD staff have proposed a number of projects and programs approved by the MMWD Board of Directors for inclusion in the TLC “5 year list of projects and programs.” The committee is unanimous in its opinion that these projects and programs are consistent with MMWD Board policies especially those that intended to provide for the long term health of the Mt. Tamalpais Watershed lands.

- Are the programs and projects in the 2017 Work Plan related to MMWD lands or MMWD activities consistent with MMWD policies?

Each year the TLC working group develops an annual work plan including a fundraising forecast for those projects and programs from the 5 year list that are ready for advanced planning or implementation. The annual work plan is presented at a public meeting and then approved by the individual partner agencies. The committee has reviewed these projects and programs in detail and for those that are on district lands, the committee finds that they are consistent with MMWD watershed management policies.

2. Other Recommendations related to Projects and Programs on MMWD lands

- Ecological health should be highest priority: In general the committee believes that those projects that improve the overall ecological health of Mt. Tamalpais should be the highest priority. The committee supports expanding:

  1) Forest health and resiliency projects across the entire Mt. Tamalpais landscape that include and emphasize both biodiversity protection and fire hazard reduction;
  2) Invasive plant early detection/rapid response to prevent new weed invasions
  3) New programs to leverage all agencies’ broom control efforts across the landscape including a “Broom Summit” featuring state of the art science and management, seeking technical assistance for developing local field work resources, and collaboration with innovators of new tools and products.
4) Inventory and monitoring for rare and endangered species, species and habitats recognized as indicators of overall ecological health, and inventories across all life forms; and
5) Community participation in stewardship programs especially those in support of the priorities listed above.

- Prioritization: There is general support for the mix of projects undertaken by TLC including historic structures and trail projects. The committee is impressed by the increased level of care for Mt. Tam that has been brought to bear through the One Tam initiatives. The committee has some concern that in some cases lower priority projects may have the potential to distract or compete with resources for higher priority ones. At the same time the committee recognizes that having a wide portfolio of projects helps to engage a broader public and increases the opportunity to connect public participation and philanthropy for higher priority stewardship. Also, the committee recognizes that historic restoration projects like the Log Cabin and the West Peak Restoration have the potential to bring in certain kinds of public and philanthropic support that that may not otherwise immediately flow to natural resource projects. In this regard, the committee supports the process for determining a restoration plan for West Peak which includes looking at a range of alternatives, evaluating natural and historic resource constraints and opportunities that includes realistic cost estimates, and engages the public in a meaningful way throughout.

- Stewardship education: The committee supports increased environmental educational programming and outreach but believes that size and frequency of events for these purposes should be carefully monitored so that their scale doesn’t cause unintended recreational impacts.

3. Recommendations related to the Phoenix Lake Log Cabin project

- The committee supports a program of use for the restored Log Cabin that includes the following, subject to more defined guidelines that limit group size, frequency of use, and vehicle access:

  1) Meeting space for public service non-profits, public agencies, and interest groups related to Mt. Tamalpais consistent with existing board policy (i.e. daytime mid-week use, limited group size, limited number of vehicles, etc).
  2) Space for current MMWD led programs such as water conservation education, watershed science, habitat restoration, and trail crews as well as other One Tam programming for environmental education and youth development.
  3) Small-scale passive visitor contact station and natural and cultural history museum that focuses on water district history and watershed stewardship.
  4) Daytime environmental classroom space for school groups with limits on size of groups and frequency of use.
4. Other Recommendations for Watershed Management not related to Tamalpais Lands Collaborative project.

Based on the committee’s increased understanding regarding watershed management issues resulting from in depth discussions over the past year, the committee offers these additional recommendations to the Board and staff.

- The committee supports the notion of capital investment on the watershed to support “green assets.” Specifically, the committee supports a greater level investment in vegetation and habitat management than what is recommended in the current draft of the Biodiversity, Fire, and Fuels Integrated Plan.

- The committee is concerned about increasing public use on the watershed and attendant impacts to resources. The committee supports an increase in the ranger staff to bring more effort for reducing illegal trail construction and trail use, managing public safety, and increasing public contact for the purposes of watershed and natural resource protection.

- The committee supports expansion of public information at trailheads and at watershed boundaries focusing on watershed protection rules and regulations, environmental awareness and opportunities for constructive stewardship.
STAFF REPORT

SUBJECT: Approval for Fund Raising Event

SUBMITTED BY: Crystal Yezman, Facilities and Watershed Division Manager

RECOMMENDED ACTION: Refer to the Board of Directors with a recommendation to Authorize the Watershed Manager to issue a permit (gratis) to allow for an auctioned photo shoot with proceeds going to the Marin Community Foundation, Watershed Fund

EXECUTIVE SUMMARY:

The Ferrari Owners Charitable Foundation has expressed interest in fundraising to support projects and programs within the Marin Municipal Water District watershed. Staff proposes issuing a permit (gratis) for a photo shoot that would be auctioned at the Ferrari Owner’s Group (FOG) annual fund raising event on September 14, 2016. The terms of the agreement for distributed proceeds shall require a donation to the Marin Community Foundation, Watershed Fund exceeding the district’s estimated permitting costs and staff time ($1500), with additional proceeds distributed proportionally among the donating parties. Issuing the permit would be in the best interest of the District as it would allow for the generation of additional revenue, perhaps in the range of $500-$5000.

District Board Policy 7, Section 6.2(B) requires that any fundraising event that generates revenue for Mount Tamalpais Watershed (Watershed) purposes will be considered and may be allowed on a case-by-case basis upon approval by the Board of Directors.

Staff is seeking committee recommendation for the Board of Directors to authorize the Watershed Manager to issue a permit (gratis) for an auctioned photo shoot with proceeds benefiting the Watershed through a donation to the Marin Community Foundation, Watershed Fund.

