MARIN RESOURCE CONSERVATION DISTRICT

AGENDA

DATE: Tuesday, November 10, 2026
PLACE: Marin Farm Bureau Conference Room, 520 Mesa Road, Point Reyes Station, CA 94956

REMOTE OPTION: Members of the public may participate remotely by Zoom: https://us02web.zoom.us/j/87864206727 or by phone: +16699009128,,87864206727# meeting ID: 878 6420 6727. Please contact Elise Suronen at (415) 663-1170 ext. 314, or sarahs@marinrcd.org if you have concerns about accessibility. *(Note that we may move agenda items in this meeting to meet time constraints of participants.)*

1. Regular meeting opens at 9:00 a.m. Roll call, introduction of guests

ACTION ITEMS: 9:15 - 10:30 a.m.

2. DISTRICT/ADMIN: (45 min)

A. Board approval of regular Meeting Minutes. ~ *Cora Richard, Bookkeeper*
B. Board approval of the Financial Report. ~*Cora Richard, Bookkeeper*
C. Board approval to adopt the Community Engagement Statement to post on RCD website. ~ *Sarah Skinker, Carbon Farming Program Manager*
D. Board approval of Rapid Response/Emergency Policy - ~ *Nancy Scolari, Executive Director*

3. PROGRAMS: (30 min)

A. Board approval of Resolution of the Marin RCD approving the Project Specific Analysis and supporting documents for the All Hands Ecology Martin Griffin and Cypress Grove Preserves Vegetation Treatment Projects. ~ *Gerhard Epke MRCD staff; Julia Berkey & Brian Peterson, All Hands Ecology*
B. Board decision to continue as party in the West Marin Compost Facility lease with the County of Marin and Marin Water District. ~ *Nancy Scolari, Executive Director*

4. INFORMATIONAL: 10:30-11:30 a.m.

- Coastal Blue Carbon: Blue carbon science in State and local climate action planning: *Lydia Vaughn, PhD Senior Scientist, San Francisco Estuary Institute*
- Blue Carbon in Marin: *Gary Fleener, PhD Senior Director of Science & Policy, Hog Island Oyster Company*

Partner Updates: 3 min each

- USDA Natural Resources Conservation Service – Petaluma Field Office Staff

- Marin Agricultural Land Trust/SAP – MALT Stewardship Staff
- Point Blue & Students & Teachers Restoring a Watershed (STRAW)– PB Staff
- All Hands Ecology - Jim Jensen, Tomales Bay Land Steward & Preserve Mgr
- Marin Farm Bureau - Farm Bureau Representative
- Marin County Weights and Measures - Joe Deviney, Ag Commissioner
- Point Reyes National Seashore / The Nature Conservancy

Monthly Updates: (Qrtrly Reports will show progress is meeting Strategic Goals)

- Marin Water Expansion: *John Dolcini, Marin RCD Associate Director & Martha Davis, Vice President Nicasio Landowners Association*
- No-till Drill - What should we do with it?
- Conserving Our Watersheds Program: Archeology and consultation in Stemple Creek, Point Reyes Ponds still moving towards construction
- Permit Coordination Program (PCP): See Item 3a
- Media/Messaging/Outreach: The next newsletter will be mailed in Jan 2027.
- Finance Committee: The next FC meeting will be held on November 23rd where health insurance plans will be discussed.
- District: We are in the middle of hiring an Operations Coordinator

5. PUBLIC COMMENT

Public comment for any matter not listed on this agenda, provided that no Board action is to be taken. All statements that require a response will be referred to staff to be placed on the next agenda.

6. MEETING ADJOURNED

MARIN RESOURCE CONSERVATION DISTRICT

MINUTES

DATE: **Wednesday, October 14th, 2026**
PLACE: **Marin Farm Bureau Conference Room, 520 Mesa Road, Point Reyes Station, CA 94956**

1. **A regularly scheduled meeting was called to order by Terry Sawyer, President, at 9:05 a.m.**
   Roll call of Directors: Terry Sawyer, Gerald Meral, David Sherwood and Melissa Poncia Williams. Mike Moretti was absent.
   Associate Directors: George Clyde, Paul Ingle and John Dolcini
   Staff: Nancy Scolari, Cora Richard, Sarah Phillips, Gerhard Epke, Sarah Skinker, Elise Suronen, Preston Duncan and Fiona O'Neill
   Additional Attendees: Isaiah Thalmayer, Jessie Ditmore & Libby Kennedy (STRAW), Scott Dunbar & Tristan Brenner (MALT), Regina Pozzi (Marin Farm Bureau), Greg Richardson (The Nature Conservancy), Michael Miller, Rick Holland (Agroforestry Network), Chris Melancon (presenter), Martha Davis (Nicasio LOA), Dylan Voeller (Parks), Jody Timms (Fairfax Climate Action Committee), Burr Henneman & Joe Deviney (Marin County)

2. A look at our new quarterly staff report! ~ *Elise Suronen, Ops and Impacts Director*

3. **ACTION ITEMS:**
   A. Oath of Office for re-elected directors, Jerry Meral and Melissa Poncia Williams.
      Oath of Office was administered to Jerry Meral and Melissa Poncia Williams.
   B. Board approval of regular Meeting Minutes. ~ *Cora Richard, RCD Board & Operations Manager*
      MOTION: Melissa; SECOND: David; AYES: Terry, Jerry, David & Melissa; NOES: None; ABSENT: Mike; to approve September 2026 Board Minutes.
   C. Board approval of the Financial Report. ~ *Cora Richard, RCD Board & Operations Manager*
      MOTION: David; SECOND: Melissa; AYES: Terry, Jerry, David & Melissa; NOES: None; ABSENT: Mike; to approve the October 2026 Financial Report.

4. **PROGRAMS:**
   A. Decision to award contractor bid for Point Reyes National Seashore Pond Decommissioning. ~ *Gerhard Epke, Marin RCD Water Quality Program Manager*
      MOTION: Jerry; SECOND: David; AYES: Terry, Jerry, David & Melissa; NOES: None; ABSENT: Mike; to accept Gerhard's recommendation of awarding the bid to Inland Contracting Inc, as well as approve Item 4B, the landowner authorization agreement with DOI/PRNS.
   B. Approve Landowner Authorization Agreement with the DOI/Point Reyes National Seashore for pond decommissioning projects and to authorize the Executive Director to make minor modifications to the Agreement, subject to approval as to form by District

Council, and to execute the final agreement. ~ *Gerhard Epke, Marin RCD Water Quality Program Manager*
Approved in a joint motion with Item 4A, above.

5. INFORMATIONAL:

- **Marin County 2025 Crop & Livestock Report** ~ *Joe Deviney, Marin County Ag Commissioner*

Joe Deviney presented Marin County's 2025 Crop Report, this year with a focus on the Marin Woolshed. You can view it at this link: https://www.marincounty.gov/departments/awm/crop-livestock-reports

- **Measuring What Lives: A Practical Framework for Biodiversity Monitoring on Marin's Working Lands** ~ *Chris Melancon*

Chris has extensive experience with land stewardship and biodiversity in many states. Currently he is offering technical assistance to land stewards primarily in Sonoma County. He walked us through biodiversity monitoring and local groups supporting biodiversity. If you would like to reach out to Chris you can contact him at chris@what-feeds-you.com

Partner Updates:

- **USDA Natural Resources Conservation Service (NRCS)**– Petaluma Field Office Staff

Chase shared an email update: FY2026 final program total funding of $12486,293 on 17,500 acres. Conservation Stewardship Program (CSP) funded 41 contracts for $3.8 million. Environmental Quality Incentives Program (EQIP) funded 39 contracts for $8 million. Regional Conservation Partnership Program (RCPP) funded 2 contracts for $150,500. Approximately 16% of this was for Marin County participants.

- **Marin Agricultural Land Trust/SAP** – MALT Stewardship Staff

This Friday (10/16) MALT is hosting their Dollars and Donuts event. It will be held between 10:30-2 at the Petaluma NRCS office. 12 different agencies should be attending (including MRCD!). It is a free event to grab some refreshments and information. MALT is also getting ready for round 6 of their small grants program. It will be open over the holidays and through January. $400k will be available for agricultural viability projects.

- **Point Blue & Students & Teachers Restoring a Watershed (STRAW)**– Point Blue Staff

STRAW has onboarded their seasonal apprentices! The apprentices will be with them through May 2027. STRAW is kicking off this season of restoration projects. They are looking at 25 sites across different counties. Three projects are planned with Marin RCD.

- **All Hands Ecology (formerly Audubon Canyon Ranch) –** Jim Jensen

No staff present.

- **Marin Farm Bureau** – Regina Pozzi

The Farm Bureau is approaching the end of their membership and fiscal year (Dec 31)> They are trying to reach some membership goals in the next couple months.

- **Marin Agricultural Commissioner-** Joe Deviney, Marin County Ag Commissioner

Joe presented earlier in this meeting.

- **The Nature Conservancy**- Greg Richardson, The Nature Conservancy

TNC will be onboarding a new team member next week. Her name is Kelsey and she will be full time with Greg in PRNS. TNC released their responses to the April 16th open house comments and questions that came in. You can find these responses here: TNC April 16 Responses

Monthly RCD Updates (See quarterly staff report for detailed program updates):
●**Nicasio Water Expansion**: John Dolcini, Marin RCD Associate Director
Marin Water is starting to do maintenance on Nicasio and Howlett Creek. They have a sediment removal plan. For Seagar Dam, the cost estimate for a spillway upgrade project is currently $50 million. For Kent and Soulajule DSOD is conducting investigations for those levies.
●**No till Drill**: No rentals this year, what should we do?
We will talk about this more at the next meeting.
●**Our November meeting lands on Veteran's Day**
We will reschedule November's Board Meeting to the day before, Tuesday November 10.
●**Media/Messaging/Outreach**:
The next newsletter will be mailed in January.
●**Permit Coordination Program (PCP):** No public comment has been received (as of today) for the restoration and planting projects going through the PCP this year, so they will move forward under our PCP. Ongoing review of Vegetation Treatment Plan for All Hands Ecology's Cypress Grove and Tom's Point, so CEQA action is again bumped to next month.
●**Finance Committee**: The next FC meeting is scheduled for October 19th. September's meeting was cancelled.
●**District**: We have received 100 applications for the Operations Coordinator position!

6. **ANNOUNCEMENTS & CORRESPONDANCE**
   - None

7. **PUBLIC COMMENT**
   - Gerhard and Paul Ingle will both be attending the State of the Bay conference at Marconi Center on Friday, Oct 30.

