

**MARIN COUNTY OPEN SPACE DISTRICT
STANDARD SHORT FORM CONTRACT**

Contract Log# 09-6300-18

THIS AGREEMENT is made and entered into this **24th day of March 2009** by and between the MARIN COUNTY OPEN SPACE DISTRICT, hereinafter referred to as "District" and **ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following services: **prepare a biodiversity and vegetation management plan**; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by District, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The District agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide District with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of **\$298,585.00** including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on **March 24, 2009**, and shall terminate on **February 15, 2010**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to District. The general liability policy shall be endorsed naming the County of Marin and the Marin County Open Space District as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the District prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to the District of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the District, its employees, officers, and agents, harmless and defend the District against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. District agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, District may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The District shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.
(see sample form: ISO - CG 20 10 11 85).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to District prior to commencement of work.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit C. If the deductible or self-insured retention amount exceeds \$100,000, the District may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the District may conclusively rely thereon.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the District evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the District.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit District to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at District's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the District. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to District without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the District may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the District. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to District, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold District, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the District's contact person referenced in paragraph 20.

NOTICES below.

20. **NOTICES:**

This Contract shall be managed and administered on District's behalf by the Department Contract Manager named below.
All invoices shall be submitted and approved by this Department and all notices shall be given to District at the following location:

Contract Manager:	Mischon Martin & Elise Holland
Dept./Location:	Marin County Department of Parks and Open Space 3501 Civic Center Drive #216 San Rafael, CA 94903
Telephone No.:	415 / 507-2058

Notices shall be given to Contractor at the following address:

Contractor:	Environmental Science Associates Attn: Cassandy Ma
Address:	225 Bush Street Suite 1700 San Francisco, CA 94104
Telephone No.:	415 / 962-8463

21. **ACKNOWLEDGEMENT OF EXHIBITS**

CONTRACTOR'S INITIALS

EXHIBIT A.	<input checked="" type="checkbox"/> Scope of Services
EXHIBIT B.	<input checked="" type="checkbox"/> Fees and Payment
EXHIBIT C.	<input type="checkbox"/> Insurance Reduction/Waiver

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**APPROVED BY
MARIN COUNTY OPEN SPACE DISTRICT:**

By: _____
HAROLD C. BROWN, JR.
PRESIDENT, BOARD OF DIRECTORS

CONTRACTOR:

ATTEST:

By: _____
Name: _____
Telephone No.: _____

By: _____
SECRETARY

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

<input checked="" type="checkbox"/> Contract Requires Board of Directors' Approval
<input type="checkbox"/> Standard Short Form Content Has Been Modified
<input type="checkbox"/> Optional Review by County Counsel at Department's Request

County Counsel: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

Contractor shall provide a policy level Vegetation and Biodiversity Management Plan (VBMP) that answers the fundamental questions of why managing for biodiversity is important, what are the best strategies for doing so, and how shall those strategies be applied within District. Contractor shall work with the District, the Marin County Fire Department (MCFD) and other stakeholders as appropriate to provide a detailed assessment of fuel breaks and the biodiversity challenges resulting from fuel breaks, and the economic challenges/benefits to managing for biodiversity on the preserves. This means prioritizing recommended policies and monitoring protocols to allow the District to select appropriate management strategies given available resources.

A. Identify Benefits and Challenges to Managing for Biodiversity

1. Kickoff Meeting

Contractor shall meet with the District in a project kickoff meeting. In this meeting both the Contractor and the District shall collaboratively examine the overall scope of work and agree on short-term and long-term priorities. This meeting shall also be used to exchange information, background reports and GIS information developed and provided by District and shall be based on a list documents generated in advance of the meeting. In this meeting concepts, benefits and challenges associated with managing open space properties in Marin County, particularly as that management affects biodiversity and public safety shall be addressed. Information that has been brought forward in the MMWD study shall be highlighted and considered in regards to which sections might be incorporated into the District's VBMP. Contractor shall facilitate a "benefits and challenges" discussion and provide a summary of the meeting.

2. Summary of MMWD Efforts to Date

Based on the discussion topics and questions brought forward in the Kickoff Meeting, Contractor shall prepare a summary of relevant findings that have surfaced in the MMWD effort.

3. Address District Challenges and Conflicting Needs

Contractor shall add professional experience and information gathered from other agency experiences to the "benefits and challenges" discussion from the kick-off meeting. This combined effort shall further describe District challenges and conflicting needs.