FISCAL IMPACT: YES NO X FISCAL YEAR: 2017

BACKGROUND:

Staff has been working to develop collaborative relationships with charitable organizations in an effort to expand revenues for Watershed purposes. The Ferrari Owners Charitable Foundation has expressed interest in fundraising to support projects and programs within the
watershed. Each year this organization holds a Gala event to raise money for notable causes. For the past several years, they have collaborated with the Make a Wish Foundation, Greater Bay Area to fulfill 70 wishes for children with life-threatening illnesses.

The expansive vistas atop Mount Tamalpais make it one of the top destinations for shooting car commercials, worldwide. Permits are routinely given for commercial photo shoots; however, a fund raising event for the purposes of generating Watershed revenue requires board approval. The auction package for the photo shoot would be managed by the Ferrari Owner’s Group with donated time from a professional motorsport photographer. The car owner would have photos taken of their automobile in areas that are already permitted and accessible for commercial and private events. Staff believes that any impact from this fund raising event would be minimal to the visiting public and part of routine watershed operations.

Staff proposes issuing a permit (gratis) for a photo shoot that would be auctioned at the Ferrari Owner’s Group (FOG) annual fund raising event on September 14, 2016. The terms of the agreement for distributed proceeds shall require a donation be made to the Marin Community Foundation, Watershed Fund exceeding the district’s estimated permitting costs and staff time ($1500), with additional proceeds distributed proportionally among the donating parties. Issuing the permit would be in the best interest of the District as it would allow for the generation of additional revenue, perhaps in the range of $500-$5000. Looking forward, staff hopes to use similar fund raising techniques as a means to expanding resources for environmental stewardship.

District Board Policy 7, Section 6.2(B) requires that any fundraising event that generates revenue for Mount Tamalpais Watershed (Watershed) purposes will be considered and may be allowed on a case-by-case basis upon approval by the Board of Directors.

Staff is seeking committee recommendation for the Board of Directors to authorize the Watershed Manager to issue a permit (gratis) for an auctioned photo shoot with proceeds benefiting the Watershed through a donation to the Marin Community Foundation, Watershed Fund.

**STRATEGIC PLAN ALIGNMENT:**

The requested actions aligns with the district’s Strategic Plan Goal 2: Financial Stewardship, Strategy 3 – Manage MMWD budget and assets to efficiently achieve the MMWD’s priorities, Objective 1 – Evaluate public/private partnerships to reduce costs to the ratepayer; and Goal 4: Environmental Stewardship, Strategy 2 – Increase community engagement in stewardship of Mt. Tamalpais as water and community asset
REVIEWED BY:

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ATTACHMENTS:

None
STAFF REPORT

SUBJECT: Cooperative Agreement with Conservation Corps North Bay MA-5522

SUBMITTED BY: Mike Swezy, Watershed Resources Manager, Facilities and Watershed

RECOMMENDED ACTION: Refer to the Board of Directors with a recommendation to authorize the General Manager to execute a Cooperative Agreement with Conservation Corps North Bay.

EXECUTIVE SUMMARY:

MMWD and CCNB have formed cooperative agreements with the district since 2003. This agreement updates and renews the relationship, acknowledges the mutual benefits of MMWD and CCNB collaboration in the areas of youth development, environmental education, and natural resource stewardship and provides a framework for the development of individual contractual agreements for specific projects.

FISCAL IMPACT: Yes [ ] No [x] FISCAL YEAR:

FISCAL IMPACT NARRATIVE:

There is no fiscal impact related to the approval of this agreement. The district enters into project based agreements for services rendered by CCNB consistent with the cooperative agreement.

BACKGROUND:

Conservation Corps North Bay (CCNB) is the nation’s oldest local non-profit youth conservation corps. Established in 1982 as Marin Conservation Corps, CCNB provides year-round job training and education services to 120 youth preparing young people from all corners of the North Bay to become strong environmental leaders, develop an ethic of service and create strong, sustainable communities. After the organization expanded into Sonoma County it renamed itself to reflect its new geography.

CCNB’s relationship with the district started at its conception and they now conduct projects on the watershed lands, along Lagunitas Creek and at tank sites in the community, involving fuel break construction, trail work, habitat restoration, invasive plant management, and erosion control services. In addition to the regular labor services provided to the district at a low cost, they offer a complete recycling program for picnic areas. As a recognized local nonprofit
conservation corps, CCNB is eligible for special bond funding, and has matched dollar for dollar some of our trail and vegetation management contracts in labor grants.

In 2003, and again in 2012, the District entered into sponsor agreements with CCNB that recognized the special relationship between the two agencies. The sponsor agreement establishes the overall framework for the District’s relationship with CCNB and address issues such as the method for submitting work proposals, types of work that will be performed, how the District’s projects for CCNB are prioritized, supervision of the work, assignment, indemnity, mediation and arbitration. Under the sponsor agreement, the District enters into separate contracts with CCNB for each specific project which define the scope of work for a project and fees and payment for the work.

Staff requests that the committee refer to the Board of Directors a recommendation to authorize the General Manager to execute the agreement.

**STRATEGIC PLAN ALIGNMENT:**

This project aligns with strategic plan Goal 4: Environmental Stewardship, Strategy 1 Enhance ecosystem resiliency in the face of climate changes and Strategy 2 Increase community engagement in stewardship of Mt. Tamalpais as a water and community asset.

