

**MEMORANDUM OF AGREEMENT BETWEEN
MARIN MUNICIPAL WATER DISTRICT AND THE
MARIN COUNTY FIRE DEPARTMENT RELATED
TO VEGETATION MANAGEMENT SERVICES**

This agreement is made and entered into by and between Marin Municipal Water District (District) and the Marin County Fire Department (MCFD).

For valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Article 1: Recitals

- A. The District has the primary responsibility for the maintenance and operation of 19,800 acres of watershed lands with trails and fire roads as well water distribution and treatment infrastructure on Mt. Tamalpais and throughout Marin County.
- B. District lands and water distribution infrastructure abut neighboring communities in which vegetation is managed to reduce fire fuels and to maintain a resilient landscape that prevent invasive weed infestations.
- C. The District's vegetation management work is guided by the adopted Biodiversity, Fires, and Fuels Integrated Plan (BFFIP), and EIR which outlines management actions and best management practices.
- D. MCFD has primary responsibility for wildland fire response in Marin County, including on District lands and support of the mutual aid effort for the California Fire Agencies.
- E. MCFD partners with land managers to pursue fire hazard reduction work under the guidance of the Marin County's Community Wildfire Protection Plan (CWPP) and in alignment with agency specific management plans and environmental documents.
- F. MCFD performs prescribed burning, vegetation management along fire roads and adjacent to community properties, construction and maintenance of fuel breaks, and other fire hazard reduction work throughout the County.
- G. The District and MCFD desire to work cooperatively to reduce fire fuels, and restore forest resiliency consistent with BFFIP priorities and shared goals for vegetation management associated for the foregoing services as outlined in this agreement.
- H. The District will allocate funds and provide compensation to MCFD for these services as detailed herein.

Article 2: Purpose

The parties agree that the purpose of this Agreement is to provide funding to support MCFD fire crews that will conduct vegetation management/fire hazard reduction services work on District lands. The specific details of the work scope, locations, and tasks to be completed under this Agreement will be coordinated between the parties as needed but no less than bi-monthly. Provided however, that services provide will be based on available annual funding approved within the District's BFFIP budget and available staff resources. On an annual basis, District staff will meet with MCFD to review BFFIP projects and to help inform annual work plans for the Tam Crew and FIRE Foundry Crew based on available funding and staff capacity.

Article 3: Term and Costs

- A. The term of this Agreement shall commence on February 13, 2023 and shall end on June 30, 2031.
- B. The cost of the agreed upon services shall be documented in a rate sheet submitted quarterly by MCFD to the District for each party's review and approval. The Fiscal Year 2023/24 Tam Vegetation Management Crew and FIRE Foundry Crew Rate Summary is attached hereto as Exhibit A. Updates to the proposed rate sheets following the 2023/24 FY shall be provided by MCFD to District for review by May 1 of each year. District will have thirty (30) days following receipt of the updated rate sheet to notify MCFD of each party's agreement or objection to the updated rate sheet. Parties agree to negotiate rates in good faith and to come to an agreement regarding rates by July 1 of each year. If an updated rate sheet is not provided, or parties are unable to come to an agreement, parties agree to utilize the rates from the prior fiscal year.
- C. Payment for service shall be requested by MCFD via invoice submitted to the District quarterly and for approval by the District. Invoices shall describe services rendered, and will include billing rates, and description tasks completed. The District shall transmit payment to MCFD within 30 days of receipt and approval of invoice. Disputes concerning invoices and payments shall be resolved in accordance with Article 10 below.

Article 4: Duties of the District

- A. District will:
 1. Collaboratively identify and plan projects and maintenance activities for the purpose of improving defensible space, reducing wildland fire hazards, restoring forest resiliency and improving biodiversity on District lands.
 2. Provide financial payment as outlined in Article 3 above.
 3. Assign a technical representative or point of contact to coordinate work to be completed under this Agreement.
 4. Provide a schedule to MCFD of planned assignments and communicate changes to that schedule in a timely manner.

5. Provide oversight and compliance monitoring for tasks related to vegetation work including wildlife surveys as necessary.
6. Hold orientation briefings with MCFD personnel at the commencement of each assignment to discuss environmental compliance and safety considerations and clearly explain assignment operational plan, expectations, specific instructions, and other necessary details.
7. Provide on-site coordination and assistance for work related activities.