8. **MEETING ADJOURNED at 12:00 p.m.**

Marin Resource Conservation District
Monthly Financial Summary
as of 11/03/2026

CASH

Wells Fargo Balances as of 10/31/26	October	September
Checking - Operating Account	$ 578,627	$ 730,972
Bills & Payroll Paid, through 11/03/26	$ (200,000)	$ (74,424)
Payments Received, through 11/03/26	$ -	$ -
No-till Drill Account	$ 14,986	$ 14,986
Total Wells Fargo	**$ 393,613**	**$ 671,534**

County of Marin Preliminary Trial Balance as of 9/30/26	September	August
Checking	$ 53,057	$ 109,018
Bills Paid, through 11/03/26	$ (59,287)	$ (74,094)
Payments received, through 11/03/26	$ 428,689	$ 147,848
Total County	**$ 422,460**	**$ 182,771**
Total Cash	**$ 816,073**	**$ 854,305**

OTHER WORKING CAPITAL DETAILS

Grants Receivable - Open grant invoices - (see page 3)		$ 387,333	$ 306,259
Retention Receivable - Due from Grantors		$ 20,447	$ 20,447
Prepaid Grant Funds Received:			
Measure A - 6/30/25 Bal., + funds rec'd this FY, - this FY exp		$ (596,949)	$ (628,789)
Ombudsman Fund		$ (19,793)	$ (16,536)
Unpaid Bills - Pending to be Paid		$ -	$ -
Retention Payable to Vendors		$ -	$ -
PTO Liability as of 10/23/26 (if all staff cashed out PTO at once)		$ (84,065)	$ (83,576)
401k Liability as of 10/23/26 (MRCD employer match for 2026)		$ (71,176)	$ (63,175)
Current Bills To Pay (see page 4):			
Administrative Expenses	**3.84%**	$ (8,022)	$ (13,031)
Grant Expenses, current to be be paid	**19.74%**	$ (41,208)	$ (201,573)
Grant Expenses, held from last month	**76.42%**	$ (159,571)	$ -
Net Working Capital		**$ 243,069**	**$ 174,331**

* - Sub-categories are added to the bank balances for any liabilities which have not debited yet, or income which has not yet hit.

** - The County account is reported as of 9/30/26. That is the most recent report we have received. They usually lag by month.

Marin Resource Conservation District
Monthly Financial Summary

Grants Receivable - Money coming in. The RCD submits invoices to our grantors. Our work is paid on a reimbursable basis. The expected turnaround time for reimbursement varies but is usually 60-90 days.

Retention Receivable - Money coming in after grant is finalized. Some funders require a withholding of 5-10% of each invoice until the entire project is completed and approved. Once the funder is satisfied with the overall grant, the project is deemed complete and the remaining 5-10% is paid in full to the RCD.

Prepaid Grant funds - Received money upfront. This funding has been paid in advance of work being completed and is held in our accounts where, upon board approval, it is deducted from the balance.

Current Bills To Pay - Pay these bills now. These are bills where 1) the funder has provided payment, 2) the landowner/contractor cannot wait 60-90 days or 3) they support RCD operating expenses.

MARIN RESOURCE CONSERVATION DISTRICT
Open Invoices
11/3/2026

Grantor	1 - 30	31 - 60	61 - 90	91 and over	Total
Carbon Cycle Institute 2026	25000				25,000
CA SCC Carbon	63,661			23,508	87,170
CDFA - HSP Block Grant (ZFP)	1,145		1,360	4,151	6,656
Marin County FY25/26 Allocation				125,000	125,000
Marin County Urban Streams (FY25/26 Closeout)	5,026				5,026
Marin Municipal Water District	3,680				3,680
SCC Wildfire (just retention owed- below)					0
SWRCB COW MILC	77,268				77,268
USDA AMP	35,648				35,648
USDA Cooperative Grant (Soil Hub)	20,657				20,657
USDA GLCI (Grazing Lands)				153	153
Wildlife Conservation Board	1,076				1,076
TOTAL OPEN INVOICES	**233,161**	**0**	**1,360**	**152,812**	**387,333**
Retainers	0	0	0	20,447	20,447
TOTAL DUE	**233,161**	**0**	**1,360**	**173,259**	**407,779**
	57%	0%	0%	42%	100%
Note: Aging is based upon the date payments are expected.					

Total due 91 days and over		**91 and over**
CA SCC Carbon	12/31/2025	23508
CDFA HSP Block Grant	12/31/2025	4151
Marin County FY 25/26 Allocation	1/15/2026	125000
USDA GLCI (Grazing Lands)* (partial balance open)	9/30/2024	153
Sub-total		**$ 152,812**
Retainers		20,447
TOTAL		**$ 173,258**

* - Payment from the federal government

Note: A number of grants are only invoiced quarterly. The actual amount of the total receivables is not reflected here as we do not use estimates. This reflects only invoices that have been submitted to grantors.

MARIN RESOURCE CONSERVATION DISTRICT

Bills to Pay

Nov-26

Name	Date	Memo	Aging	Open Balance
Administrative Expenses				
CA Special Dist Association	10/1/2026	2027 Membership Dues	33	$ 909
Horizon Cable TV	10/1/2026	Internet	33	$ 134
Pt Reyes 4th Investors, LLC	11/1/2026	November Office Rent, Suite 202	2	$ 1,436
Pt Reyes 4th Investors, LLC	11/1/2026	November Office Rent, Suite 203	2	$ 1,008
Nelson, Erik	10/31/2026	IT Services for October 2026	3	$ 143
Smile Business Products	10/19/2026	Copier	15	$ 173
US Bank Corporate	10/22/2026	RingCentral- Staff Phone Numbers	12	$ 312
US Bank Corporate	10/22/2026	Canva	12	$ 18
US Bank Corporate	10/22/2026	Microsoft	12	$ 2
US Bank Corporate	10/22/2026	Fireflies- AI Notetaker	12	$ 63
US Bank Corporate	10/22/2026	Peet's (board meeting coffee)	12	$ 19
US Bank Corporate	10/22/2026	Doodle- Online Scheduler	12	$ 15
US Bank Corporate	10/22/2026	SpringAhead- Staff Timekeeping & Expense	12	$ 198
US Bank Corporate	10/22/2026	Quickbooks- bookkeeping subscription	12	$ 140
US Bank Corporate	10/22/2026	Microsoft 365 Business Licenses (6)	12	$ 1,214
US Bank Corporate	10/22/2026	New Laptop for Staff Member	12	$ 2,239
Total Administrative Expenses				**$ 8,022**
Grant Expenses				
All Hands Ecology	10/22/2026	SCC Fire: Fire Forward - Fee for service	12	$ 220
Evans & DeShazo, Inc	10/13/2026	Measure A: Archaeological Study Walker Creek	21	$ 5,569
Evans & DeShazo, Inc	10/20/2026	Measure A: Archaeological Study Walker Creek	14	$ 337
Evans & DeShazo, Inc	10/26/2026	Measure A: Arch Review Coastal Watersheds	8	$ 6,768
Integral Consulting, Inc	10/23/2026	Tomales Bay Tires Removal Assessment	11	$ 1,690
Katuna, Michelle	10/15/2026	Tribal Liason Consulting: SCC Carbon & COW MILC	19	$ 1,719
Point Blue	11/3/2026	Designs	0	$ 11,865
Point Blue	9/30/2026	Measure A: Barinaga, JJ Spaletta & Grossi Designs	34	$ 8,226
Point Reyes Light	9/11/2026	COW MILC: Legal Notices	53	$ 584
US Bank Corporate	10/22/2026	Urban Streams: Office Supplies	12	$ 22
US Bank Corporate	10/22/2026	Soil Hub: Annual Zoom Charge	12	$ 170
US Bank Corporate	10/22/2026	ZeroFoodPrint Healthy Soils: USPS	12	$ 77
UC Davis	10/12/2026	FARE grant for Marin Carbon Project	22	$ 2,615
Yee, Orlena	11/2/2026	MCP Project Manager	1	$ 1,346
Total Grant Expenses				**$ 41,208**
Grant Expenses- held from last month, to be paid this month				
Evans & DeShazo, Inc	10/5/2026	COW MILC Archaeological Surveying		$ 1,452
Katuna, Michelle	9/30/2026	Tribal Liason Consulting: SCC Carbon & COW MILC		$ 5,614
Point Blue	9/9/2026	Measure A: Tol-TG-SoMar-SHome planting-monitoring		$ 50,954
Point Blue	9/25/2026	Measure A: Project Designs for 3 projects (June)		$ 48,223
Point Blue	10/7/2026	Measure A: Project Designs for 3 projects (July)		$ 17,887

MARIN RESOURCE CONSERVATION DISTRICT

Nov-26

Point Blue	10/7/2026	Measure A: Project Designs for 3 projects (Aug)	$	15,512
Point Blue	9/25/2026	Measure A: Restoration Project Budget (July)	$	19,930
Total Held Expenses			**$**	**159,571**
Total Bills to Pay			**$**	**208,801**