4. Utilize District GIS Database

Contractor shall work with District natural resource staff to utilize and interpret the available GIS information to assess the range of landscapes and habitats in the open space preserve system. Contractor shall document the natural interactions among a wide variety of influences on biodiversity at local, regional and now global scales.

5. Assess Factors, Processes, and Practices Affecting Biodiversity

Stephen Bakken, forestry sub-consultant, shall interview District natural resource staff to review the location of sensitive natural and cultural resources within the preserves, based on existing vegetation maps, and to determine how CEQA and 5024 determinations may influence policy proposals and fuel modification prescriptions. Mr. Bakken shall also discuss lessons learned in other counties.

Contractor shall assess and rank factors affecting biodiversity on District lands. Contractor shall compile a list of factors affecting biodiversity, and then evaluate each based on how (predominantly negatively) they would impact biodiversity. Such a list would include for example non-native plants, non-native vertebrates, forest pests, wildfire (burning "hotter" than a natural regime), visitor-induced biodiversity problems (such as feeding of wildlife or feral animals). Within each category contractor might rank at a higher level of specificity, e.g., the threat factor posed by different non-native plants, based on their CalIPC rating. Finally, Contractor would develop a simple arithmetic formula: the scale of the phenomena (say, acres of yellow star-thistle) on a 1-10 metric, times the degree of danger of

simple arithmetic formula: the scale of the phenomena (say, acres of yellow star-thistle) on a 1-10 metric, times the degree of danger of spread, on a 1-5 metric. The product of those two scores would be a "Combined Threat Score" which would then be used in planning to allocate resources.

In Person Meetings:

Meeting 1: Kick-off meeting with Contractor, Loran May, and District staff.

Meeting 2: Contractor to meet with District resource managers, Superintendent, and Deputy Director to compile information regarding specific preserve challenges and other relevant data.

Deliverables:

Chapter 1: Benefits and Challenges to Managing for Biodiversity. This chapter shall introduce the benefits, concepts and issues surrounding management for biodiversity. The open space system shall be introduced, the values embodied in it and the inherent risks associated with managing habitats and visitor use at the urban/wildland interface. Trends and considerations described in subsequent chapters shall be introduced.

Document Review:

Upon receipt of document from the contractor, the District and others as directed by District staff shall review and provide comment on draft Chapter 1: Benefits and Challenges to Managing For Biodiversity, in a timely manner.

B. Assess Regional Trends and Practices

1. Evaluate Existing Local Management Plans

The District shall review the management plans and background documents described in the RFP.

Stephen Bakken shall review the county fire history and the proposed fuel break system developed for District preserves. He shall review the Shelterbelt report, and consult with District and MCFD staff regarding the effectiveness, and cost of construction and maintenance of fuel modification zones to date. Mr. Bakken shall query local state and federal wildland management agencies regarding their fuel treatments. He shall then use this information to develop a suite of potential management strategies for each type of fuel modification zone (fuel breaks, SPLATs, defensible space and ingress/egress routes).

2. Evaluate Existing Biodiversity and Effectiveness of Recent Planning on District Lands

With the use of the District's GIS, Contractor shall establish a baseline regarding natural resource information for each of the District's preserves. To evaluate existing biodiversity, Contractor shall utilize existing vegetation and related habitat maps, identified areas of invasive species, disease vectors, locations of special status species, District and MCFD's efforts to manage vegetation, and similar efforts by adjacent land management and fire agencies. This shall essentially become a report on the status of biodiversity on District lands.

Contractor shall describe and map to the extent possible the status of each preserve in regards to the main concerns for vegetation management. Utilizing the information generated in the GIS analyses and in interviews with District resource managers and other staff, Contractor shall present the level of concern for each preserve. They shall present this as a matrix table, which shall be keyed to a narrative discussion for the more important concerns. The matrix table shall show the risk for each major factor, and shall be developed by conferring with District staff, and individuals from other agencies to be determined by District. It is expected that Contractor shall be able to quickly and comprehensively identify the key issues that need to be addressed for each preserve. When Contractor get to developing potential strategies, this shall allow Contractor to identify what strategies apply to each preserve.

In Person Meeting:

Meeting 3: Contractor, District Superintendent, and resource managers shall participate in a GIS supported meeting to evaluate challenges to managing for biodiversity on a preserve by preserve basis.

