

**TOWN OF FAIRFAX  
STAFF REPORT**

**Date:** September 5, 2012  
**To:** Mayor and Members of the Town Council  
**From:** Judy Anderson, Town Clerk/Interim Town Manager  
**Subject:** Adoption of Resolution No. 12-62, a Resolution of the Town Council of the Town of Fairfax authorizing the Mayor to execute an Agreement with the Marin County Flood Control and Water Conservation District to share creek maintenance responsibilities for specific creek reaches within the Town of Fairfax

**RECOMMENDATION**

It is recommended that the Town Council approve the attached Resolution authorizing the Mayor to execute an Agreement with the Marin County Flood Control and Water Conservation District to share creek maintenance responsibilities for specific creek reaches within the Town of Fairfax.

**BACKGROUND**

This agreement will continue the collaborative creek maintenance effort between the Town and the Flood District that has been on-going for many years. The creek maintenance labor, including removal of vegetation and small wood, is performed by the Conservation Corps, North Bay. The Town of Fairfax staff provides management of the Corps' work force, transportation from the Town yard to the work site and back, and transportation and disposal of the removed material using Town equipment. The District provides reimbursement funds up to \$5,000 for the work done by the Conservation Corps and for related tree removal. The District does not provide reimbursement funds for the work done by the Town staff. The Agreement covers work in specific reaches of San Anselmo and Fairfax Creeks, as specified in the Agreement.

The work is authorized and must comply with the Routine Maintenance Agreement between the District, the Department of Fish and Game, and the Regional Water Quality Control Board. No other permits are required from these regulatory agencies or any other agencies for the work. The work must occur within the time frame of July 1st, 2012 to June 30th, 2013. ALL routine maintenance work in creeks, must be performed between July 1st, 2012 through October 15th, 2012, and between April 15, 2013 through June 30, 2013, additional work beyond this period may be performed for storm related / emergency response only.

This agreement is beneficial in many ways:

1. It provides local jobs through the Conservation Corps.
2. It provides funding to the City for creek maintenance.
3. It provides local coordination with residents and property owners.
4. It provides regional permitting with regulatory agencies.

FISCAL IMPACT

Adopting the Resolution means Town expenditures for creek maintenance labor will be reimbursed up to \$5,000. Not adopting the Resolution means the Town will lose up to \$5,000 in reimbursement funding for creek maintenance labor.

ATTACHMENT:

Resolution No. 12-62

**RESOLUTION NO. 1262**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX  
AUTHORIZING THE MAYOR TO EXECUTE THE CREEK MAINTENANCE AGREEMENT  
AND ANY AMENDMENTS THERETO WITH THE MARIN COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT, FOR THE MAINTENANCE OF  
VARIOUS DRAINAGE CHANNELS AND PORTIONS THEREOF,  
WITHIN THE TOWN OF FAIRFAX AND FLOOD CONTROL ZONE NO. 9 OF THE MARIN  
COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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**WHEREAS**, the Town of Fairfax, hereinafter referred to as "TOWN", and the Marin County Flood Control and Water Conservation District, hereinafter referred to as "DISTRICT", have in common the power to maintain, repair, and manage drainage channels for the protection of the public; and

**WHEREAS**, "TOWN" and "DISTRICT" desire to cooperate on the maintenance of the drainage channels; and

**WHEREAS**, an agreement needs to be executed with the "DISTRICT" before such maintenance can be performed; and

**WHEREAS**, the "TOWN" wishes to delegate authorization to execute the agreement and any amendments thereto to the Mayor who will be authorized to execute the Creek Maintenance Agreement and any amendments thereto with the "DISTRICT".

**NOW, THEREFORE, BE IT RESOLVED AND DECLARED** that the Mayor is authorized to execute the Creek Maintenance Agreement and any amendments thereto with the "DISTRICT" for the maintenance of various drainage channels, and portions thereof, within the Town of Fairfax and Flood Zone No. 9 of the "DISTRICT".

