



TOWN OF FAIRFAX

STAFF REPORT

September 4, 2013

TO: Mayor and Town Council

FROM: Mark Lockaby, Building Official

SUBJECT: Adopt Resolution 13-48 authorizing the Town Manager 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

Adopt a resolution authorizing the Town Manager 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.

DISCUSSION

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. This year it was determined that the creeks in Fairfax were in the greatest need of maintenance, so the District will provide reimbursement funds up to \$12,000.00 for the work done by the Conservation Corps. 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 California Department of Fish and Wildlife, and the Regional Water Quality Control Board. No other permits are required from these regulatory agencies or any other agencies for the work. All routine maintenance work in creeks must be performed between July 1st, 2013 through October 15th, 2013 and April 15th, 2014 through June 30th, 2014, additional work beyond this period may be performed for storm related / emergency response only.

This agreement is beneficial in the following ways:

1. It provides jobs through the Conservation Corps.
2. It provides funding to the Town 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 \$12,000. Not adopting the Resolution means the Town will lose up to \$12,000 in reimbursement funding for creek maintenance labor.

ATTACHMENT:

Resolution No. 13-18
Creek maintenance agreement

RESOLUTION NO. 13-48

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX
AUTHORIZING THE TOWN MANAGER 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**

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, the 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 Town Manager who will be authorized to execute the Creek Maintenance Agreement and any amendments thereto with the DISTRICT;

NOW, THEREFORE, BE IT RESOLVED that the Town Manager 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 Council of the Town of Fairfax held in said Town on the 4th day of September 2013, by the following vote, to wit:

AYES:
NOES:
ABSENT:

JOHN REED, 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

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,

WHEREAS, "TOWN" and "DISTRICT" mutually participate in the Ross Valley Watershed Creek Maintenance Committee (COMMITTEE) to prepare an annual report known as the Ross Valley Watershed Creek Maintenance for Flood Control Report (REPORT), which recommends location and scope of creek maintenance work to improve creek capacity. The COMMITTEE considers this report in preparation of an Annual Creek Maintenance Work Plan (WORKPLAN), which identifies location of work, distribution of funds and inter-agency coordination required on an annual basis.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. TIME OF AGREEMENT

The term of this Agreement begins on the date this Agreement is executed and terminates on September 1, 2018, or when all of the Parties' obligations under this Agreement are fully satisfied.

2. "TOWN" shall:

- a) Participate in the COMMITTEE, assist in preparation of REPORT and review and approve recommended WORKPLAN. Contract Manager for the Town shall sign final WORKPLAN once approved.
- b) Perform work required to maintain portion(s) of drainage channels listed as Maintenance Sites within the TOWN's jurisdiction in the WORKPLAN. 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;

- c) All routine maintenance work in creeks must be performed between July 1st through October 15th, and between April 15 through June 30. Additional work beyond this period may be performed for storm related / emergency response only.
- d) 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;
- e) Charge the "DISTRICT" for maintenance work at the rate charged by the "TOWN's" creek maintenance contractor;
- f) Keep and maintain records, for "DISTRICT'S" examination, of all personnel, material, equipment and/or outside services (Town's creek maintenance contractor) which "TOWN" utilizes in the performance of said maintenance work;
- g) 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 (Town's creek maintenance contractor) 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 that which is identified as work to be done in the WORKPLAN; and
- h) Submit with said billing a list identifying the specific reaches of drainage channels maintained, date(s) maintained, types and quantities of materials removed; and
- i) 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.
- j) 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.
- k) Conduct creek vegetation maintenance work in accordance with FishNet 4C Roads Manual, Routine Maintenance Agreement (between District and California Department of Fish & Wildlife) and BASMAA Flood Control Facilities Maintenance BMP Manual.

3. "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 the amount identified in the WORKPLAN for the specified Fiscal Year.

4. 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

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

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

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

Town Manager

Date: _____

ATTEST:

"DISTRICT"

Clerk, County of Marin

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

Date: _____