Deliverables:

1. A document outlining findings from evaluation of local plans.
2. A GIS Analysis of Existing Biodiversity, including a draft report on the Existing Status of Biodiversity on District lands, and the effectiveness of recent management strategies and planning efforts conducted on those preserves.

Document Review:

Upon receipt of documents from the contractor, District staff, and others as directed by District staff, shall review and provide comment on the document outlining findings from evaluation of local plans, and the GIS Analysis of Existing Biodiversity, in a timely manner.

3. Assess Regional Trends

Contractor shall further investigate the literature and confer with pertinent agencies to provide a report on regional trends that shall provide a solid framework for our discussions with the District.

3(a) Assess Regional Trends in Wildfire Prevention

Contractor shall assess current trends in fuels and fire management. A particular focus shall be on the effective placement of fuel clearance and fuel breaks, and the methods for creating fuel breaks that result in the highest level of resistance to non-native species invasion and resiliency to disturbance of the native plant communities. This assessment shall be informed by the report recently completed by Shelterbelt Builders, Inc. which evaluated fuel break construction and maintenance on District lands. The Contractor team shall conduct a review of local and Bay Area agencies fuel management policies and success. This report shall summarize the approach of agencies such as the MMWD, East Bay Regional Park District, Mid-Peninsula Regional Open Space District, local State Parks, San Francisco Water Department, and East Bay Municipal Utility District (EBMUD).

Stephen Bakken shall work with Ray Moritz, a Marin County based arborist, during this assessment of the fuel break system. He shall confer on an ongoing basis with staff of the MCFD and other pertinent fire protection agencies. If the assessment indicates that the proposed fuel break system might be modified for either resource protection or reduction in impacts to biodiversity, Mr. Bakken shall confer with MCFD staff regarding feasibility of possible modifications of the fuel break system.

3(b) Assess Regional Trends in Vegetation and Biodiversity Management

To assess regional trends, Contractor shall evaluate plans that are in place or in preparation by other large resource management agencies in the Bay area. Contractor shall describe which agencies have adopted biodiversity management as part of their programs, and how have they confronted the issues in the Bay Area and beyond.

3(c) Economic Considerations and Trends, and Financing Opportunities

Contractor shall review other local and regional vegetation management plans' cost estimates, including the Shelterbelt report, to develop appropriate program costs for evaluating VBMP program elements. The costs and efficacy of existing and proposed management strategies shall be assessed for our VBMP recommendations.

Contractor shall assess the costs of our prioritized VBMP recommendations and identify the other resource benefits that are expected to be associated the future VBMP implementation. These benefits shall be clearly identified and compared to the future conditions that may be expected without VBMP implementation.

WebEx Meeting:

Meeting 4: Presentation of Regional Trends Assessment and consideration of desired future conditions for District Preserves.

Deliverables:

Draft Regional Trends Assessment that evaluates approaches to fuels and fire management, economic trends and trends in vegetation and biodiversity management for cost effectiveness, risk factors and other resource benefits and impacts.

Document Review:

Upon receipt of document from the contractor, the District and others as determined by District staff, shall review and provide comment on Regional Trends Assessment in a timely manner.

4. Synopsis of Biodiversity Goals, Strategies and Plans

To prepare the VBMP for the District, Contractor shall expand on reviews of other agencies' goals, strategies, and plans. Contractor shall prepare a comparison of the various approaches, concentrating on goals, strategies, and plans that have a similar resource setting, management issues, and available resources as the District preserves. This material shall be used to inform the team and the District when developing strategies for the VBMP.

5. Assess Challenges in and Strategies for Addressing Climate Change)

Contractor team members shall continue to review the literature and confer with outside experts who are examining climate change and its effects on local biodiversity (e.g., Stu Weiss of Creekside Center for Earth Observation). Contractor shall describe the most current modeling that describes what the climatic conditions in the county shall be as well as predictions of changes in vegetation type. The VBMP shall discuss the predicted range of changes resulting from GCC as well as from increasing nitrification of the preserves .

In Person Meeting:

Meeting 5: Contractor to meet with District staff to clarify goals, strategies and timing of vegetation management activities. This should consider the relationship between District lands, and adjacent public lands, and potential partnerships with those public agencies that might be forged..