The foregoing Resolution was adopted at a regular meeting of the Town of Fairfax held in said Town on the 1st day of August 2012, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
PAM HARTWELL-HERRERO, MAYOR

Attest:

\_\_\_\_\_  
Town Clerk

**CREEK MAINTENANCE AGREEMENT**  
FOR THE MAINTENANCE OF VARIOUS DRAINAGE CHANNELS, AND PORTIONS  
THEREOF, WITHIN THE TOWN OF FAIRFAX AND FLOOD CONTROL ZONE NO. 9 OF  
THE MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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This CREEK MAINTENANCE AGREEMENT made and entered into on the dates shown below by and between the MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a political subdivision of the State of California hereinafter referred to as "DISTRICT," and the TOWN OF FAIRFAX, political subdivision of the State of California, hereinafter referred to as "TOWN;"

RECITALS

WHEREAS, "TOWN" and "DISTRICT" have in common the power to maintain, repair, and manage drainage channels for the protection of the public; and

WHEREAS, "TOWN" and "DISTRICT" desire to cooperate on the maintenance of the drainage channels,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. "TOWN" shall:
  - a) Perform maintenance work on the portion of drainage channels listed as Maintenance Sites in Exhibit "A", attached hereto. Such maintenance includes vegetation and debris removal as well as other related work which affords proper drainage channel maintenance including but not limited to storm related work/emergency response;
  - b) Perform said maintenance / emergency response during the Fiscal Year period from July 1st, 2012 to June 30th, 2013. ALL routine maintenance work in creeks, must be performed between July 1st, 2012 through October 15th, 2012 and between April 15, 2013 through June 30, 2013, additional work beyond this period may be performed for storm related / emergency response only.
  - c) Notify the "DISTRICT'S" Contract Manager at least two (2) days prior to the commencement of said work such that the District may inspect the maintenance work during the course of its performance;
  - d) Charge the "DISTRICT" for maintenance work at the rate charged by the "TOWN's" creek maintenance contractor;
  - e) Keep and maintain records, for "DISTRICT'S" examination, of all personnel, material, equipment and/or outside services which "TOWN" utilizes in the performance of said maintenance work;
  - f) Submit a billing to "DISTRICT" upon completion of said maintenance work; said billing shall include an accounting of all charges for personnel, material,

equipment and/or outside services which "TOWN" shall have used for the performance of work; it being specifically understood that "TOWN" shall not for any reason whatsoever bill or claim any amount in excess of \$5,000 for the maintenance work performed pursuant to this agreement; and

- g) Submit with said billing a list indentifying the specific reaches of drainage channels maintained, date(s) maintained, types and quantities of materials removed; and
- h) Indemnify, defend and save harmless DISTRICT, its officers, agents and employees from and against any and all claims and losses whatsoever arising out of or connected with the TOWN'S negligent performance of this agreement by act or omission, or by willful misconduct, or by intentional failure to perform hereunder.
- i) Comply with all Federal, State and Local requirements, and secure all necessary permissions, permits and/or licenses for, and as part of, performing said maintenance work.
- j) Conduct creek vegetation maintenance work in accordance with FishNet 4C Roads Manual and BASMAA Flood Control Facilities Maintenance BMP Manual, which are available online at: [www.mcstoppp.org/reports.htm](http://www.mcstoppp.org/reports.htm)

2. "DISTRICT" shall:

- a) Pay to "TOWN" upon the satisfactory completion of said maintenance work, and upon receiving and auditing the billing therefor, the cost of performing such work, a sum not to exceed \$5,000.

3. This Contract shall be managed and administered on DISTRICT'S behalf by the Contract Manager named below:

Contract Manager:	Tracy J. Clay
Address:	Marin County Flood Control and Water Conservation District P.O. Box 4186 Room 304 San Rafael, CA 94913-4186
Telephone:	(415) 473-6036

4. This Contract shall be managed and administered on TOWN'S behalf by the Contract Manager named below:

Contract Manager:	Mark Lockaby
Address:	142 Bolinas Road Fairfax, CA 94930
Telephone:	(415) 458-2370

5. THIS CREEK MAINTENANCE AGREEMENT shall terminate upon completion of and payment for said maintenance work, except as to obligations pursuant to Paragraph 1(g).
  
6. The parties have set forth the whole of their agreement herein. Performance of this agreement constitutes the entire consideration for said maintenance work and shall relieve "DISTRICT" and "COUNTY" of all further obligations or claims on this account or on account of the location or performance of said maintenance work.

ATTEST:

"TOWN"

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor Pam Hartwell-Herrero

Date: September 5, 2012

ATTEST:

"DISTRICT"

\_\_\_\_\_  
Clerk, County of Marin

\_\_\_\_\_  
President, Board of Supervisors  
Marin County Flood Control  
and Water Conservation District

Date: \_\_\_\_\_