**REVIEWED BY:**

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**ATTACHMENTS:**

1. Cooperative Agreement with Conservation Corps North Bay (MA - 5522)
Cooperative Agreement  
Between  
CONSERVATION CORPS NORTH BAY  
And  
MARIN MUNICIPAL WATER DISTRICT

This COOPERATIVE AGREEMENT (Agreement) is hereby entered into by and between Marin Municipal Water District, hereinafter referred to as MMWD and Conservation Corps North Bay, hereinafter referred to as CCNB. Throughout this Cooperative Agreement MMWD and CCNB may be referred to jointly as “the parties.”

Individual Contractual Agreements can be negotiated under this Cooperative Agreement.

I. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

MMWD is the oldest municipal water district in California and the owner of 22,000 acres of watershed lands in Marin County. It has responsibility for administration of the public lands under its jurisdiction and recognizes the advantages of cooperating with CCNB in accomplishing natural resource and community service projects, and at the same time, providing an opportunity for youth to learn about the principles and practices of resource management and conservation.

CCNB fosters life-long stewardship of the environment by offering opportunities for education, leadership, community and national service, and personal development, while providing a high quality public service in natural resource management and conservation through local youth programs.

Both CCNB and MMWD find it mutually advantageous that participants in these programs broaden and develop the scope of their work experience by performing public service projects sponsored by MMWD.

Through this agreement, the parties wish to:

➢ Promote and stimulate public investments in education, job training, development of responsible citizenship, productive community involvement, and furthering the understanding and appreciation of natural resources through the involvement of local youth and young adults in the care and enhancement of public resources.

➢ Continue the long standing efforts of MMWD to provide opportunities for public service youth employment, minority youth development and training, and the participation of young adults in accomplishing conservation related work which
clearly represents public benefit as exemplified through MMWD support of CCNB.

- Build upon the good record established by CCNB, of restoring and maintaining MMWD resources in a cost-effective and efficient manner, especially as it has worked in partnership with the MMWD;

- Cooperate with one another for mutual benefit and for the general benefit of the people of Marin County and future generations.

Therefore it is mutually beneficial to enter into this agreement to establish a framework for the development of individual contractual agreements for the parties to work together on projects to accomplish their mutual goals.

In consideration of the above premises, the parties agree as follows:

II. STATEMENT OF WORK

A. CCNB SHALL:

i. Be responsible for recruitment of eligible CCNB members into their programs.

ii. Have sole responsibility and authority over all CCNB members working on MMWD projects under this Cooperative Agreement. CCNB will provide a crew supervisor to supervise the CCNB members working on MMWD projects under this Cooperative Agreement. CCNB will provide a crew supervisor to fully supervise the CCNB members while at any MMWD camp facility and/or work project site, and will provide necessary technical training except in the case of Restoration and Ecosystem Management Crew placements where on site supervision and training will be shared with an MMWD mentor.

iii. Handle all administrative records required for crews.

iv. Provide a project manager to coordinate CCNB work crews and facilitate communication between the parties.

v. Provide corpsmembers with uniforms, personal protective equipment, tools, equipment, supplies, and materials, as needed.
vi. CCNB will accept tools and other materials and equipment when necessary for completion of the project(s) assigned by MMWD on a loan basis only and return them in the same condition received except for normal wear and tear.

vii. Provide all transportation for the CCNB members between assembly points and work project sites.

viii. Invoice MMWD for their share of costs incurred.

ix. CCNB agrees to indemnify, hold harmless, release and defend MMWD, its officers, director, agents, employees and volunteers, from any and all liability, actions, claims, damages, costs or expenses, including attorney fees and the costs and expenses of suit, which may be asserted by any person or entity, including CCNB, arising out of or in connection with the negligent or intentional acts or omissions of CCNB, its agents, subcontractors and employees in the performance of this agreement.

x. CCNB shall maintain the following insurance:

CCNB shall obtain insurance acceptable to MMWD in a company or companies with a Best's rated carrier of at least “A”. The required documentation of such insurance shall be furnished to MMWD at the time CCNB returns the executed contract. CCNB shall not commence work nor shall it allow its employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved.

CCNB shall have and maintain at all times during the life of this agreement, up to the date of acceptance, the following policies of insurance:

a. Workers' Compensation Insurance: Workers' Compensation Insurance to cover its employees, as required by the State of California, and shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. All Workers' Compensation policies shall be endorsed with the following specific language:

"This policy shall not be canceled without first giving thirty (30) days prior notice by Certified Mail” to:
The Workers' Compensation Insurance self-insured deductibles and retentions for both CCNB and its subcontractors shall not exceed $1,000.00

b. Personal injury (including bodily injury) and property damage insurance for all activities of CCNB and its subcontractors arising out of or in connection with this contract, written on a comprehensive general liability form providing coverage at least as broad as ISO commercial general liability occurrence form CG001, including blanket contractual, completed operations, auto liability insurance for non-owned and hired vehicles in an amount no less than $2,000,000 combined single limit personal injury and property damage for each occurrence. Each such policy shall be endorsed with the following specific language:

1. The Marin Municipal Water District (MMWD), its officers, Directors, agents, employees and volunteers are added as additional insured on CCNB's commercial insurance policy with respect to liability arising out of CCNB’s activities under this agreement. CCNB's insurance is primary to any insurance carried by MMWD.

2. Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written (certified) notice to the additional insured (MMWD).

3. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded in the policy shall apply as though separate policies had been issued to each insured.

CCNB’s policy shall be endorsed with "Attached - Additional Insured Endorsement" form.

The General Aggregate Limits of Insurance in the referenced policies apply separately to this project.
c. Documentation: The following documentation of insurance shall be submitted to MMWD:

(i) A Certificate of Insurance for Workers' Compensation Insurance for CCNB. A copy of the required policy endorsements specified in subparagraph a. shall be attached to each such Certificate submitted.