WebEx Meeting:

Meeting 6: Presentation of findings in the Trends and Practices Assessment including desire of District to consider potential strategies to address climate change.

Deliverables:

Draft Chapter 2 – Assessment of Trends and Practices. This chapter shall combine the previous reports including; Evaluation of Existing Local Management Plans; Assessment of Regional Trends; Synopsis of Biodiversity Goals, Strategies and Plans, and; Challenges to Addressing Climate Change. In this chapter the contractor team shall establish the 'biodiversity baseline' for the District preserves, evaluate the effects of current practices and discuss the recent findings and future trends affecting management for biodiversity.

Document Review:

Upon receipt of document from the contractor, District staff shall review and provide comment on draft Chapter 2: Assessment of Trends and Practices, within a timely manner.

Update District Goals and Objectives

This portion of the overall effort and the subsequent chapter shall update goals and objectives from the 1995 Plan and shall look at challenges to meeting these goals.

Discuss Goals, Objectives and Criteria for Prioritization of Strategies (Meeting 7)

Contractor shall use the information developed in the previous tasks to inform the discussions with the District and the County stakeholders, specifically the MCFD and possibly the Public Works Department, since the latter is developing watershed management plans throughout Marin. Contractor shall prepare a white paper summarizing collected information, then in a collaborative approach (meeting 7), Contractor shall discuss Goals, Objectives and Criteria for Prioritization of Strategies.

Goals and objectives must recognize the basic responsibilities of land management. The new goals and objectives shall vary from the 1995 Plan based on the information ascertained through interviews, document review, and GIS analysis regarding changed conditions, new threats, climate change, new or revised techniques, and what is practical given possible available resources.

7. Prepare Draft Goals and Objectives

Results of Meeting 7 (above) shall be synthesized by the Contractor to prepare a set of Draft Goals and Objectives. Also based on prior tasks, this draft document shall include a discussion of the current and future challenges with regard to meeting these goals and objectives.

8. Core Agencies to Review Draft Goals and Objectives

Draft Goals and Objectives (developed above) shall be reviewed and adjusted by District staff and potentially other County Stakeholders. Contractor shall distribute this document and be available to respond to questions during Core Agency review.

9. Finalize Goals and Objectives

Contractor shall revise Draft Goals and Objectives document which shall form Chapter 3 of the Final Plan.

In Person Meeting:

Meeting 7: Contractor to host a workshop with District staff, and others as determined by District staff, to review draft set of goals and objectives.

Deliverables:

1. Support materials for workshop including presentation of draft goals and objectives
2. Draft and Final Chapter 3: Goals and Objectives

Document Review:

Upon receipt of document from the contractor, District staff shall review and provide comment on draft Chapter 3: Goals and Objectives, in a timely manner.

10. Develop Recommended Strategies for Management of District Lands

Contractor shall evaluate strategies for use on District lands that reflect the revised goals and objectives brought forward in the previous tasks. Contractor shall build on the strategies being developed for MMWD and make adjustments based on unique conditions and different challenges, available resources, and different priorities.

1. Compare Potential Strategies with Those of Other Agencies (Meeting 8)

In preparation for Meeting 8, Contractor shall summarize proposed strategies that Contractor shall review with the District in the process of developing broader policies for resource management. Strategies from other agencies consulted up to this point will be included in this process.

The following describes the contractor's general approach to developing potential management strategies.

- Evaluate various approaches to monitoring biodiversity.
- Confirm that actions taken to facilitate recreational access, and minimize wildfire risk, do not cause loss of or damage to sensitive resources that might subsequently require mitigation or restoration.
- Consider strategies which may include developing a list of BMPs for preserve maintenance, construction, and fuel break projects to prevent the spread of invasive plants.