Article 5: MCFD Duties

A. MCFD agrees to furnish the following services to the District. The services are summarized below:

1. Provide a Fire Crew, which may include but is not limited to the traditional Tamalpais Fire Crew or the newly created Fire Foundry Crew, for the purposes of conducting vegetation management, fuels reduction, prescribed burning, and pile burning on District lands in accordance with this Agreement. The Tamalpais Fire Crews assigned shall typically consist of 10-12 crew members and crew supervision and the Foundry Crews typically include an average of 12 recruits and 2 supervisors, but daily assignments are subject to change by agreement of the parties. Assigned Fire Crews shall have designated by MCFD for their use the following equipment for the purposes described herein: 1 Crew Carrier, 1 Type 6 Engine and a Supervisor's truck or as outlined in the agreed upon rate sheets.
2. Total number of crew days per season under this Agreement will be based on available annual funding approved within the Districts BFFIP budget and available staff resources as defined in annual work plans developed by MCFD and District staff.
3. Collaboratively undertake activities for fire hazard reduction on District lands as described throughout this Agreement and in annual work plans developed by MCFD and District staff.
4. Assign a technical representative or point of contact.
5. Provide technical guidance, fire crew leadership and fire personnel.
6. Provide basic supplies, materials, hand tools and chainsaws, as necessary, to perform specific vegetation management activities.
7. Provide vehicles and necessary equipment for transportation to the jobsite and completion of tasks.
8. Provide planning services in support of prescribed fire planning, and smoke management permit as needed.

Article 6: Joint Duties

District and MCFD will:

1. Meet regularly, or as needed, to identify, discuss and collaborate on planning potential projects and maintenance activities to be implemented under this Agreement.

2. Coordinate wildland fire prevention planning and wildland fire training opportunities.
3. Cooperate in the wildland fire planning and wildland fire hazard and risk assessment for the reduction of catastrophic loss of life, property, and natural resource values.
4. Participate in joint training opportunities related to activities arising under this Agreement.
5. Collaborate on community outreach for projects and programs as mutually agreed.

Article 7: Mutual Hold Harmless & Indemnification

The County of Marin (“County”) and the District each agree to defend, indemnify and hold harmless the other, and the other's officers, agents and employees, against any and all liabilities, injuries or damages caused by intentional or negligent acts, errors or omissions of their own employees, agents or representatives in connection with their performance and duties under the terms and provisions of this Agreement and any amendment thereto. The duty to indemnify and hold harmless shall include the duty to defend as set forth in California Civil Code Section 2778. In the event of concurrent negligence or liability of the parties' employees, liability shall be apportioned between County and the District under the doctrine of comparative fault as established under California law.

Article 8: Termination

This Agreement shall remain in full force until the date identified in Article 3 above. This Agreement may be terminated by mutual agreement of all of the parties for any reason by giving the other party 30 days prior notice.

Article 9: Notice

Any Agreement-related notice shall be deemed sufficiently given or delivered if in writing and sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed as follows:

MCFD
Attention: Fire Chief,
33 Castle Rock Ave PO Box 518
Woodacre, CA 94973-0518

Marin Municipal Water District
Attention: General Manager
220 Nellen Avenue
Corta Madera, CA 94925

Article 10: General Provisions

A. Dispute Resolution.

The parties shall make good faith efforts to resolve all claims and disputes related to this Agreement. These good faith efforts shall include providing notice and opportunity to cure any alleged claims associated with this Agreement. Any controversies between the parties regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted first to mediation. The parties shall agree on one mediator. The cost of the mediator shall be borne by the parties equally. Mediation under this section is a condition precedent to filing an action in any court unless the delay due to the mediation would cause an applicable statute of limitations to run.

B. Governing Law.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California.

C. Further Assurances

Each of the parties agrees to execute, and deliver to the other parties, such documents and instruments, and take such actions, as may reasonably be required to effectuate the terms and conditions of this Agreement; provided, however, such covenant shall not have the effect of increasing the obligations of any party pursuant to this Agreement or require any representations and warranties by any party in addition to those of such party set forth herein. At any time that a party is reasonably concerned that the other party may not be able to perform its obligations under this Agreement, it may request assurance from said other party that it is capable and intends to perform. Said other party shall respond to the request for assurance with all facts that support its ability to meet its obligations under this Agreement. Any communications between the parties pursuant to this Section shall be admissible in any dispute between the parties.