Marin RCD Grants

	12	SCC Prop68 Climate Grant	$ 1,000,000	Awarded 12/2021	Marin RCD	Farm plans, implementation, designs, ed workshops, no till drill and FIGR collaboration
X	13	Beaver Dam Analogues	TBD	On hold	TBD	Install Beaver Dam Structures at select locations in the Walker Cr watershed
	14	Lagunitas Restoration @ Coast Guard	TBD	On hold	TBD	Potential collaboration to enhance Lagunitas at the Coast Guard reach
X	15	MCF-Kurland Marin Carbon Project Coordinator	$ 50,000	Awarded 05/2021	Marin RCD	coordinate and scale carbon farming in Marin county
X	16	MRCD Internship/Scholarship Fund	$ 3,000	Awarded 07/2021	Marin RCD	support young dissadvantaged interns wishing to learn on-the job-skills
X	17	Edwards Mother Earth Foundation	$ 592,000	Declined	CARCD	[Soil Hub] expand agroforestry component of carbon farm plans in the north coast region
X	18	PRNS Tech Assist for Ranchers	$ 48,285	Awarded 09/2021	Marin RCD	Assistance to seashore ranchers for RDM sampling, conditional waivers, planning
X	19	OPR Marin Biomass Project	$ 500,000	Awarded 06/2022	Marin RCD	Develop recommendations for biomass recovery and utilization processes, infrastructure, and investment
X	20	MALT Carbon Farming	$ 90,000	Awarded 03/2021	Marin RCD	2 carbon farm plans and carbon farming implementation
X	21	COM Support for Carbon Farming	$ 125,000	Awarded 12/2021	Marin RCD	support project develoment
X	22	UC Western SARE Soils Training	$ 78,167	Awarded 03/2022	Marin RCD	[Soil Hub] Soil Health Assessment/Management Through California's North Coast Soil Hub
X	23	WCB Monarch Pollinator Habitat	$ 250,000	Awarded 09/2022	CARCD	Install and monitor monarch/pollinator plants in riparian or hedgerow areas
X	24	USDA Climate Smart Commodities	$ 3,585,745	Frozen/Resubmitted	Sonoma County	Plan, design, install, monitor GHG reduction and carbon sequestration projects
X	25	NACD TA2022 Regional Soil Health Hub Coordinator	$ 124,000	Awarded 09/2022	Marin RCD	North Coast Soil Health Coordinator for RCDs. Coordinate programs and staffing
X	26	Planning Drought Resiliency	$ 286,239	Declined	Marin RCD	Work with UCCE-MALT on drought resiliency watershed planning for producers
FY26/27 Rev	27	NRCS Grazing Lands	$ 25,000	Awarded 04/2023	Gold Ridge RCD	[Soil Hub] Staff training on prescribed grazing/ grazing mgmt plans, workshops and education for producers
X	28	CDFA Conservation Planning (CAPGP)	$ 182,000	Awarded 02/2023	Marin RCD	Carbon farm plans, grazing management plans, soil health management plans
FY26/27 Rev	29	COW MILC 319h Water Quality on the ranches-dairies	$ 999,597	Awarded 07/2023	Marin RCD	Implement projects on the ranches in PRNS and Stemple watersheds
X	30	FHA Anadromous Organism Passage (AOP) grant	TBD	Declined	Mill Valley	Support Mill Valley StreamKeepers & City of Mill Valley with proposal for barrier retrofit for fish passage on Mill Creek.
X	31	OPR Marin Biomass Project	$ 250,000	Awarded 05/2023	Marin RCD	Recommendations for biomass recovery and utilization processes, infrastructure, and investment
X	32	UC SAREP CA Farm Demonstration Network	$ 53,730	Awarded 07/2023	UC SAREP (Conservation Works	[Soil Hub] Development & monitoring of field trials, education and outreach on soil health and climate-friendly ag
X	33	DOC Capacity Building	$ 681,445	Declined	Marin RCD	[Soil Hub] Tools/technology for program and project mgmt - Salesforce integration; outreach
FY26/27 Rev	34	CDFA Healthy Soils Block Grant w/Zero Foodprint	$ 45,000	Awarded 09/2023	Zero Foodprint	[Soil Hub] CDFA Healthy Soils Program TA and implementation - block grant pilot
X	35	NOAA Fisheries	$ 8,000,000	Declined	Marin RCD	habitat restoration and coastal resilience. Focus on salmon restoration.
X	36	MCF-Kurland Marin Carbon Project Coordinator	$ 50,000	Awarded 06/2023	Marin RCD	coordinate and scale carbon farming in Marin county
X	37	NACD TA2023 Regional Soil Health Hub Director	$ 73,950	Awarded 01/2024	Marin RCD	[Soil Hub] North Coast Soil Health Coordinator for RCDs. Coordinate programs and staffing
X	38	OPR Enhancing Climate Resilience in North Bay	$ 127,000	Declined	Gold Ridge RCD	Urban rebate program to construct rainwater catchment systems
X	39	OPR Community Economic Resilience Fund	N/A	Cancelled	Marin RCD	Feasibility study to build out biomass-related climate jobs (high road jobs)
X	40	MC Measure A FARE PRNS Weed Mgmt	$ 100,000	Declined	Marin RCD	Comparative methods of removal of Scotch Broom on PRNS rangeland
FY26/27 Rev	41	SCC North Coast Wildfire Resilience Block Grant	$ 250,000	Awarded 05/2024	Humboldt RCD	Equipment, fire prevention, training/workforce development, CEQA-NEPA permitting
X	42	NRCS Soil Hub Director	$ 75,000	Awarded 06/2024	Marin RCD	[Soil Hub] Continuation of North Coast Soil Hub Director position
FY26/27 Rev	43	NACD TA2024 Regional Soil Health Hub Director	$ 181,540	Awarded 12/2024	Marin RCD	[Soil Hub] Director to coordinate programs and staffing plus time for carbon farming team.
FY26/27 Rev	44	COM Tomales Bay Tire Removal	$ 49,900	Awarded 5/2026	Marin RCD	Assessment on the removal of 100's of old tires in Tomales Bay
FY26/27 Rev	45	COM Zone 10-Inverness Flood Control	$ 30,000	In Progress	Marin RCD	Address flood issues in Zone 10. Was approved at BOS meeting May 5th.
X	46	SWRCB COWGIRL	$ 724,000	Declined	Marin RCD	Continuation of COW water quality program
X	47	Carbon Cycle Institute	$ 24,440	Awarded 03/2025	Marin RCD	[Soil Hub] director involvement in Bay Area Reg Climate Planning & statewide hubs coordination
X	48	WRA Mitigation	$ 250,000	Declined	Marin RCD	Possible funding source for Chileno Creek Restoration Project
X	49	Private Foundation	$ 50,000	Declined	Marin RCD	[Soil Hub] Fill the federal funding gap for Soil Hub Director position
FY26/27 Rev	50	USDA Advancing Markets for Producers	$ 2,000,000	Awarded 01/2026	Marin RCD	Implementation of soil health practices
X	51	NFWF Conservation Partners- Western Grazing Lands	$ 85,000	Declined	Sonoma RCD	[Soil Hub] 3 carbon farm plans for rangeland operations
X	52	Renewable Natural Resources Foundation	$ 200,000	Declined	UC Berkeley	Compost applications for a circular carbon and nutrient economy on rangelands
X	53	Caltrans Mitigation Funds	$ 670,928	Died	Marin RCD	Fresh Run Farm Pond 1A Leak Repair
FY26/27 Rev	54	NACD TA2025 North Coast Soil Hub	$ 206,985	Submitted 01/2026	Marin RCD	[Soil Hub] North Coast Soil Health Director Coordinate programs, staffing, and TA.
X	55	Community Projects Earmark - Huffman's Office	$ 300,000	Declined	Sonoma RCD	[North Coast RCDs] TA to ag and forest landowners; North Coast Soil Hub coordination
	56	CDFA Health Soils Block Grant (subawardee)	$ 460,000	Submitted 05/2026	Humboldt RCD	[Soil Hub] Regional Healthy Soils Block Grant for project implementation
	57	Cal Fire Forest Health Grant (Prop 4)	$ 303,349	Submitted 06/2026	Parks Conservancy/One Tam	Invited to Apply after pre-app submitted May 2026, application submitted.

Marin RCD Grants

FY26/27 Rev	58	Mighty Arrow Family Foundation	$ 75,000	**Awarded 04/2026**	Marin RCD	[Soil Hub] General operating support for North Coast Soil Hub regional collaborative
FY26/27 Rev	59	G Foundation	$ 50,000	**Awarded 10/2026**	Marin RCD	From Vision to Action: Implementing the Comms Plan and Operationalizing the Strategic Plan
	60	SCC Prop 4 Climate Resilience	$ 750,000	Submitted 08/2026	Sonoma RCD	[Soil Hub] Climate Resilience projects in key watersheds in the North Coast. bring experts together to review work to date and recommend future restoration sites.
	61	DOI PRNS Cooperative Agreement	$ 41,000	**Awarded 07/2026**	Marin RCD	Implementation and rangeland- water quality monitoring in the Seashore
	62	WCB TNC PRNS Cooperative Agreement	$ 10,000	**Awarded 08/2026**	Marin RCD	Advisor to Seashore planning process
FY26/27 Rev	63	COM Community Grants & Investment Program- TBSN	$ 9,500	**Awarded fall 2025**	Marin RCD	Tomales Bay Stewardship Network
	64	DOC SALC Planning		Submitted 06/2026	Marin County	Financing for climate-smart ag, including monitoring and reporting protocol and pilot project
	65	Prop 4 Middle Lagunitas LWD with PCI	TBD	Exploration	Marin RCD	Planning/design for middle Lagunitas (SPAWN project) process-based project, pulling in wood for complexity on NPS lands.
	66	NFWF Conservation Partners- Western Grazing Lands F	$ 60,000	Submitted 07/2026	Gold Ridge RCD	3 cfps but could open this up to bird monitoring?
FY26/27 Rev	67	COM FARE	$ 20,000	**Awarded 04/2026**	Marin RCD	[MCP] - Cultivating Collaborative Agricultural Climate Action in Marin
FY26/27 Rev	68	Kurland	$ 60,000	**Awarded 12/2025**	Marin RCD	[MCP] - Project Coordin.
	69	WCB Prop 4	$ 600,000	Declined	Marin RCD	Carbon Riparian Projects
	70	TBD	TBD	Exploration	Marin RCD	Lower reach of Lagunitas - assessment needed to help direct future projects
	71	Rural Climate Partnership	$ 100,000	Declined	Marin RCD	[Soil Hub] General operating support for North Coast Soil Hub regional collaborative
	72	USDA Conservation Innovation On-Farm Trials Grant	$ 75,000	Declined	UC Berkeley	[MCP] Compost applications for a circular carbon and nutrient economy on rangelands
	73	COM County Op - USC Contract	$ 1,600,000	**Awarded 07/2026**	Marin RCD	Urban streams work plus RCD operating over 5 years
	74	CalVTP Lead Agency	$ 10,000	agreement ends 2030	All Hands Ecology	Fee For Service agreement for CalVTP CEQA and Permit Coordination
	75	Caltrans Mitigation Funds for Fish Passage Project		Exploration	Marin RCD	Proposed some fish projects to Caltrans - WAITING ON CALTRANS
	76	Marin Agricultural Land Trust (MALT)	$ 10,000	Exploration	Marin RCD	Contract for integration of MALT CCAMP, AMP into MRCD's CFP for new easement
	77	USDA Conservation Innovation Classic Grant	$ 70,000	Declined	Napa RCD	[Soil Hub] Regional soil health database development
	78	Marin Waste Mgmt	$ 5,000	**Awarded 08/2026**	UCCE	Compost webpage
	79	Carbon Cycle Institute	$ 50,000	**Awarded 10/2026**	Marin RCD	[Soil Hub] Regional Hub Coordination and Statewide RCD Hub Network Participation
	80	MCF- Marin Biomass Project Action Plans	$ 345,000	Submitted 09/2026	Marin RCD	[MBP] Convene roundtables for co-pyrolysis, gasification, small scale milling, co-digestion

ACTION: Board Approval of Community Engagement Statement

Board approval to adopt the Community Engagement Statement to post on RCD website. ~ *Sarah Skinker, Carbon Farming Program Manager*

Urgency:

Not urgent. The statement has been in development and review for the last several months. No projects or contracts are dependent on the statement, but the JEDI Committee would like to post this on our website soon.

Background:

The RCD Justice, Equity, Diversity and Inclusion (JEDI) Committee was formed in 2023 to discuss internal and external direction related to these topics and report back to the board. RCD board members, staff and partners meet to discuss specific work involving Tribal and other partnerships, education, serving small producers, and addressing barriers to producer's ability to access funds and support.

<u>The JEDI Committee consists of:</u>
Jerry Meral – RCD Director
Melissa Williams (as of November 2026) - RCD Director
Sarah Skinker – RCD Staff
Preston Duncan – RCD Staff
Nancy Scolari – RCD Staff
Isaiah Thalmayer – Point Blue STRAW Staff
Jessie Ditmore - Point Blue STRAW Staff
Libby Kennedy - Point Blue STRAW Staff
Michelle Katuna – RCD Tribal Liaison consultant
Emilie Winfield – North Coast Soil Hub Director

The Committee and staff believe it is important to publicly communicate our values and commitments to funders and the public, creating an inclusive environment where everyone can thrive.