- Examine vegetation types on the preserves that have been adversely affected by the suppression of fire and the type succession that has occurred as a result of the disruption of natural fire regimes. Contractor shall consider specific strategies for the vegetation types most at risk and those that stand a reasonable chance for restoration over the next 15 years.
- Examine strategies which include developing and implementing a program to protect wetlands and other aquatic resources.
- Consider methods for eradicating highly invasive weeds from quality habitats.
- Identify high quality habitats that may have one or more of the following characteristics:
 - Low levels of non-native plant cover
 - Low levels of human-caused disturbance
 - Large extent of undisturbed habitat with low levels of non-native plant cover
 - Has been identified as an important climate change buffer (e.g., climate change refugia, plant/animal migration corridors)
- Examine strategies that may include removing seeding plants of broom and other priority weeds from identified high quality habitats.
- Prioritize which weed populations that should be addressed first.
- Consider developing and implementing an Early Detection Rapid Response (EDRR) plan, which would detail how new invasions shall be identified, reported, and treated and developing a weed spread prevention program. This effort shall consider:
 - Herbicide transport and use restrictions to be included in the IPM program;
 - Heavy equipment use;
 - Power equipment use;
 - Propane flaming restrictions; and
 - Prescribed burning restrictions.
- Consider eradication of high priority weeds from habitats that are not high quality.
- Prioritize development of plans and projects to restore habitats degraded by factors such as fire suppression, historic logging and grazing, construction of roads and other improvements (beginning with high quality habitats).
- Examine strategies for minimum impact fuel management in the preserves and at the preserve boundaries; such as the creation and maintenance of strategic fuel breaks and Strategically Placed Area Treatments (SPLATs) to facilitate wildfire containment, and defensible space zones around structures at risk.
- Evaluate fuel management strategies with respect to cost, impact to natural/cultural resources, liability, and fossil carbon expenditures before making policy and prescription recommendations.

2. Description of Relative Costs for Implementing Alternative Strategies

As Contractor develop strategies Contractor shall evaluate relative costs of alternative approaches to management of vegetation for both biodiversity and public safety. MMWD has already developed a basis method for estimating costs for weed eradication or with information provided by Shelterbelt Builders and Brenton VMS. Contractor shall use this information and any subsequent updates produced as part of the MMWD Update. These cost estimates shall be developed to a level where comparisons can be made between implementing one set of strategies versus another.

Fiscal costs shall then be compared to costs to human health, man-made improvements, and environmental resources. Our team is committed to preparing a plan that can be used to implement future projects. It is essential that the plan be grounded in the fiscal reality of what can actually be accomplished.

3. Present Draft Recommended Strategies (Meeting 9)

Results of the strategy investigation described above shall be synthesized by the contractor to prepare Draft Recommended Strategies. These shall be presented in meeting 9 then reviewed and adjusted by District staff and potentially other County Stakeholders.

4. Final Recommended Strategies for District Review

Based on the review by District staff, and others as directed by District staff, Contractor shall revise the Draft Recommended Strategies for inclusion as a Chapter in the Final VBMP.

In Person Meeting:

Meeting 8: Compare potential strategies with District's resource management needs.

WebEx Meeting:

Meeting 9: Contractor to meet with District staff to review recommended strategies, potential metrics, and relative costs for implementation.

Deliverables:

1. Compare MMWD's goals and objectives with identified needs of the District.
2. Prepare Description of Relative Costs.
3. Draft Recommended Strategies for Addressing District Needs incorporating recent trends in Biodiversity and Fire Safety Planning.
4. Draft Chapter 5: Recommended Strategies for Managing Vegetation, Biodiversity, and Fire Safety on District Lands.

Document Review:

Upon receipt of document from the contractor, District staff, and others as directed by District staff, shall review and provide comment on draft Chapter 5: Recommended Strategies for Managing Vegetation, Biodiversity, and Fire Safety on District Lands, in a timely manner.

∴ Develop Performance Measures and Monitoring Protocols

1. Develop Monitoring Protocols and Biodiversity Inventory

The contractor shall assist the District in developing Monitoring protocols and a GIS based biodiversity inventory and condition measurement system. However, even the best and most complete data archiving may not be useful unless it informs us as to what change is occurring, at what rate, whether it is positive or negative, and what options the District has for responding.

An effective monitoring protocol forms the basis of such an adaptive management approach by providing the raw material upon which management decisions are made, while providing enough flexibility to evolve with changing management priorities. Elaborate and expensive monitoring programs requiring the full attention of highly trained technical staff will be avoided. The Contractor shall consider the realities of implementation at the same level of importance as the kinds of data that shall be collected. Relevant thinking shall be developed and presented to the District during meeting 10.

2. Evaluate Technology and Tools for Monitoring Data Collection

With the District, the Contractor shall evaluate the utility of technology and tools for monitoring data collection, such as the software provided by Shelterbelt, or GeoWeed, the geospatial tracking and mapping system being developed by the Sonoma Ecology Center. .