(ii) Certificates of Liability Insurance showing the limits of insurance provided. Copies of the required endorsements specified in subparagraph b. shall be attached to each Certificate submitted.

xi. Obtain parent or guardian legal consent of minors to participate in programs and services, if applicable.

xii. CCNB shall have the legal authority to enter into this agreement, and the institution, managerial, and financial capability to ensure proper planning, management and completion of the projects.

B. MMWD SHALL

i. Initiate individual Contractual Agreements in accordance with MMWD procedures, which will provide specifics for individual work projects and become an attachment to this Cooperative Agreement.

ii. Obtain all approvals and permits required by any other state, federal or local agency prior to permitting CCNB work crews to begin work on a project.

iii. Provide the necessary technical oversight for each work project to ensure work is completed safely and according to MMWD specifications. This oversight does not include supervision and participants will not be considered employees of MMWD under this agreement. CCNB work crew supervisors will supervise participants.

iv. Provide a project manager to coordinate work projects for the CCNB crew and facilitate communication between the parties.

v. Provide any additional tools and equipment necessary to accomplish the identified work project adequate for project completion as agreed to in
Individual Contractual Agreement. All tools, equipment and unused materials provided remain the property of MMWD.

vi. Upon notification, or otherwise becoming aware of an existing or potential problem of health or safety, MMWD shall promptly notify CCNB of its determination and provide them with an opportunity to cure such existing or potential problems. If corrective action is not taken, MMWD may issue a written order of suspension of all or part of the project activity. When satisfactory corrective action is taken, a written order to resume activities may be issued by MMWD and CCNB will promptly be provided with a copy of the order. If problems are not satisfactorily resolved, the sponsor will terminate the project.

vii. Process requests for payments no less than monthly.

viii. In collaboration with CCNB, provide interpretation and education programs for the youth accomplishing project on MMWD lands to enhance the environmental awareness of participants.

ix. MMWD agrees to indemnify, hold harmless, release and defend CCNB, its officers, director, agents, employees and volunteers, from any and all liability, actions, claims, damages, costs or expenses, including attorney fees and the costs and expenses of suit, which may be asserted by any person or entity, including MMWD, arising out of or in connection with the negligent or intentional acts or omissions of MMWD, its agents, subcontractors and employees in the performance of this agreement.

x. Complete CCNB project-related forms in conjunction with project.

III. TERM OF AGREEMENT:

A. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of the last signature and is effective through June 30, 2022 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

IV. MODIFICATION AND TERMINATION:

A. MODIFICATION. Modifications within the scope of this instrument shall be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any
changes being performed. Requests for modification shall be made, in writing, at least 30 days prior to implementation of the requested change. MMWD is not obligated to fund any changes not properly approved in advance.

B. ASSIGNMENT. Neither party may assign this agreement or any interest therein without the written consent of the other party.

C. PARTIAL INVALIDITY. If any provision of this agreement is found to be invalid or unenforceable, the remainder of the agreement shall continue in effect.

D. TERMINATION.

At any time and without cause, MMWD shall have the right in its sole discretion, to terminate this agreement by giving written notice to the CCNB. In the event of such termination, MMWD shall pay the CCNB for services rendered to the termination date.

In addition, if CCNB should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this agreement, MMWD may terminate this agreement by giving the CCNB written notice of such termination, stating the reason for such termination. In such event, the CCNB shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by the Consultant bear to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by MMWD by virtue of the breach of the agreement by the Consultant.

V. GENERAL TERMS:
A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.
Principal CCNB Contacts:

<table>
<thead>
<tr>
<th>CCNB Program Contact</th>
<th>CCNB Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Marilee Eckert, CEO</td>
<td>Name: James Ogden, CFO</td>
</tr>
<tr>
<td>Address: 27 Larkspur Street</td>
<td>Address: 27 Larkspur Street</td>
</tr>
<tr>
<td>City, State, Zip: San Rafael, CA 94901</td>
<td>City, State, Zip: San Rafael, CA 94901</td>
</tr>
<tr>
<td>Telephone: 415-454-4554</td>
<td>Telephone: 415-454-4554</td>
</tr>
<tr>
<td>FAX: 415-454-4595</td>
<td>FAX: 415-454-4595</td>
</tr>
<tr>
<td>Email: <a href="mailto:meckert@ccnorthbay.org">meckert@ccnorthbay.org</a></td>
<td>Email: <a href="mailto:jogden@ccnorthbay.org">jogden@ccnorthbay.org</a></td>
</tr>
</tbody>
</table>

Principal MMWD Contacts:

<table>
<thead>
<tr>
<th>MMWD Program Contact</th>
<th>MMWD Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Mike Swezy</td>
<td>Name: Laurie Offenbach</td>
</tr>
<tr>
<td>Address: 220 Nellen Ave (c/o Sky Oaks)</td>
<td>Address: 220 Nellen Ave (c/o Sky Oaks)</td>
</tr>
<tr>
<td>City, State, Zip: Corte Madera, CA 94925</td>
<td>City, State, Zip: Corte Madera, CA 94925</td>
</tr>
<tr>
<td>Telephone: 415-945-1190</td>
<td>Telephone: 415-945-1180</td>
</tr>
<tr>
<td>FAX: 415-945-1171</td>
<td>FAX: 415-945-1171</td>
</tr>
<tr>
<td>Email: <a href="mailto:mswezy@marinwater.org">mswezy@marinwater.org</a></td>
<td>Email: <a href="mailto:loffenbach@marinwater.com">loffenbach@marinwater.com</a></td>
</tr>
</tbody>
</table>

B. PROJECT AGREEMENTS. Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement shall be by mutual consent of the parties through a specific individual contractual agreement.

C. NOTICES. Any notice given by MMWD or CCNB will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the MMWD Program Manager, at the address specified in the agreement.