The Committee aimed to create a statement that is inclusive of all types of producers, community members and our work across the district. Marin RCD staff have reviewed the statement and provided feedback as well.

<u>Proposed Community Engagement Statement:</u>

"The Marin Resource Conservation District is committed to serving all people and communities in Marin County with fairness, respect, and transparency. We recognize that healthy lands and

waters depend on the knowledge, stewardship, and participation of the full community, including those whose voices have not always been heard in conservation work. We strive to build trust through meaningful engagement, listening carefully to all people that steward our lands by removing barriers that limit participation in our programs. Our efforts aim to ensure that resources, technical assistance, and funding are distributed in a way that supports a broad range of land stewards, agricultural producers, and community members. We are dedicated to fostering an inclusive environment in our organization and in the programs we deliver. By valuing varied perspectives, life experiences, and ways of knowing, we strengthen our ability to conserve natural resources, enhance working landscapes, and support resilient ecosystems across Marin County. Through ongoing learning, collaboration, and accountability, we seek to continually improve how we serve the public and care for the land."

Committee and board members have expressed concerns with posting explicit language around diversity, equity and inclusion to avoid defunding of federally-funded RCD programs and staff. The Committee discussed this and decided to include a commitment to these values on the RCD website while avoiding specific language prohibited by federal funders.

Our website contains a page called Governance with a section titled District Transparency, where we post our financial and other operational procedures. The JEDI Committee decided this would be a suitable place to post the statement. The group also discussed sharing stories, photos, and examples of how we've implemented these values in our work across the website. This could include sharing projects completed on a variety of farm sizes, tenant agreements, locations, partners etc., that also accurately represent the work we do and who we serve.

Many of our partners have published similar webpages or sections that describe their commitments to similar values in their work. Some examples include:

1. Marin Agricultural Land Trust: Equity, Inclusion and Justice page on their website
2. North Coast Soil Hub: About Us page includes a section on serving their community
3. Point Blue: Diversity, Equity and Inclusion page
4. Sonoma RCD: Engaging the Community page

Previous Board Actions:

- June 2023: Board approval to appoint two board members to an Ad Hoc JEDI committee

Actions:

Option 1: (Staff Recommendation) Board approval of the proposed Community Engagement Statement to adopt as RCD language and posted on our website.

Option 2: Board does not approve of the statement or would like the JEDI Committee to revisit and edit the statement to bring another version.

STRATEGIC PLAN: Approval of this action item is consistent with following strategic goals:

Our Strategic Plan mentions working within community 16 times! A community engagement statement is supported by these sections of the Strategic Plan.

"Mission: To conserve and enhance Marin's natural resources, including its soil, water, vegetation and wildlife, through *community*-based conservation and restoration."

"**Collaborative leadership**. Our top priority is to foster trusting relationships with Tribal and *community* partners, and land stewards. This is the foundation upon which all of our work happens. We know that we are better together when we engage a broad range of people and partners in this effort."

"Goal 4. Connect People with Nature and with the RCD. People throughout our District and beyond are affected by the conservation challenges facing West Marin. Finding solutions to these important issues benefits everyone: youth, residents, farmers, farmworkers, the Tribe, land managers, tourists and more."

Funding & Financial Control:
Several grants provide funding for staff to participate in JEDI Committee meetings where conversations regarding the Statement take place. These meetings will also aim to explore and ensure that our JEDI work moving forward will align with the Statement. Beyond this, there are currently no financial commitments related to this decision.

State agencies such as the CA Wildlife Conservation Board, CA State Coastal Conservancy, CA Dept of Food and Ag encourage and prioritize work that focuses on equity and justice, therefore posting a statement that communicates our values could be appealing to potential funders. T

he following ***example*** is contained in this year's CDFA Health Soils solicitation:

"Through Executive Order N-16-22, the State of California articulated a goal to advance equity and right historic wrongs. In service toward this goal, the Climate Bond has a strong focus on serving Socially Disadvantaged Farmers and Ranchers (SDFRs), Severely Disadvantaged Communities (SDACs), and Disadvantaged Communities (DACs). While each block grant recipient does not have to individually meet the targets below, the most competitive

applications will demonstrate readiness to support the following targets set in the Climate Bond: • Target 1: 40% of Climate Bond funds must provide "meaningful and direct benefits" to DACs, SDACs and vulnerable populations (which includes SDFRs and Tribes). • Target 2: 10% of Climate Bond funds must provide meaningful and direct benefits to SDACs. Additionally, CDFA also has a requirement under the Canella Act to dedicate 25% of technical assistance funding for HSP and SWEEP to supporting SDFRs. • Target 3: 25% of technical assistance funds will support SDFRs"

Definitions used by CDFA:

Disadvantaged Community (DAC): A community with a median household income of less than 80 percent of the area average or less than 80 percent of statewide median household income.

Severely Disadvantaged Community (SDAC): A community with a median household income of less than 60 percent of the area average or less than 60 percent of statewide median household income. (S)DACs are geographically defined.

Vulnerable Population: A subgroup population within a region or community that faces a disproportionately heightened risk or increased sensitivity to impacts of climate change and that lacks adequate resources to cope with, adapt to, or recover from such impacts. Vulnerable populations are not necessarily defined geographically, but instead by the factors that make them disproportionately at risk and/or lacking resources to adapt.

Socially Disadvantaged Farmers and Ranchers (SDFRS): defined in the 2017 Farmer Equity Act as a farmer or rancher who is a member of a socially disadvantaged group whose members have been subjected to racial, ethnic, or gender prejudice because of their identity as members of a group without regard to their individual qualities. These groups include all the following: o African Americans o Native Indians o Alaskan Natives o Hispanics o Asian Americans o Native Hawaiians and Pacific Islanders

ACTION: DISTRICT

Board approval of Rapid Response/Emergency Project Policy ~ *Nancy Scolari, Executive Director*

URGENCY:
There are no requests for assistance at this time however Super El Nino conditions are expected to create severe storm events.

BACKGROUND:
In 2025 the Marin RCD received a request to fund a stream blockage that was threatening to undermine a streambank repair recently funded by Marin Ag Land Trust. The project was located upstream of a hazardous flood prone roadway on Highway 1.

At that time, the Board suggested the Marin RCD draft up a policy so that we could be proactive, fair and equitable in addressing any future requests for assistance related to emergency projects.

The Board was presented with a policy in early 2026, however it was not approved. The Board directed staff to make improvements to policy which is before you today.

The policy now includes a source of funding, a $25,000 maximum project limit, selection criteria and a qualification that the project must be located on agricultural lands (a requirement of the funding source).

ACTIONS:
***Option 1**: Board approves the draft policy
Option 2: Board approves the draft policy with edits
Option 3: Board requests additional information and requests the policy be provided to the Board again for further review.

BUDGET:
If passed, the policy states there is no guarantee of funding, however a total sum of $50,000 per year may be set aside for this purpose through grants and funding in-hand.

STRATEGIC PLAN: Approval of this initiative is consistent with following strategic goals:

GOAL 1: SUPPORT RURAL AND AGRICULTURAL LAND MANAGERS IN CONSERVATION AND LONG-TERM SUSTAINABILITY
1.1 Provide technical assistance, financial assistance, and permit coordination to support agricultural producers and other rural land managers in addressing conservation priorities for West Marin

Marin Resource Conservation District

DRAFT Rapid Response (Emergency) Funding Policy

Board approved: _____

I. PURPOSE

The purpose of this policy is to assist agricultural landowners in the district in the event of unforeseen isolated emergency circumstances stemming from natural disasters. This policy provides a framework for a fair, transparent decision-making process for both staff and applicants, and aids in the communication of Marin Resource Conservation District's (Marin RCD) role and ability to fund Emergency Projects.

II. JUSTIFICATION

The Marin RCD occasionally receives landowner requests for assistance with emergency projects as a direct result of extreme weather events such as heavy rainfall, violent winds, periods of drought, earthquake, other Acts of God or natural disasters. Such events are likely to become more frequent or intense in the coming years due to climate change impacts. Consequently, it is expected the Marin RCD will receive requests for emergency projects that will fall outside of the Marin RCD's regular project selection process.

III. DEFINITIONS

The Marin RCD's definition of an emergency is consistent with the California Environmental Policy Act (CEQA) which states that an "Emergency" means a **sudden, unexpected occurrence**, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. "Emergency" includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage (See **Exhibit A** for further detail).

IV. AUTHORITY:

The Marin RCD is uniquely positioned to provide assistance. Per Division 9 of the CA Public Resources Code:

> *Section 9151. A resource conservation district may be formed pursuant to this division for the control of runoff, the prevention or control of soil erosion, the development and distribution of water, and the improvement of land capabilities.*
>
> *Sec 9415 The directors may manage, as agents of the United States or any of its agencies, or of this state or any of its agencies, any soil conservation, water conservation, water distribution, flood control, erosion control, erosion prevention, or erosion stabilization project, within or adjacent to the district; and may act as agent for the United States, or any of its agencies, or for*

this state or any of its agencies, in connection with the acquisition, construction, operation, or administration of any soil conservation, water conservation, water distribution, flood control, erosion control, erosion prevention, or erosion stabilization project within or adjacent to the district.

Section 9083. All equipment and machinery made available to any resource conservation district pursuant to this Division 9 is subject to call for emergency use in fire, storm, flood or disaster by a federal or state agency, a county, city, or district of this state.

V. FUNDING:

The Marin RCD relies primarily on grant funding and therefore **does not guarantee that technical assistance and construction funding will be available in any given year,** nor will any unallocated balances roll over and be applied to years that follow**.** It is estimated that no more than $50,000 in technical assistance and construction funds may be sourced annually from Measure A's Sustainable Agriculture fund until the date of the Measure's expiration in 2030. Funding in the Measure is intended for natural resource projects on working agricultural lands to support water quality, soil health, erosion control, climate resiliency, and the safeguarding of wildlife habitats.

Funding will be **provided on a first-come, first-served basis with no more than $25,000 being offered per applicant**. Each applicant must provide at least a 1:1 matching contribution. Applicants must simultaneously seek alternative funding from other local, state, federal agencies/organizations or private sources to cover the full cost of the project.

VI. PROJECT SELECTION & IMPLEMENTATION:

1. An application (**Exhibit B**) must be submitted to Marin RCD for consideration containing the amount of matching contributions being made by the applicant and other local, state and federal funders
2. Project site must be visited by qualified Marin RCD Staff. Batches of projects will be screened weekly for eligibility and ranked using the Emergency Project Selection Criteria (**Exhibit C**).
3. Once a project is deemed eligible and is ranked, the Executive Director and one Director will make the final decision by reviewing the following:
    i. Project scope and proposed fix;
    ii. Project ranking in Emergency Project Selection Criteria;
    iii. Project compliance with policy standards
    iv. Approval of bid from landowner (who is qualified to do the work) or qualified contractor
4. Projects must follow **Marin RCD Procurement Procedure Process for Emergency Projects.**
5. Applicant signs Landowner Subgrant Agreement for Emergency Projects. Agreement covers compliance with all conditions related to emergency CEQA, permitting, Marin RCD's allocated cost-share and procurement and agrees to implement emergency measures within 60 days.
6. Applicant completes the project, unless Marin RCD assumes control of the project.