3. Prepare Draft and Final Performance and Monitoring Plan

Based on work performed in the previous tasks, the Contractor shall develop a draft of the Performance and Monitoring Plan. After review by District staff this document shall be revised as a Chapter of the final Plan.

4. Draft Final Vegetation and Biodiversity Management Plan

As a final task, the Contractor shall compile all previously produced chapters and reports into a Draft Final Vegetation and Biodiversity Management Plan. After review by the District staff this document shall be revised as the Final Vegetation and Biodiversity Management Plan.

WebEx Meetings:

Meeting 10 : Confirm proposed monitoring metrics and methods and establish template for collecting project information.

Meeting 11: Present Draft Performance and Monitoring Plan and discuss approach to producing draft final report.

Deliverables:

1. Review of MMWD and other agencies monitoring programs
2. Draft metrics, monitoring protocols for District actions and long-term trends
3. Draft Performance and Monitoring Plan
4. Draft Final Vegetation and Biodiversity Management Plan

Document Review:

Upon receipt of document from the contractor, District staff, and others as directed by District staff, shall review and provide comment on draft Chapter 5: Performance and Monitoring Plan and the draft Final Vegetation and Biodiversity Management Plan in a timely manner.

F. Public and Stakeholder Involvement

The District shall engage the public and stakeholders during the development of the Vegetation and Biodiversity Management Plan. The contractor's strategic approach to assisting the District in this task is to design a forum that reassures the community that public input is being used to provide decision makers with a sense of direction. In addition, to build support for the District's efforts, the Contractor shall make presentations at meetings of the Parks and Open Space Commission, and the Board of Directors of the District regarding the draft and final Vegetation and Biodiversity Management Plan.

Public Meeting 1 – Education and Solicitation of Input

The first public meeting shall be held early in the planning process and would begin by describing the magnitude of the problem the District and other agencies must confront. This meeting shall be held after the team has had the chance to collect information that shall be useful in the education process, but prior to work on revising goals and developing strategies. Contractor shall present the approach to be taken in developing strategies, as well as what other Districts and agencies are doing to address their own similar challenges. Contractor shall also educate the public regarding relevant opportunities and constraints in developing and implementing management strategies.

This first meeting would be designed to actively and constructively solicit questions and public input. This kind of meeting becomes an opportunity for the District to clarify misperceptions citizens may have regarding constraints, complexities, and costs of considering alternative approaches to vegetation and biodiversity management. This meeting shall also be organized to encourage a collective,

integrated thinking process so that all participants feel their ideas and perspectives have been honored and included. The goal for this meeting will be, if possible, to move toward consensus on plan direction and if consensus is not possible, the meeting shall at least make clear the range of divergent opinions.

Public Meeting 2 – Present Preliminary Conclusions and Draft Recommended Strategies

Contractor shall present the methodologies used and preliminary conclusions of the draft plan. Like the first public meeting, this session will actively solicit input from the meeting participants, but this meeting shall also be designed to build support for recommended management strategies by demonstrating how original public input was incorporated into the planning process.

Public Meeting 3 – Present Draft Plan

The final meetings shall be held to solicit comment on the Draft Final Vegetation and Biodiversity Management Plan. Again, the meeting shall be designed to demonstrate how original public input was incorporated into the Plan with an emphasis on next steps, in terms of how the Plan and the embedded management strategies will guide the District's efforts on the ground.

Parks and Open Space Commission Meeting — Present Draft Vegetation and Biodiversity Management Plan

Contractor team shall make a special presentation to the Parks and Open Space Commission at one of its regularly scheduled meetings. At this meeting, contractor shall describe their approach, the scope of their effort, the public engagement strategy, any preliminary conclusions, and desired outcomes. This shall be an opportunity for commission members to be educated in much greater detail about the development of the Vegetation and Biodiversity Management Plan and to ask questions and provide feedback. Commission members shall also have the opportunity to hear a summary, to date, of public input.

Board of Directors Meeting – Present Recommended Draft Final Vegetation and Biodiversity Management Plan

Contractor shall make a special presentation to the Board of Directors of the District at one of its regularly scheduled meetings. At this meeting, the team shall describe their approach, the scope of their effort, the public engagement strategy, any preliminary conclusions, proposed management strategies, and desired outcomes. This shall be an opportunity for board members to be educated in much greater detail about the development of the Vegetation and Biodiversity Management Plan and to ask questions and provide feedback. Board members shall also have the opportunity to hear a summary, to date, of public input.