To CCNB, at the CCNB address shown in the agreement or such other address designated within the agreement.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. ENDORSEMENT. Any contributions made under this agreement do not by direct reference or implication convey MMWD endorsement of CCNB's products or activities and does not by direct reference or implication convey CCNB’s endorsement of MMWD’s products or activities.
E. **CCNB PARTICIPANT LIABILITY.** CCNB agrees that any CCNB employees and program participants shall not be deemed to be the Sponsor’s employees for any purposes, as CCNB has hereby willingly agreed to assume these responsibilities.

Further, CCNB shall provide any necessary training to its employees and program participants to ensure that such personnel are capable of performing tasks to be completed. CCNB shall also supervise and direct the work of its employees and participants performing under this agreement.

F. **AVAILABILITY FOR CONSULTATION.** Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

G. **NONDISCRIMINATION.** CCNB shall comply with all State and Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex (in education and training programs and activities); and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities.

The nondiscrimination statement that follows shall be posted in primary and secondary CCNB offices, at the public service delivery contact point and included, in full, on all materials regarding CCNB’s programs that are produced by CCNB for public information, public education, or public distribution:

> “In accordance with Federal law, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (in education and training programs and activities), age, disability, or retaliation.” (Not all prohibited bases apply to all programs.)

If the material is too small to permit the full statement to be included, the material will, at a minimum, include the statement, in print size no smaller than the text: “This institution is an equal opportunity provider.”
H. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

CCNB shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

CCNB shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

CCNB shall maintain effective control over and accountability for all MMWD funds, real property, and personal property assets. CCNB shall keep effective internal controls to ensure that all funds received are separately and properly allocated to the activities described in the agreement. CCNB shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

CCNB shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

I. INSTRUMENT CLOSEOUT. CCNB shall close out the instrument within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to CCNB shall be immediately refunded to MMWD.

Within a maximum of 90 days following the date of expiration or termination of this instrument, all financial performance and related reports required by the terms of the instrument shall be submitted to MMWD by CCNB.
J. **PROGRAM PERFORMANCE REPORTS.** CCNB shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

K. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS.** CCNB shall retain all records pertinent to this instrument for a period of no less than three years from the expiration or termination date. As used in this provision, “records” includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. CCNB shall provide access and the right to examine all records related to this instrument to MMWD or their authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records shall be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

CCNB shall provide access to any project site(s) to MMWD or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

L. **PROPERTY IMPROVEMENTS.** Improvements constructed in whole or in part on lands owned or controlled by MMWD at the direction of any of the parties, shall thereupon become property of MMWD except in the case of recycle bins which will remain the property of CCNB. These improvements shall be subject to the same regulations and administration of MMWD as would other improvements of a similar nature. No part of this instrument shall entitle CCNB to any share or interest in the improvements, other than the right to use and enjoy the same under the existing regulations of MMWD.

M. **ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

N. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this
instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

<table>
<thead>
<tr>
<th>MARILEE ECKERT, Chief Executive Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conservation Corps North Bay</td>
<td></td>
</tr>
</tbody>
</table>

| KRISHNA KUMAR, General Manager        | Date      |
| Marin Municipal Water District        |           |

Page 12 of 12
STAFF REPORT

SUBJECT: Multi-Year Fuelbreak and Weed Maintenance Contract No.1836

SUBMITTED BY: Janet Klein, Natural Resource Program Manager, Facilities and Watershed

RECOMMENDED ACTION: For review and referral to the Board with the Watershed Committee’s recommendation to award the Multi-Year Vegetation and Fuelbreak Maintenance Contract No. 1836 to the lowest qualified, responsible bidder for an amount not to exceed $750,000.

EXECUTIVE SUMMARY:

On March 3, 2017 the District put out a Notice Inviting Bids for a multi-year Fuelbreak and Weed Maintenance Contract. The contract will cover low-skill brushing, chipping, and manual weed removal in existing fuelbreaks and habitat restoration sites on watershed lands as well as at tank sites, treatment plants, and other miscellaneous facilities throughout the MMWD service area. The District has budgeted $750,000 for this work with approximately $58,000 available in Fiscal Year 2017 and $345,000 annually in the operational budget submitted for approval for Fiscal Years 2018 and 2019. The Bid Open is scheduled for Monday, March 27th at 11:00 a.m. The contract will be awarded to the lowest, qualified, responsible bidder.

FISCAL IMPACT:

FISCAL IMPACT NARRATIVE:

Staff anticipates a multi-year agreement with an approximately $345,000 allocation in both FY 18 and FY 19 budgets.
BACKGROUND: MMWD is in the process of scaling up its efforts to decrease fuel loads and improve both oak woodland and grassland habitat on its watershed lands in order to achieve the desired outcomes described in the draft Biodiversity, Fire, and Fuels Integrated Plan. Over the next five years, the District seeks to increase its annual fuel load reduction and weed removal efforts by nearly 50%. As a consequence, the District has need of significantly more contract service support for low-skill brushing and manual weed removal, both on watershed lands and at water treatment plants and tank sites than it has in the past.

In FY 2015, 2016, and 2017, the majority of this support came from a single service provider with a multi-year contract valued at $168,000 annually. However, each year the District authorized between 55 and 125% additional work with funds coming from a combination of Board-approved budget augmentations and grants.

Staff recommends scaling up the next fuels and weed management contract at a level that is consistent with the anticipated need over the next 4 years. Specifically, staff recommends increasing the level of work from the 5,800 hours of labor in the 2014-2016 (extended through the first half of FY 2017) contract to approximately 11,680 hours for Fiscal 2018 and 2019. Staff’s estimate for this contract is $345,000 annually. Of this amount, $25,000 is for vegetation maintenance at facilities sites and $320,000 is for maintenance work on watershed lands.