7. Marin RCD visits the site to verify the work is complete and approves the reimbursement.

EXHIBIT A

CEQA DEFINITIONS and EXEMPTIONS

Legal CEQA definitions of an "emergency" project:

§ 21060.3. California Public Resources Code

"Emergency" means a **sudden, unexpected occurrence**, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. "Emergency" includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.

§ 15269. California Code of Regulations

The following emergency projects are exempt from the requirements of CEQA.

(a) Projects to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed as a result of a disaster in a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code. This includes projects that will remove, destroy, or significantly alter an historical resource when that resource represents an imminent threat to the public of bodily harm or of damage to adjacent property or when the project has received a determination by the State Office of Historic Preservation pursuant to Section 5028(b) of Public Resources Code.

(b) Emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare.

(c) Specific actions necessary to prevent or mitigate an emergency. This does not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term, but this exclusion does **not** apply (i) if the anticipated period of time to conduct an environmental review of such a long-term project would create a risk to public health, safety or welfare, or (ii) if activities (such as fire or catastrophic risk mitigation or modifications to improve facility integrity) are proposed for existing facilities in response to an emergency at a similar existing facility

(d) Projects undertaken, carried out, or approved by a public agency to maintain, repair, or restore an existing highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide, provided that the project is within the existing right of way of that highway and is initiated within one year of the damage occurring. This exemption does not apply to highways designated as official state scenic highways, nor any project undertaken, carried out, or approved by a public agency to expand or widen a highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide.

(e) Seismic work on highways and bridges pursuant to Section 180.2 of the Streets and Highways Code, Section 180 et Seq.

Exhibit B

Marin RCD Emergency Project Application – Page 1

Fill out this form if you are requesting financial assistance from Marin RCD for your emergency project.

Before submitting, <u>secure bid/s for the work and submit with this application</u>.

If the landowner if completing the work, then provide bid (material costs and labor) and proof you are qualified to complete the work.

Name of Applicant:

Phone number:

Email:

Are you the primary contact for this project? Yes / No (If "No", then provide info for primary contact below)

Primary Contact:

Phone number:

Email:

Landowner/s of property:

Address of property where emergency project is located:

Describe the emergency:

<u>Funding:</u> A one-to-one match, not to exceed $25,000, is required. Write down each local, state and federal funder and their contributions:

What is the cost estimate for the project? $ _____
Contribution by landowner/manager: $ _____
Contribution by others? $_____
Identify other contributors:

Read and acknowledge understanding of the following information:

For emergency projects, Marin RCD will use a Subgrant Agreement (per Marin RCD's Construction Procurement Procedure Policy), unless the Marin RCD Board decides otherwise. The following steps must be followed.

A landowner agreement will serve as a binding agreement between Marin RCD and the landowner. A subgrant agreement is appropriate under the following conditions:

- single private ownership;
- lack of control by Marin RCD over contractor is suitable in light of low-risk nature of the work;
- volunteer-based;
- landowner able to pay contractor & wait for reimbursement;
- minimal permitting;
- landowner is licensed contractor OR ensures subcontractors are licensed and insured;
- technically approved by Marin RCD, and ready for implementation;
- grant funding agencies allow for this type of subgrant;
- minimal public controversy.

Should the Landowner wish to perform the work on his/her own, Landowner shall submit a cost estimate for the work including materials, supplies and labor (to be included in this application). The Marin RCD shall review, approve or reject the cost estimate.

Should Landowner secure the services of a Contractor, Landowner shall require the Contractor to submit a cost estimate for the work including materials, supplies and labor (to be included in this application). The Marin RCD shall review, approve or reject the cost estimate.

Contractors secured for the work must be notified that if the project costs more than $1,000 it is considered a public works projects; therefore, they must pay prevailing wage rates and complete Certified Payroll for the project.

I have read and understand the above information regarding entering into an agreement with the Marin RCD to repair an emergency project. Initials: ___

Exhibit C

Marin RCD Emergency Project Eligibility and Prioritization Criteria

Purpose

This framework provides a fair, transparent, and defensible method for evaluating emergency project requests when available funding or staff capacity is insufficient to support all eligible projects.

Step 1: Eligibility Screening (Pass/Fail)

	Pass / Fail
1. Project meets the CEQA definition of an emergency and qualifies for an applicable CEQA exemption or compliance pathway.	
2. Project meets 1:1 cost-share requirement.	
3. Project is defined as a "natural resource project on working agricultural lands to support water quality, soil health, erosion control, climate resiliency, and the safeguarding of wildlife habitats."	
4. A site visit has been conducted by qualified Marin RCD staff.	
5. The project is technically feasible	
6. Landowner is ready and able to implement emergency measures quickly.	

Only projects that meet all eligibility requirements proceed to prioritization.

Step 2: Prioritization Scoring

Criteria (see details below)	**Maximum Points**	**Project Points**
Threat to Public Health and Safety	25	
Threat to Natural Resources	25	
Risk of Near-Term Worsening	10	
Protection of Prior Public Investment	5	
Readiness to Proceed	10	
Total Possible	75	

Prioritization Scoring Description

1. Threat to Public Health or Safety (0-25)

25 = Immediate threat to human safety, drinking water, public infrastructure, public access, or significant property. Action would be urged by a public agency.
15 = Moderate risk requiring action within weeks.
5 = Limited health or safety concerns.
0 = No demonstrable public health or safety risk.
Examples:

- Failing manure system affecting shellfish waters.
- Landslide threatening public road access.
- Failed stream crossing creating flooding hazards.
-

2. Threat to Natural Resources (0-25)

25 = Significant threat to ESA-listed species, critical habitat, water quality, wetlands, streams, or coastal resources.
15 = Moderate impact to conservation resources.
5 = Localized resource impacts.
0 = Minimal resource benefit.

3. Risk of Near-Term Worsening (0-20) - This criterion helps distinguish between true emergencies and conditions that can wait.

10 = Damage likely to increase substantially within 30 days.
5 = Damage likely to worsen over one season.
1 = Slow progression.
0 = Stable condition.

4. Protection of Prior Public Investment (0-15)

5 = Protects significant private and public conservation investments.
4 = Protects previous restoration investments funded by Marin RCD or public partners.
3 = Some relationship to prior conservation work.
2 = No previous conservation investment at risk.

5. Readiness to Proceed (0-5)

10 = Contractor identified, permits/CEQA pathway clear, work can start immediately.
5 = Minor issues remain.
0 = Significant implementation uncertainty.

ACTION: ALL HANDS ECOLOGY PRESERVES VEGETATION TREATMENT PROGRAM CEQA

Adopt Resolution 2026-02 which, for Martin Griffin Preserve, Cypress Grove, and Tom's Point;

1. Approves the findings within the Project Specific Analyses (Marty Griffin and Cypress Grove) that these vegetation management projects will not cause significant impacts
2. Adopts the associated Mitigation, Monitoring and Reporting Programs (Marty Griffin and Cypress Grove)
3. Authorizes staff to file a Notice of Determination

URGENCY:

Yes. All Hand Ecology needs CEQA completed for this work ahead of grant implementation work planned for 2027.

BACKGROUND:

CEQA, the California Environmental Quality Act, requires government agencies in the State to evaluate and disclose potential environmental impacts of proposed discretionary projects before giving them final approval. An important role for Marin RCD, and RCDs in general, is helping with that evaluation and disclosure process for non-governmental entities such as All Hand Ecology (AHE) who are interested in becoming eligible to receive grants or other public funding to do land management and restoration work in their natural preserves.

In 2019, the California Board of Forestry and Fire Protection, recognizing the bottleneck this procedure was causing, certified the California Vegetation Treatment (CalVTP) Program Environmental Impact Report (PEIR), which provides a framework for environmental review of local vegetation treatment projects under CEQA. Vegetation treatment activities covered in the State's PEIR include prescribed burning, manual and mechanical treatments, use of targeted herbicide and prescribed herbivory to support the goals of ecological restoration. In other settings the PIER is also used for fuel breaks and in the wildland urban interface or WUI for fire risk reduction.

The PEIR allows projects to benefit from the statewide programmatic environmental analysis framework by streamlining the environmental review of local projects if they fall within the scope and adhere to the avoidance and mitigation measures of the PEIR. The documents that do this are a Project-Specific Analysis (PSA) and Mitigation, Monitoring and Reporting Programs (MMRP).

Over the last two years Marin RCD and AHE staff have been working together to complete PSAs and MMRPs for three of the AHE nature preserves within Marin County. One of these is Martin Griffin Preserve, the original Audubon Canyon Ranch, comprised of several heavily wooded ridges and valleys rising from the northeast corner of Bolinas Lagoon up to Bolinas Ridge. Another is Cypress Grove, located on the East shore of Tomales Bay just North of Marshall. The third preserve included in this project is Tom's Point, which is a grassy peninsula on the eastern shore of Tomales Bay between the

mouth of Walker Creek and Lawson's Landing, the peninsula to its North. For the purposes of this analysis, Tom's Point and Cypress Grove are analyzed together as one.

The process of preparing these PSAs has included ensuring that the proposed treatment areas are covered within the PEIR's treatable landscape and its Standard Project Requirements, conducting botanical, wildlife and cultural resource reviews, meeting and consulting with the Federated Indians of Graton Rancheria and working through the process of getting a coastal development permit from the Coastal Commission.

If this is approved, All Hands Ecology will be eligible for participating in block grants such as the CalFIRE funding being pursued by One Tam doing landscape-scale forest health improvements. Through the Mitigation, Monitoring and Reporting Programs, it also means that, as CEQA lead agency (or in this case 'Project Proponents') Marin RCD will have a role in ensuring the avoidance and mitigation protocols described in these documents are being performed.

PAST BOARD ACTIONS:

In August 2026 this project was presented to the board as an informational item.

TODAY'S ACTIONS:

Board adopts Resolution 2026-02

STRATEGIC PLAN: Approval of this initiative is consistent with following strategic goals:

GOAL 1: SUPPORT RURAL AND AGRICULTURAL LAND MANAGERS IN CONSERVATION AND LONG-TERM SUSTAINABILITY

1.1 Provide technical assistance, financial assistance, and permit coordination to support agricultural producers and other rural land managers in addressing conservation priorities for West Marin

GOAL 2: ENHANCE WATERSHEDS AND PROTECT NATURAL RESOURCES

2.3 Implement fire and forestry projects that promote biodiversity and resilience of rangelands, coastal prairies, and oak woodlands.

GOAL 3. SUPPORT INNOVATION AND DEEPEN PARTNERSHIPS

3.1 Build staff capacity, organizational infrastructure, inter-agency relationships and landowner trust to support the advancement of beneficial fire as a management tool in Marin County.