Deliverables:

For each of the public meetings, Contractor shall produce background information for distribution to participants at/prior to each meeting, prepare educational slides or other material to be used at the meeting, facilitate the meeting itself, and prepare Key Outcomes report for each meeting. Contractor assumes that the District staff shall participate in meeting preparation to discuss such items as expected attendees, agenda, handouts, presentation, roles, facilitation, follow-up, etc.

G. Additional Information

The proposed scope of work, cost estimate, and schedule are based upon the following assumptions and conditions:

- All digital and hard copy information controlled by the District and relevant to the preparation of the Vegetation and Biodiversity Management Plan shall be made available to the contractor within the first month of work.
- The project sites shall be accessible to the members of the project team.
- District staff, its consultants, and other public agencies shall respond to information requests in a timely manner.
- The District shall provide one consolidated, internally consistent set of comments, originated by District staff, on administrative draft documents.

- Consultant team labor hours assigned to project meetings and hearings shall include time required to prepare for meetings, travel time to and from meetings, and any time required for follow-up activities required as a result of meetings, as well as time actually spent in meetings.
- Specific biological or cultural surveys, civil and infrastructure engineering, or architectural design services are not proposed under this contract.
- The scope of work also assumes that the District shall be responsible for coordination and noticing for all meetings and workshops, hearings and document publications.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

The maximum cost of this contract shall not exceed \$298,585.00

Contractor Team	Hourly Rate
Tom Roberts, CWB Project Director	\$175
Darcey Rosenblatt, Project Manager	\$160
Chris Rogers, Lead Ecologist	\$160
Erin Higbee, Public Outreach Assistance	\$110
Wes McCullough, GIS Specialist	\$115
Brian Pittman, Certified Wildlife Biologist	\$145
Martha Lowe, Watershed Ecologist	\$115
Rosanna McGuire, Wildlife Bio. and Entomology	\$90
Dana Ostfeld, Wildlife Biologist Bat Specialist	\$125
Nik Carlson, Economist	\$160
Sr Administrative / Graphics	\$95
Adm and Graphic Arts	\$80
Clerical	\$65

All invoices submitted by Contractor shall be detailed and include: a brief description of services performed, the date(s) services were performed, the number of hours spent and by whom, a brief description of any costs incurred, the Contract Log Number and the purchase Order Number. Invoices are due within 30 days at the end of the month.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2008

PRODUCER

Woodruff-Sawyer & Co.
220 Bush St., 7th Floor
San Francisco CA 94104
(415) 391-2141

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Environmental Science Associates
225 Bush Street, Suite 1700
San Francisco, CA 94104

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Greenwich Insurance Company

22322

INSURER B: XL Specialty Insurance Company

37885

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Stop Gap Employers GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GEC001336706	01/01/2009	01/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Deductible: \$ 5,000	AEC001336506	01/01/2009	01/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WEC001337406	01/01/2009	01/01/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER Professional Liability Cov A. Claims-Made retro date 10/1/89	PEC001336806	01/01/2009	01/01/2010	Limit Each Claim \$ 1,000,000 Aggregate Limit \$ 2,000,000 Self-Insured Ret. \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

D208635.00 - Marin County Vegetation Management and Biodiversity Plan. As respects Commercial General Liability, the County of Marin and the Marin County Open Space District, its officers, employees, agents and volunteers are named Additional Insured per forms CG2010 (07/04) and CG2037 (07/04). Coverage is primary and non-contributory.

CERTIFICATE HOLDER

Marin County Department of Parks and Open Space
3501 Civic Center Drive, Room 415
San Rafael, CA 94903

CANCELLATION 10 Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



LOAN #:

ACORD 25 (2001/08) ID #: Amy Zhuang

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NAMED INSURED: Environmental Science Associates
POLICY NUMBER: GEC001336706

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Marin County Department of Parks and Open Space 3501 Civic Center Drive, Room 415 San Rafael, CA 94903	D208635.00 - Marin County Vegetation Management and Biodiversity Plan. As respects Commercial General Liability, the County of Marin and the Marin County Open Space District, its officers, employees, agents and volunteers are named Additional Insured per forms CG2010 (07/04) and CG2037 (07/04). Coverage is primary and non-contributory.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.