Additionally, staff recommends including 2000 hours of labor for the remainder of Fiscal Year 2017 to meet additional needs that arose over the course of this fiscal year. Staff estimates the cost to be approximately $58,000 for Fiscal 2017.

It should be noted that this contract does not cover all of the third party support services that the District will need in Fiscal 2018 and Fiscal 2019. In addition to this low-skill brushing and manual weed removal contract, the District has procured or will procure support services for hazard tree removal, pile burning, forest management, and grassland or wetland restoration work. Contracts exceeding the General Manager’s signing authority will be brought forward to the board at a future date.

PROPOSAL SELECTION

Staff sent a Notice to Invite Bids to 15 landscape maintenance or fuels management firms that operate in wild land settings in California. This includes 3 firms that have performed vegetation management services for the District in the recent past as well as two firms that responded to Notices Inviting Bids in the recent past. Bids will be opened on March 27th, at 11 a.m. Staff recommends awarding the contract to the lowest, qualified and responsible bidder, per District policy.
GENERAL SCOPE OF WORK
The consultant shall provide all labor, equipment and material necessary to perform all work defined in the scope of work and deemed necessary by the MMWD. The scope of work shall include, but is not limited to, the following tasks:

- **Weed Elimination** - handpull, grub out, masticate or otherwise remove target non-native species with a technique that will result in the death of 95% of adult plants within 6 months of treatment.

- **Fuelbreak construction** – initial removal of native and non-native vegetation for the purpose of wildfire risk reduction and firefighter access. Includes selective tree thinning, tree removal (trees under 6 inches diameter at breast height), bucking of downed trees, brush removal and disposal, and target weed elimination. In shrub and forested communities, fuelbreak construction generally necessitates chipping, piling, or removal of slash.

- **Fuelbreak maintenance** – retratment of existing fuelbreaks within one to five years of previous maintenance pass or new construction. Fuelbreak maintenance differs from construction in that crown densities are generally lesser, standing dead trees and lower tree limbs less abundant, shrub heights lower, and spacing between woody species greater than starting conditions for new construction. Maintenance generally necessitates less chipping, piling or removal of slash than fuelbreak construction.

The locations of the work in this contract includes but is not limited to specified portions of fuelbreaks in the Mt Tamalpais Watershed and various District facilities throughout central, southern and western Marin County.

ENVIRONMENTAL COMPLIANCE
Work will be restricted to those areas and tasks covered by the District’s 1995 Vegetation Management Plan for Mt Tamalpais and its associated Environmental Impact Report until such time as the Board adopts the Draft BFFIP and certifies its EIR to expand the geographic boundaries of such work. At that time, the work will be restricted to those areas and tasks covered by the BFFIP and its associated EIR.

STRATEGIC PLAN ALIGNMENT: The requested action aligns with the district’s Strategic Plan Goal 4 (Environmental Stewardship), Strategy 3 (Enhance ecosystem resiliency), Objective 1 (Implement vegetation management plan actions to protect communities and habitats from wildfire).
ATTACHMENTS:

1. Notice Inviting Bids.
2. Bid Sheet
NOTICE INVITING BIDS

Sealed bids for the **Fuelbreak and Weed Maintenance Project, 2017-2019** will be received at the Office of the Manager of Engineering, Marin Municipal Water District, 220 Nellen Avenue, Corte Madera, CA 94925, until **11 a.m., on Monday, March 27, 2017**, at which time they will be publicly opened and read in the Board of Directors' room by the Secretary or a designated representative. This contract is for furnishing labor and equipment for maintaining existing fuelbreaks and weed control sites in the Mt Tamalpais Watershed and various District facilities within the County of Marin, California. The work includes brush removal with light power tools, manual weed removal, and on-site chipping.

The Contractor performing work under this contract shall possess a class C-27 (Landscape Contractor) or C-61 (Limited Specialty) with a D-49 (Tree Service) Subclass classification Contractor's license which is valid in the State of California at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)).

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The prevailing rate of wages in the locality in which work is to be performed has been ascertained by the District and published under the provisions of Section 1773 of the California Labor Code.

For the most current prevailing wage rates the Contractor may visit the state of California Prevailing Wage Determinations website at http://www.dir.ca.gov/DLSR/PWD.

Copies of the prevailing wage rates are also on file and available at the Office of the Manager of Engineering at 220 Nellen Avenue, Corte Madera, and in the office of the Marin County Department of Public Works, Civic Center, Room 304, San Rafael, California.

It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the said prevailing wage rates to all workers employed by them in the execution of the contract.

On this contract, eight hours shall constitute a legal day's work. Work beyond eight hours shall be paid at a rate not less than one and one-half times the prevailing rates. Wage rates for Sundays and holidays shall be paid at a rate not less than two times the prevailing rates. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of workers employed on the project.

Unless otherwise specified, proposals will be considered for the complete job only. In accordance with the Instructions to Bidders, all bid documents must be completed on forms supplied with the contract specifications. Each Bidder is requested to return the entire specification booklet. The Bidder must include a certified check, cash, cashier's check or bid bond executed by an admitted surety authorized by the California State Department of Insurance to transact business in California as a guarantee that
the Bidder will, if successful, promptly execute a satisfactory contract and furnish bonds as required by these specifications. The certified check, cash, cashier’s check or bid bond shall be not less than ten (10) percent of the total amount of the bid and shall be payable to the Marin Municipal Water District.