AVAILABLE BUDGET:

There is no dedicated funding for this effort. AHE has funded Marin RCD staff time to this point. Going forward Marin RCD's involvement in mitigation and monitoring will be written into grant budgets.

RESOLUTION 2026-02

A RESOLUTION OF THE MARIN RESOURCE CONSERVATION DISTRICT APPROVING THE PROJECT SPECIFIC ANALYSIS AND SUPPORTING DOCUMENTS FOR MARTIN GRIFFIN AND CYPRESS GROVE PRESERVES VEGETATION TREATMENT PROJECTS

Whereas, the Marin Resource Conservation District (District), a special district organized under state law, with no enforcement or regulatory functions, works closely with individuals, groups and agencies to provide practical solutions for soil, water, and watershed management concerns, and;

Whereas, the Board of Directors (Board) for the District recognizes the critical need for forest health and fuel reduction projects to protect natural resources, people, and property within Marin County, and;

Whereas, All Hands Ecology is a non-profit education and environmental conservation organization that owns and manages nature preserves, two of which are in Marin County, and;

Whereas, All Hands Ecology's stewardship plans for these two preserves, Martin Griffin and Cypress Grove, involves seeking grant funding from public sources which requires environmental review under CEQA, the California Environmental Quality Act, and

Whereas, the California Vegetation Treatment Program Programmatic Environmental Impact Report (CalVTP PEIR) was certified by the Board of Forestry and Fire Protection in 2019 consistent with the California Environmental Quality Act to evaluate potential environmental effects of qualifying vegetation treatments in California; and

WHEREAS, the District and All Hands Ecology have prepared a Project Specific Analysis for the Martin Griffin and Cypress Grove Projects as supporting information to comply with both the CalVTP PEIR;

Now, therefore, be it resolved, the Board of Directors for the Marin Resource Conservation District;

1. Hereby adopts the Project Specific Analysis for the Martin Griffin and Cypress Grove Vegetation Management Projects; and

2. Adopts the Mitigation, Monitoring and Reporting Program for the Vegetation Management Projects; and

3. Authorizes staff to file a Notice of Determination.

THE FOREGOING RESOLUTION WAS DULY AND REGULARILY ADOPTED by the Board of Directors of the Marin Resource Conservation District at a meeting of the Board held on November 11, 2026. Motion by _____ and second by _____.

Motion passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed by _____ Name/Title: _____

Submitted by: _____

ACTION

A. Board decision to continue as party in the West Marin Compost Facility lease with the County of Marin and Marin Water District. ~ *Nancy Scolari, Executive Director*

URGENCY

Not Urgent. The County would like to begin working on this soon but the timeline is not set.

BACKGROUND

The West Marin Compost Facility (WMC) was first proposed in 2006 as a way to manage dairy, equine and green waste and to promote enhanced soil and water quality. Approximately 20,000 cubic yards of compost was proposed to be used by the partner dairy as bedding and compost, and sold to local farms, landscapers and residents as a soil amendment and mulch.

The Marin RCD was the lead applicant in a federal proposal to the USDA Natural Resources Conservation Service's Conservation Innovation Grant Program. The proposal met the Marin RCD's core mission to conserve and enhance Marin County's natural resources through the application of agricultural practices that extend from individual working farms to the community at large. Per the original proposal, the following benefits were envisioned for the community:

- **Water quality** - Improve water quality and compliance with regulations at the Lafranchi dairy, multiple west Marin equestrian sites, tributary streams and the Nicasio reservoir;
- **Air quality** - Reduced fuel usage, by reducing west Marin greenwaste and soil amendment hauling miles, results in enhanced air quality. The spreading of compost on pastures instead of unprocessed manure improves air quality by a drastic reduction in both odor and ammonia releases;
- **Climate change mitigation** - Each ton of compost applied represents roughly a ton of CO2e moved from the atmosphere to the soil.
- **Soil quality** - Decreased soil erosion and increased water infiltration through increased use of soil-enriching compost; reduction of inorganic commercial fertilizer use in West Marin;
- **Economics** - Increase economic and ecological sustainability of West Marin agricultural operations. Dairy pays less for bedding, equestrian facilities pay less for manure hauling, farmers pay less for trucking of compost;
- **Energy** - Reduce approximately 25,000 gallons of fossil fuel use associated with trucking of organic materials out of the community;
- **Fire Fuels reduction** - Creates outlet for materials from local, state, federal agencies and private landowners to create defensible spaces and address fuel load reductions;
- **Landfill diversion** - California has identified the need for up to 250 new compost facilities to address the 35 million tons of organics landfilled in the state each year.

After more than six years of planning and permitting, the facility opened in 2012. WMC operates at two different sites: 1) Lafranchi Dairy where the compost facility is located and 2) the Marin Municipal Water District (MMWD)/Marin County parcels where the drop-off

deliveries are made, and compost is sold. The total cost of the facility exceeded $1.5 million in private and public funding. The compost facility operates on private land, however the WMC drop off site is located on public land requiring the following agreements:

- **2011** Revocable License Agreement between Marin Water, Marin County Board of Supervisors, Marin RCD
- **2011** MOU between County of Marin and the Marin RCD
- **2012** Professional Service Agreement between Lunny Grading and Paving and Marin RCD

Electric Mill



Electric sawmill and shed located at West Marin Compost Facility Drop-off site.

In 2022, WMC began operating an electric 50HP sawmill at the drop off site which is housed within a 12w x 14h shed. WMC received approval from Marin County Public Works to bring in electricity to the site, which WMC intended to power the mill, at a cost of approximately $300,000.

Marin County Development Agency (CDA) received one or more complaints about WMC's operation of an electric mill described as being in violation of county code, "noisy" and the shed described as being "too high". On 5/31/2022, a letter from CDA informed WMC to cease operations of the electric mill due to the parcels being agriculturally zoned and not allowing for

"lumber and wood products, as a land use, which includes the milling of lumber". In June 2022, WMC informed CDA that milling had ceased.

Some concerns have since been expressed by the Nicasio community over the years: use of the electric mill (non-operating), business growth plans and how the Nicasio Landowners Association may weigh into plans of expanded use or growth. Flammability of the stockpiled material at the site has been questioned.

Conversely, Marin RCD has also received several communications from gardeners, landscapers, horse-boarding facilities, Nicasio neighbors and west Marin community members in support of WMC and the electric mill noting its environmental benefits and usefulness within the community. The electric mill also has the potential to support the county's compliance with SB 1383 (passed in 2016) which mandates a statewide 75% reduction of organics going to landfills by 2025. This goal remains unmet by the state.

WMC has reported that the current operation (without the electric mill) is unprofitable and therefore financially unsustainable, however WMC continues to operate, thanks to the commitment of the operator. Preliminary conversations with County staff have indicated that operation of the mill may require CEQA authorization, which could be a lengthy and costly step. The electric mill remains non-operational and it is not being considered in this round of agreement updates as described below.

Updating Agreements
The County will be updating the 2011 Revocable License Agreement between Marin Water, Marin County Board of Supervisors, and Marin RCD. The term of the agreement was to last to 2030 however the County would like to address a few items: the shed (houses the mill), the installation of a weighing scale (suggested by the operator) and update of parcel uses/activities. The term of the agreement will likely be updated to a 10-year term.

The Marin RCD is party to the Revocable License Agreement as a lessee of both the Marin Municipal Water District (MMWD)/Marin County parcels where WMC operates. The RCD has a Professional Service Agreement with WMC to operate on those parcels.

It should be noted that the County of Marin approved a General Services Agreement with West Marin Compost on June 9, 2026 for green waste and wood waste processing services for County operations, for a three-year term in an amount not to exceed $300,000.

PAST BOARD ACTIONS:
Many actions were involved in the preparation and construction of the West Marin Compost Project spanning from 2006-2013 including the following:

- USDA NRCS Conservation Innovation Grant Agreement for planning and construction
- CEQA Authorizations for the drop off site and compost facility
- MOU between Redwood Empire, Lunny Grading for equipment purchases

- 2011 Revocable License Agreement between Marin Water, Marin County Board of Supervisors, Marin RCD for use of the drop off parcels
- 2011 Landowner Agreement with Lafranchi Dairy for compost infrastructure
- 2011 MOU between County of Marin and the Marin RCD to operate and maintain the site
- 2012 Professional Service Agreement between Lunny Grading and Paving and Marin RCD for operation of the facility

TODAY'S ACTIONS:

Option A – Relinquish RCD role/responsibilities at WMC

Work with the County, Marin Water and WMC to absolve Marin RCD's role as a lessee and intermediary between all parties with respect to operation of the drop off site. This option gives the County the freedom to enter into a direct agreement with WMC, find another contractor or assume responsibilities for the operation. This option eliminates Marin RCD's responsibility as intermediary in managing activities at the site. It will involve changing roles/responsibilities amongst all parties.

Option B – Continue RCD's role as lessee

The RCD continues to be a party in the operation of WMC and will work with the County and Marin Water in updating agreement terms. The RCD is not required as an intermediary, however, may advocate for the continued operation of the site. Soil Health and Biomass utilization are important resource concerns that are addressed through RCD programs. The operation of a centralized, organically certified compost facility is important to the health of West Marin's watersheds and meeting our GHG goals.

STRATEGIC PLAN: Approval of this initiative is consistent with following strategic goals:

GOAL 3. SUPPORT INNOVATION AND DEEPEN PARTNERSHIPS

3.2 Work with partners to explore innovative uses of biomass materials and implement recommendations of the Marin Biomass Study.

It is worth noting the Marin Biomass Study includes a recommendation to "Expand and improve composting of green materials"

AVAILABLE BUDGET:

There is no dedicated funding for this effort. Staff would need to explore funding options which would likely be restricted to District funds.

MA-5036

MARIN MUNICIPAL WATER DISTRICT
REVOCABLE LICENSE
FOR USE OF
MARIN MUNICIPAL WATER DISTRICT PROPERTY

THIS LICENSE agreement made this 1st day of March 2011 by and between **COUNTY OF MARIN**, a political subdivision of the State of California, hereinafter referred to as "County" and **MARIN RESOURCE CONSERVATION DISTRICT,** a special district of the State of California, hereinafter referred to as "RCD and **MARIN MUNICIPAL WATER DISTRICT**, a California Corporation, hereinafter referred to as "District". The County, RCD and District may collectively be referred to as the "Parties".

The District is in compliance with County and RCD requests, and subject to the terms, conditions and restrictions written below, grants permission to the County and RCD to make limited use of a portion of that certain real property (the "Premises" as described below) adjoining Nicasio Reservoir in the unincorporated community of Nicasio, Marin County, California, hereinafter referred to as the "Property," Assessor's Parcel No. 121-230-24, for the following purposes only:

The County and RCD may deposit, temporarily store, process and remove green-waste, clean soil, and other non-contaminated waste materials collected by County or RCD as reasonably required for the maintenance of County roadways and lands and as a green-waste drop-off and processing facility. No manure, toxic material, hazardous waste, concrete or asphalt shall be deposited on the Property.