D. Waiver

No waiver of any right or obligation of any of the parties shall be effective unless in writing, specifying such waiver, executed by the party against whom such waiver is sought to be enforced. A waiver by any of the parties of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time

E. Presumptions

Each of the parties has participated in preparing this Agreement, therefore there shall be no presumption against any party on the grounds that such party was responsible for preparing this Agreement or any party hereof.

F. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Article 11: Authorizing Signatures

IN WITNESS WHEREOF, the Parties have caused this Project Statement to be executed on the following the respective signature of each individual below:

_____ Date: _____
Bennett Horenstein, General Manager
Marin Municipal Water District

_____ Date: _____
Jason Weber, Fire Chief
Marin County Fire Department

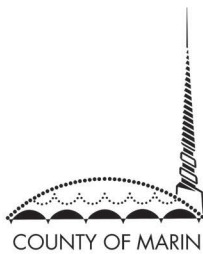
Approved as to form:

_____ Date _____
Molly MacLean, General Counsel
(for Marin Municipal Water District)

Date _____

_____ Date _____
Stephen Raab, Deputy County Counsel
(for Marin County Fire Department)

Date _____



MARIN COUNTY FIRE DEPARTMENT

Committed to the preservation of life, property and environment.



Exhibit A: **FY 2023/24 Vegetation Management Crew Rate Summary**

The Marin County Fire Department's (MCFD) Vegetation Management Plan implements forestry management best practices to reduce hazardous fuels. In support of this plan, MCFD provides fuels management crews to communities, ranchers, and natural resource managers who wish to strengthen their protection against wildfire.

These rates are effective July 1, 2023 through June 30, 2024.

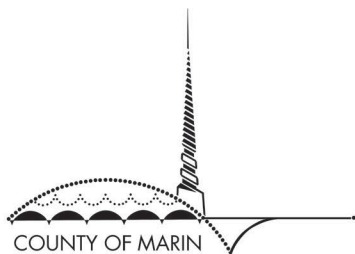
Jason Weber
FIRE CHIEF

33 Castle Rock Avenue
PO Box 518
Woodacre, CA 94973
415 473 6717 T
415 473 7820 F
CRS Dial 711
www.marincounty.org/depts/fr

Woodacre
Throckmorton Ridge
Marin City
Point Reyes
Hicks Valley
Tomasles
Ross Valley: Medic 18
Tamalpais Fire Crew

<u>Charge Description</u>	<u>Daily Charge</u>
Fire Crew Vegetation Management (Typical Crew size is 10-12)	\$ 5,667.72
Crew Supervision (Typical Supervision is 2-3)	1,351.27
1 Crew Carrier, 2 Utilities	696.32
Chainsaws, tools, consumables	576.80
Admin Fee (6%)	497.53
<u>Daily Rate</u>	\$ 8,789.64

Please direct questions regarding these rates to MCFD Fire Prevention Chief Jordan Reeser via email at Jordan.reeser@marincounty.gov.



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Tamalpais Fire Crew

FY 2023/24 FIRE Foundry Crew Rate Summary

The Marin County Fire Department's (MCFD) Vegetation Management Plan implements forestry management best practices to reduce hazardous fuels. In support of this plan, and in conjunction with Conservation Corps. North Bay, MCFD provides FIRE Foundry fuels management crews to communities, ranchers, and natural resource managers who wish to strengthen their protection against wildfire. Crew size varies daily between 5-12 crew members, plus two supervisors.

<u>Labor Charge Description</u>	<u>Daily Charge</u>
FIRE Foundry Crew full day charge per person	\$ 340.00
FIRE Foundry Crew half day charge per person	170.00
<u>FIRE Foundry Flat Daily Fee</u>	
Crew Supervision, Equipment, Consumables	2,161.27
Admin Fee (10% of fixed charges)	216.13
<u>Fixed Charge Daily Rate</u>	<u>\$ 2,377.40</u>

Charges will be calculated daily based upon the total variable labor charge and fixed daily fee.

These rates are effective July 1, 2023 through June 30, 2024.

Please direct questions regarding these rates to MCFD FIRE Foundry Program Coordinator Mimi Choudhury via email at mchoudhury@marincounty.org.