In compliance with Section 22300 of the Public Contract Code, the Successful Bidder may, at his expense, choose to exercise one of the following options regarding retentions: (1) to deposit securities (under District control) equivalent to the retention amount normally withheld by the District; or (2) to execute an escrow agreement and have the District make retention payments directly to an escrow agent; or (3) to execute a retention agreement indicating that normal retention will be deposited in a joint account under District control. If an escrow agreement for security deposits is used in lieu of retention, it shall be in a form substantially similar to that specified in Public Contracts Code Section 22300.

If any of the above options are chosen, the District will withhold no retention on progress payments. District control of securities or accounts will be released in the same manner as release of normal retention funds as indicated in the general specifications. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit.

The Bidder's attention is drawn to the General Specifications section regarding Dispute Resolution. This section provides any disputes or claims between the District and the Contractor are subject to mediation, and then if still unresolved, at the sole election of the District, to binding arbitration. The Bidder's attention is also called to Marin Municipal Water District Code Sections 2.90.065 through 2.90.067 which permit the District to disqualify a Contractor from bidding on future contracts with the District if the contractor fails to comply with the rules and regulations specified in the District's code or the requirements for performance specified in this contract including submission of false claims to the District.

BEFORE BIDDING: Bidders should contact their insurance brokers to verify that their insurance meets all insurance requirements of the contract and that their broker will provide a completed MMWD Additional Insured Endorsement. Bidders should provide pages XIV, XIV-a and XIV-b of the contract to their insurance brokers for reference.

Proposals must be submitted in a sealed envelope addressed to the attention of the Manager of Engineering, with the words “Fuelbreak and Weed Maintenance Project, 2017-2019 –CONTRACT NO. 1836 March 27, 2017," clearly marked on the outside of the envelope.

Specifications may be purchased at either the Engineering Records Department, Marin Municipal Water District, 220 Nellen Avenue, Corte Madera, CA 94925; by mail at the noted location; by phone at 415-945-1530 or online at www.marinwater.org. Bidders who desire a District representative to accompany them on their first visit to the proposed work site or have questions regarding the project should contact Janet Klein at 415-945-1192 so that necessary arrangements can be made. A pre-bid project area tour will be held on March 15th 2017 from 9:00 am to 1:00 pm beginning at 220 Nellen Avenue, Corte Madera, CA 94925. Bidders who plan to attend should notify Janet Klein at the number above to ensure a space on the work site tour. Bidders who cannot make this date should call to arrange another date.

The District reserves the right to reject any and all bids and to waive any irregularities in said bids.

Stephanie Eichner-Gross, Secretary
Board of Directors
### BIDDING SHEET SCHEDULE

<table>
<thead>
<tr>
<th>BID ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Supervision</td>
<td>320 Hrs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) General labor</td>
<td>1560 Hrs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Chipper / Dump truck</td>
<td>96 Hrs.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2. LANDSCAPE MAINTENANCE IN BOTH WILDLAND AND RESIDENTIAL SETTINGS: MANUAL PULLING OR LIGHT POWER TOOLS AND LIMITED CHIPPING/HAULING (JULY 1, 2017 THROUGH JUNE 30, 2018)</td>
<td></td>
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</tr>
<tr>
<td>a) Supervision</td>
<td>1880 Hrs.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>b) General labor</td>
<td>9400 Hrs.</td>
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</tr>
<tr>
<td>c) Chipper / Dump truck</td>
<td>400 Hrs.</td>
<td></td>
<td></td>
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<tr>
<td>3. LANDSCAPE MAINTENANCE IN BOTH WILDLAND AND RESIDENTIAL SETTINGS: MANUAL PULLING OR LIGHT POWER TOOLS AND LIMITED CHIPPING/HAULING (JULY 1, 2017 THROUGH JUNE 30, 2018)</td>
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<tr>
<td>a) Supervision</td>
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<td>c) Chipper / Dump truck</td>
<td>400 Hrs.</td>
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<tr>
<td><strong>TOTAL</strong></td>
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<td></td>
<td></td>
<td>$ ____________________</td>
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</table>

The District reserves the right to reject any or all bids. The Contract will be awarded to the lowest responsible bidder as determined by the District.

The price shall include California Sales Tax and Use Tax whenever applicable.

In the event of discrepancy between unit bid price and total amount, the unit bid price shall be used.

The amount of work to be done under this contract is represented by estimated quantities as set

(IV) (without D&B 6-30-15)
forth in the Bid Sheet. The estimated quantities on the bid sheet represent the District's best estimate of anticipated work, and are specified primarily for bidding purposes only. The District does not expressly or by implication guarantee that the actual amount of work or materials will correspond to the estimated amounts.

The District reserves the right to increase or decrease the quantity of work by up to 25% when considered to be in the best interest of the District. The District will not allow price adjustments for differences between actual quantities and bid sheet estimates.

SIGNATURE

COMPANY

ADDRESS

CITY/STATE/ZIP CODE

TELEPHONE NUMBER

DATE
STAFF REPORT

SUBJECT: Habitat Restoration Through Non-system Trail Removal along Old Railroad Grade and Vicinity – Project Restore Phase VI

SUBMITTED BY: Nick Salcedo, Senior Management Analyst, Facilities and Watershed

RECOMMENDED ACTION: Information

EXECUTIVE SUMMARY:

The district’s Mt. Tamalpais Watershed Road and Trail Management Plan (RTMP)\(^1\), approved by the Board on May 18, 2005, provides guidance for the maintenance of approximately 150 miles of official roads and trails on the Mt. Tamalpais Watershed. Also, the RTMP provides a work plan (Chapter 5) for managing the over 50 miles of non-system roads and trails on the watershed identified during the planning process.