GENERAL PROVISIONS

1. ACCEPTANCE OF PROVISIONS.

It is understood and agreed by County and RCD that this License is accepted by County and RCD upon the provisions contained herein and that any use and occupancy by County and RCD of said real Property and/or Premises shall constitute an acceptance of all said provisions.

2. ACKNOWLEDGMENT OF TITLE.

The County and RCD acknowledge title of District in and to said real Property and agree never to assail or to resist said title.

3. DESCRIPTION OF PREMISES.

The District grants the County and RCD use of the Premises which are defined as an approximately 2.4 acre portion of District's lands near Nicasio Reservoir, said land being and commonly identified as Assessor's Parcel 121-230-24, and said premises being the area within the existing metal and wood post and wire fence on the site and more particularly described as that portion of the Property described in and as shown on Exhibit "A" (Premises), attached hereto and incorporated herein by reference.

4. **CONSIDERATION TO DISTRICT.**

A. This license is given solely as an accommodation to the County. In consideration of use of the Property as described above, the County agrees to pay the District an annual rent payment of ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00).

The rent shall be reviewed and revised per mutual agreement among the District, the County and the RCD, every five years, during the term of this agreement, with the first revision to occur no later than January 1, 2016.

B. Rental payments shall be made on or before 1st April every year payable to the "Marin Municipal Water District".

C. County agrees to continue to mow the grass and weeds, on the Property located within the fenced area, annually and on an as needed basis.

5. **TERM OF LICENSE.**

This license shall become effective the date the latter of the three Parties signs the license agreement and shall continue in full force until January 31, 2031, but may be canceled by District, after a minimum of three years (April 1, 2014), upon 90 calendar days advance written notice. At the District's sole discretion, the District shall have the option to extend this License. If the District extends the License, it shall give written notice to County and RCD 180 calendar days prior to the initial expiration date or extended expiration date of the License. The District's written notice shall specify the number of months or years it has elected to extend the Term of this License.

6. **NO OBLIGATION TO RENEW FOR CONTINUED USE.**

County and RCD agree that neither County nor RCD, by acceptance of this License and by the use or occupancy of the real Property herein described, has acquired nor will acquire hereafter any rights or interests in or to said real Property, and that County and RCD may use said real Property only as herein provided, and that neither County nor RCD has or will obtain any right or claim to the continued use of said real Property beyond that specifically given in this License. Should County or RCD violate any of the terms of this License or should District determine that continued County and/or RCD operations under the terms of the License adversely impact District operations District may, at its sole option and without any liability whatever to County or RCD, cancel this License.

7. **COMPLIANCE WITH LAWS.**

A. County and RCD have represented to District and hereby warrant that County and RCD have complied with all laws applicable to the acceptance and use of the License herein granted including but not limited to the California Environmental Quality Act (CEQA). County and RCD shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders

of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the License herein granted. The County is the lead agency for purposes of CEQA. County and RCD shall hold harmless, indemnify and defend the District from any an all claims and/or lawsuits arising out of the MMWD Board of Directors' approval of this License.

B. All permits necessary, including those required to restore the site upon termination or expiration of this Agreement, shall be secured by County and RCD and at their expense and all conditions of such permits shall be the responsibility of the County and/or RCD, not the District.

8. **USE.**

A. County and RCD use of the Premises shall be limited to use as a specific site to off load, temporarily store (up to 120 days), grind and remove green-waste, soil and other waste materials collected by County and RCD as reasonably required for the maintenance of County roadways and lands and as a receiving site for green-waste from the public and as a public point of sale for finished compost material produced off site. No toxic materials, hazardous waste, invasive weeds, concrete, asphalt or animal waste shall be off loaded or stored on the Property. The County may also utilize the Property for various training exercises.

B. The specific area of use shall be limited to that portion of the Property as shown in Exhibit A within the Premises. County and RCD shall submit plans for all improvements necessary for this use to District for approval prior to construction or implementation. No construction or implementation of plans shall occur without the written approval of District. The Premises shall be maintained in an orderly fashion, including, but not limited to, proper management of dust, odors, litter, vectors and other potential nuisances, and the County and RCD shall be solely responsible for managing the materials onsite in a safe and responsible condition pursuant to Federal, State and local statues and codes.

C. The parties acknowledge that the County and RCD will have a shared use of the Premises. County and RCD agree that they shall coordinate operations to prevent conflict between them. District shall not be responsible to either Party to resolve any disagreements over use of the Premises between County and RCD.

D. In the event that RCD's green-waste drop-off and processing activities cease during the term of this License and County continues to use the Premises for road maintenance waste material storage only, then County shall have the right to temporarily store said waste materials as defined herein for a period not to exceed 12 months, provided that the County complies with all state and local laws and regulations.

9. **HAZARDOUS SUBSTANCES AND CHEMICALS.**

A. After obtaining the District's written consent, County and RCD understand that the District has undertaken no internal investigation of its files, examination of its employees or testing of the Premises with respect to whether the Premises have been used for the generation, storage, treatment or disposal of hazardous substances, extremely hazardous substances, and hazardous chemicals. With that qualification, the District represents that it has no present knowledge that the Premises have been so used for any such purpose, especially given that the County has been using the Premises for the last twenty years. The County and RCD shall not bring any hazardous substances, extremely hazardous substances or hazardous chemicals onto the Property or the Premises. In the event of leakage or spillage from any equipment or any source including vehicle traveling onto the Property or Premises for any reason related the County and/or RCD's business on the Premises, the County and RCD shall at their own expense promptly clean the District's Property and/or Premises to the reasonable satisfaction of the District, the Environmental Protection Agency and any public body having jurisdiction in the matter. Any expense of required compliance with federal, state or local environmental regulations incurred by the District, the County and/or RCD as a direct consequence of the County's and RCD's use of the Premises shall be borne by the County and RCD, including any fines and judgments levied against the District.

B. At all times the County and RCD shall comply with all federal, state and local laws, statutes, ordinances and regulations of any kind relating to the use, storage, control, transportation and disposal of hazardous substances, extremely hazardous substances and hazardous chemicals, obtain all necessary governmental approvals and permits with respect to the activities and shall fully and completely prepare and shall file all required reports, studies, manifests and environmental impact statements with respect to the same and follow all required inspections with respect to the same and shall supply the District evidence of compliance with this section upon the District's request therefore.

C. As used in this section, hazardous materials shall mean:

1. "Hazardous substances" and "pollutants and contaminants" as defined in CERCLA 42 USC Sections 9601(14) and (33) and regulations issued pursuant thereto;

2. "Extremely hazardous substances, hazardous chemicals", and "toxic chemicals" as defined in the Emergency Planning and Community Right to Know Act, 42 USC Sections 11002(a), 11021(e), and 11023(c), and regulations issued pursuant thereto;

3. "Hazardous chemicals" within the meaning of OSHA's Hazard Communication Rules, 29 CFR Section 1910.1200;

4. Any such materials regulated under state or local environmental laws and regulations similar to the foregoing federal authorities listed in A - C above; and

5. Any materials not covered by, or exempted from, the sources listed in Sections A - D above, that may nevertheless pose a threat to the District's function as a public water district or to human health or welfare or to the environment including, without limitation, petroleum, including crude oil or any fraction thereof, and radon.

10. MAINTENANCE, OPERATION, AND RESTORATION

A. County and RCD shall have the right, with approval by the District, to trim trees and brush now or hereafter on the Premises, to maintain the access to and from the Premises and maintain the Premises in a fire safe condition and shall maintain the fencing and access gates around the Premises. County and RCD shall regularly monitor the Premises for invasive plants and remove said plants from the Premises. County and RCD shall also be responsible, with approval by the District, for securing the Premises with gates, fences, berms and other barriers as needed. Whenever the Premises are open, to allow access by County, RCD or the public, a representative of County and/or RCD will be present at all times to assure that no unauthorized or inappropriate use of the Premises occurs. County and RCD shall provide District with keys or combinations to any and all locks that may be used to secure the Premises. Any personal property or materials of County or RCD located on said Premises shall, at County and RCD sole cost, be kept and maintained in good condition, repair and order throughout the term of this License. Any "for sale" compost stored on the Property or Premises shall be covered and kept dry during the rainy season. Storm water run-off shall be diverted across a filter strip, grassed area or other filtering mechanism, to prevent sediment, nutrients, or other contaminates from leaving the Property and entering Nicasio Reservoir.

B. Upon the termination of this License, County shall promptly remove any and all of County and RCD material, personal property, structures or other facilities and County will restore said real Property and the Premises to as near as practicably possible its condition prior to its use as described above. If County fails to restore Property, District may do so and County shall be liable for the cost of restoration and any costs associated with collection of said costs.

11. DISTRICT'S OPERATION

Nothing herein contained shall in any way affect the right of District to use all of the Property covered by this License in the performance of anything pertaining to the operation of District, with full right of ingress and egress to and over same. District also reserves the right to perform any work on said Premises without being liable to County

or RCD in any way for any damage which may be caused to Premises, material or structures of County and RCD located on said Premises. However, District agrees to take reasonable care to prevent damage to County and/or RCD equipment, structures, materials and personal property and shall be liable for damages caused by willful negligence or misconduct of District, its employees, contractors, representatives or assignees. District's use will at all times be deemed the paramount use. Should District operations require use of the Property and or Premises, County and RCD shall remove County and RCD facilities from Property and/or Premises, at County sole expense, within 90 days after receiving written request from District to do so after April 1, 2014 and comply with all federal, state and local laws and regulations.

12. RISK OF DAMAGE

County and RCD agree to assume all risk of damage to any and all of the property, materials or structures of County and RCD while upon Property and/or Premises, caused by any operation of District, excepting damages caused by the negligence or willful misconduct of District, its employees, contractors, representatives or assignees.

13. INDEMNIFICATION, LIABILITY FOR DAMAGES

A. County and RCD agree to indemnify, hold harmless, release and defend District, its Board of Directors, and the officers, agents and employees of the District from any and all liability, actions, claims, damages, costs or expenses, including attorneys' fees and the costs and expenses of suit which may be asserted by any person, including County and RCD , arising in any respect, directly or indirectly, out of the use or occupation of any part of the above-described Property or Premises by the County and RCD but excluding liability due to the negligence or willful misconduct of District.

B. It is understood and agreed that, at the commencement of this License, County is self-insured up to an amount of One Million Dollars ($1,000,000) and is participating in an excess liability insurance program with an excess liability insurance company admitted in the State of California, and so long as the County, a political subdivision of the State of California, remains a Party to this License, the insurance requirements of the District may be met through such an insurance program. County agrees to name District as additional insured under its excess liability program and shall furnish an endorsement to this effect.