In 2009, the district launched the first “Project Restore – Making Habitats Whole Again\(^2\),” a program developed to help carry out Chapter 5 of the RTMP. It seeks to stem the proliferation of unsanctioned trails on watersheds lands in order to restore native plant communities, reduce habitat fragmentation, and keeps visitors from getting lost on unmapped and unmaintained routes. This year’s program will focus on closure of non-system trails and habitat damage on the south side of Mt Tamalpais and will include at least one volunteer stewardship event with invitations extended to hikers, equestrians, and cyclists. The outreach and event management for the volunteer day will be supported by One Tam staff. Additional resources deployed for this year’s efforts include watershed staff, heavy equipment, and Conservation Corps North Bay.

FISCAL IMPACT: YES ☒ NO ☒ FISCAL YEAR: ___________________________

FISCAL IMPACT NARRATIVE:

The project will be carried out largely by watershed staff, with a major contribution from One Tam and our volunteer programs.

\(^1\) [http://www.marinwater.org/186/Roads-and-Trails](http://www.marinwater.org/186/Roads-and-Trails)

\(^2\) [http://marinwater.org/187/Project-Restore](http://marinwater.org/187/Project-Restore)
BACKGROUND:

“Project Restore – Making Habitats Whole Again,” is a comprehensive program to restore natural habitats and improve visitor safety by removing undesirable and unofficial trails, consistent with the RTMP and its Environmental Impact Report (EIR). Non-system trails are undesirable for many reasons. They can fragment native habitat and disrupt wildlife populations, increase sedimentation affect water quality, provide pathways for invasive weeds and increase the risk of users getting lost or injured on unmaintained and unsigned trails. It follows and inter-disciplinary methodology that includes: (a) significant public outreach; (b) physically removing non-system trails or intersections by restoring soil profiles to encourage re-vegetation; (c) installing new trail marker posts at key intersections that include directional, destination and distance information, and (d) posting the decommissioned route closed to all users, followed by monitoring, enforcement as necessary.

Since Phase I in 2009, nearly 7 miles of non-system routes have been removed. While there have been a few recalcitrant visitors who have resisted the removal and closure of trails, most visitors have respected the projects or even commended them, especially when they resulted in improved trails with better connections and signs.

Summary of Project Restore Efforts

<table>
<thead>
<tr>
<th>Phase (Year)</th>
<th>Location</th>
<th>Miles Removed</th>
<th>Miles Adopted</th>
<th>Net Reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>V (2014)</td>
<td>Pine Point and Pilot Knob</td>
<td>1.34</td>
<td>0.25</td>
<td>-1.09</td>
</tr>
<tr>
<td>IV (2012)</td>
<td>West Peak &amp; Benstein – Laurel Dell</td>
<td>2.91</td>
<td>0.13</td>
<td>-2.78</td>
</tr>
<tr>
<td>III (2011)</td>
<td>Bermuda Triangle</td>
<td>1.09</td>
<td>0</td>
<td>-1.09</td>
</tr>
<tr>
<td>II (2010)</td>
<td>Temelpa Tr &amp; Bermuda Triangle</td>
<td>0.51</td>
<td>0.39</td>
<td>-0.51</td>
</tr>
<tr>
<td>I (2009)</td>
<td>Bon Tempe Lake</td>
<td>0.98</td>
<td>0</td>
<td>-0.98</td>
</tr>
<tr>
<td>i* (2013)</td>
<td>Vicinity of the Mt. Theater</td>
<td>0.35</td>
<td>0</td>
<td>-0.35</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>-6.80 miles</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The project listed as “i” was a focused or “mini” Project Restore in that it did not receive the same public outreach and trail rehabilitation. This was by design because staff was still busy re-closing and enforcing Project Restore IV. It was a joint project with the CA State Parks and targeted removal of a single trail, located partly on MMWD property and partly on State Park property. This mini project restore was also important because it helped protect a cultural resource located on State Park property.

This year’s effort will focus on two areas on the south side of the mountain. The main project elements will be: (1) removing “eyebrows” (short sections of trail created adjacent to a road,
often on top of a berm or on a cut bank) along Old Railroad Grade and Gravity Car Rd, and (2) removing non-system trails in the vicinity of the Double Bowknot and/or the Mountain Theater. Exactly how much will be restored is a product of ensuring we will be successful and the routes will not be re-opened – or not taking on a project element without the necessary resources to follow through on it.

Also included in this year’s public outreach effort is collaboration with many user groups, with the goal of getting them out there to help in the restoration, including the Tamalpais Conservation Club, the Marin County Bicycle Coalition, Marin Conservation League and others, as well as support from One Tam and the Conservation Corps North Bay. “Slow and Say Hello” program elements will also be included.

The project is scheduled for this this summer. Public outreach will commence in April, and decommissioning May and June. Exact dates for key events, like the volunteer dates, will be posted in April once the schedule is finalized.

**STRATEGIC PLAN ALIGNMENT:**

Project Restore aligns with the district’s Strategic Plan Goal 4 (Environmental Stewardship), Strategy 1 (enhance ecosystem resiliency ...), Objective 5 ( ... implement key Road and Trail management Plan projects), Strategy 2 (Increase community ... stewardship of Mt. Tamalpais), and Objectives 2 ( ... increase volunteer and education program[s ... ], and Strategy 6 (ensure public safety ... ), Objective 1 ( ... adapt public safety practices on the watershed).

**ATTACHMENTS: [IF NONE, STATE NONE]**

1. Project Restore Phase VI Map
Project Restore VI

- "Eyebrow" Restore
- Potential Restore Areas

Existing Roads and Trails
Status-Quo per RTMP*

- Paved Road
- Unpaved Road
- Trail

*Mt Tamalpais Watershed Road and Trail Management Plan (MMWD 2005)

Sources: MMWD Sky Oaks HQ GIS MarinMap
Plotted: March 2017