C. RCD, at RCD own cost, shall provide District with at least one million dollars of liability and all-risk insurance coverage by a California approved insurance company to protect against loss and adding District as an additionally insured on the policy. Said insurance policy shall include or be endorsed with the following specific language:

(1) The Marin Municipal Water District (MMWD) is an additional insured with this insurance policy and this policy is primary to any insurance carried by MMWD.

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

(3) The addition 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.

(4) RCD, at RCD own costs and expense shall maintain workers' compensation insurance for its employees are required by the State of California and Employers Liability insurance with a limit of $1,000,000.

(5) All such insurance shall be effected under valid and enforceable policies and shall be issued by insurers licensed to do business in the State of California and with general policy holder's rating of at least A and financial rating of VIII or better as rated by A.M. Best's Insurance reports and shall provide that District shall receive thirty (30) days written notice from the insurer prior to any cancellation of coverage or diminution of limits.

(6) On or before commencement date of the License Agreement, RCD shall furnish District with a certificate evidencing the aforesaid insurance coverage and renewal policies or certificates shall be furnished to District at least thirty (30) days prior to the expiration date of each policy.

D. 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 to the MMWD by certified mail."

14. ALTERATIONS AND IMPROVEMENTS.

No improvements or alterations permanently affecting the Property or Premises shall be made by County or RCD without District approval.

15. COVENANT FOR MECHANIC'S LIEN.

County and RCD shall save District free and harmless, and indemnify it against any and all claims for labor and materials in connection with any improvements, repairs,

or alterations to the Premises made by County or RCD and also the cost of defending against any and all such claims including reasonable attorneys' fees and court costs.

16. WASTE CONDUCT.

County and RCD shall not dispose of, or store, except as described herein, any waste, including but not limited to hazardous waste, upon said Premises.

17. ABANDONMENT OF PREMISES.

Neither County nor RCD shall vacate or abandon the Premises at any time during the term without written notice to District. If County or RCD shall abandon, vacate or surrender said Premises, or be dispossessed by process of law, or otherwise, any improvements and personal property belonging to County or RCD and left on the Premises shall be deemed to be abandoned, at the option of District. Abandonment of the Premises shall be defined as "no use of the Premises by the County or RCD for a period of not less than 90 consecutive days."

18. ACCEPTANCE OF PREMISES AS-IS.

County and RCD accepts the Premises or Property in its "as-is" condition and agrees that District makes no express or implied warranties with regard to the condition of the Premises or its suitability for use by County or RCD.

19. DISTRICT TO BE HELD HARMLESS.

This License is made on the express condition that District shall be free from all liability or loss by reason of injury to any person or property while on the Premises or Property, or in any way connected with the County or RCD's use of the Premises or with the improvements or personal property therein or thereon, including any liability for injury to the person or property of County or RCD, its agents, officers, employees or invitees. County and RCD hereby covenant and agree to, and shall, indemnify and defend District and save District harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses occurring from County or RCD use granted herein.

20. ASSIGNMENT OR SUBLETTING.

Absolutely no assignment or sublet of the Premises by either County or RCD shall be permitted by District under any circumstances. However, County and RCD shall have the right to operate and maintain the Premises through a duly authorized contractor or agent provided that any such contractor or agent, whether a contractor or agent of County or RCD, meet the Liability for Damages provisions of Section 13 above.

21. AGREEMENT A MERE LICENSE.

This agreement is not a lease, but constitutes a mere license. County and RCD shall have no right or privilege in any respect whatsoever to use any other part or the Premises of the District for any other purpose whatsoever.

22. OTHER.

No part of the improvements of County or RCD in place on the Property and/or Premises shall be considered as being fixed to or a part of District's real Property. Any such improvements shall be and remain the property of the County or RCD. County and RCD improvements shall be maintained in such a way that they do not create an attractive nuisance and/or encourage improper access thereto. However, District acknowledges that operation of equipment and storage of the waste materials allowed herein may produce conditions that some would consider a nuisance. District agrees that County and/or RCD shall be solely responsible for complaints regarding nuisance on the Premises as a result of their operations, individually or collectively.

23. CONTINUATION OF LICENSE AFTER BREACH.

Should County or RCD breach this License, the License will continue in effect as long as District does not terminate County and RCD right to possession at District's option. District may enforce all its rights and remedies under this License.

24. DEFAULT, REMEDIES, TERMINATION.

A. Default; Remedies

1. Failure or unreasonable delay by any Party to perform any obligations under this License for a period of thirty (30) days after written notice thereof from the other Party, shall constitute a default under this License, subject to extensions of time by mutual consent in writing. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within that time period and the diligent prosecution to completion of the cure shall be deemed a cure within that period.

2. Subject to the foregoing, after notice and expiration of the thirty (30) day period without cure, the other Party to this License may avail itself of all available remedies and/or give notice of intent to terminate the License.

3. The waiver by any Party of any default under this License shall not operate as a waiver of any subsequent breach of the same or any other provision of this License.

B. Legal Actions; Remedies.

After pursuing those remedies articulated in Paragraph 35 of this License, any Party may institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforce by specific performance the obligations and rights of the Parties hereto.

C. Effect of Termination.

Termination of this License shall not affect a Party's obligation to comply with those covenants contained in this License that continue after termination. Those provisions of this License, that shall survive and remain in effect following termination or cancellation of this License for so long as necessary to give them full force and effect included but not limited to; Paragraph 9 Hazardous Substances and Chemicals, Paragraph 13 Indemnification and Liability for Damages; Paragraph 25 Default; Remedies; Termination; and Paragraph 35 Mediation.

D. The District's Right to Terminate/Non-Emergency.

The District may terminate this License at any time without cause, by providing Lessee 90 days' written notice of the termination after the first 3 year period elapses. That notice shall be sent in accordance with Section 29 of this License.

E. District's Right to Terminate/Emergency.

In the event of the occurrence of a natural disaster, operational emergency or other similar circumstances which are currently unforeseen by the District, and which require the District to use any or all of the Premises licensed to the County and the RCD, the District may immediately terminate this License.

F. County and RCD's Right to Terminate.

The County and RCD shall have the right to terminate this License at any time upon the occurrence of any of the following events:

1. Upon providing the District 180 days advance written notice; or

2. Upon revocation, expiration or termination of necessary approvals of any agency, board, court or other governmental authority.

25. REASONABLE ASSURANCES.

Each Party to the License undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise, with respect to performance of either Party, the other may, in writing, demand adequate assurance of due performance. Until the requesting Party receives the assurance it may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only

the conduct of the Party with respect to performance under this License but also conduct with respect to other agreements with parties to this License or others. After receipt of a justified demand, failure to provide adequate assurance of due performance within a reasonable time, (not to exceed 30 days), is a repudiation of this License. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved Party's right to demand adequate assurance of future performance.

26. ORDINANCES AND STATUTES.

County and RCD shall comply with the requirements of all Municipal, State and Federal laws and regulations now in force, or which may hereafter be in force, pertaining to the said Premises, and shall faithfully observe in the use of the Premises all Municipal Ordinances and State and Federal Statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction or the admission of County or RCD in any action or proceeding against County or RCD whether District be a party thereto or not, that either County or RCD has violated any such ordinance or statute in the use of the Premises, shall be conclusive of that fact as between District and the County and RCD.

However, District acknowledges and agrees that County and RCD shall not be held liable for actions taken by the District that may result in a violation of ordinances and statutes and any resulting actions against District, County and RCD by agencies or courts with jurisdiction.

27. WAIVER, CAPTIONS, JURISDICTION OF LAW.

This License shall be governed by and construed in accordance with the laws of the State of California. No waiver by a Party of any provision of this License shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this License or at law shall not prevent the exercise by that Party of any other remedy provided in this License or at law. The captions heading the various paragraphs of this License are for convenience and shall not be considered to limit, expand, or define the contents of the respective paragraphs. Masculine, feminine, or neuter gender and the singular and the plural number, shall each be considered to include the other whenever the context so requires. If either Party consists of more than one person, each such person shall be jointly and severally liable. This License shall be interpreted under California law and according to its fair meaning, and not in favor of or against any Party.

28. **NOTICE**

All notices or demands are deemed to be given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid United States mail, and addressed to the respective parties as follows:

DISTRICT: Marin Municipal Water District
Attn: General Manager
220 Nellen Avenue
Corte Madera CA 94925

COUNTY: Eric Lueder
Marin County Department of Public Works
Attn: Real Estate Division
P.O. Box 4186
San Rafael CA 94913-4186

RCD:

Marin Resource Conservation District
Attn: Executive Director
P.O. Box 1146
Pt. Reyes Station CA 94956

The address to which any notice or demand may be given to either Party may be changed by written notice.

29. **ENTIRE AGREEMENT.**

This License contains the entire agreement between the parties hereto and no term or provision thereof may be changed, waived, discharged or terminated unless made in writing and executed by both parties hereto.

30. **MERGER.**

This License contains all the agreements of the Parties hereto and no prior agreements or understandings shall be effective or binding for any purpose.

31. **AMENDMENT OR MODIFICIATION.**

This License may be amended or modified only by the mutual written consent of both Parties.

32. **TIME IS OF TH ESSENCE.**

Time is of the essence with respect to the performance of every provision of this License in which time or performance is a factor.

33. MEDIATION.

A. Any dispute or claim in law or equity between the Parties arising out of this License, if not resolved by informal negotiation between the Parties, shall be mediated by the Parties. Mediation shall consist of an informal, non-binding conference or conferences between the Parties and the mediator jointly, then in separate caucuses wherein the judge will seek to guide the Parties to a resolution of the case. The Parties shall agree to a mutually acceptable mediator.

B. If mediation is unsuccessful, the Parties may avail themselves of any other remedies.

34. APPLICABLE LAW.

This License shall be construed and enforced in accordance with the laws of the State of California.

35. NO PRESUMPTION RE: DRAFTER.

The Parties acknowledge and agree that the terms and provisions of this License have been negotiated and discussed between the Parties and their attorneys, and this License reflects their mutual agreement regarding the same. Because of the nature of the negotiations, and discussions it would be inappropriate to deem any Party to be the drafter of this License. Therefore, no presumption for or against validity, or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this License.

36. ASSISTANCE OF COUNSEL.

Each Party to this License warrants as follows:

A. That each Party had the assistance of counsel in the negotiation for, and the execution of, this License and all related documents; and

B. That each Party has lawfully authorized the execution of this License.

37. SEVERABILITY.

If any term, provision, covenant or condition of this License is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this License shall continue in full force and effect.

38. SECTION HEADINGS.

The section headings contained in this License are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

39. **COUNTERPARTS.**

This License may be executed in multiple counterparts each of which shall be deemed an original License and all of which shall constitute one and the same License.

COUNTY AND RCD HAVE READ AND CONDISDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREE THAT THEY SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

DISTRICT:

Dated: 3/16/11 By _____
Paul Helliker, General Manager

Attest _____
Secretary, Board of Directors

ACCEPTED BY: COUNTY AND RCD

Dated: 3-1-11 By _____
Susan L. Adams, President
Board of Supervisors
County of Marin

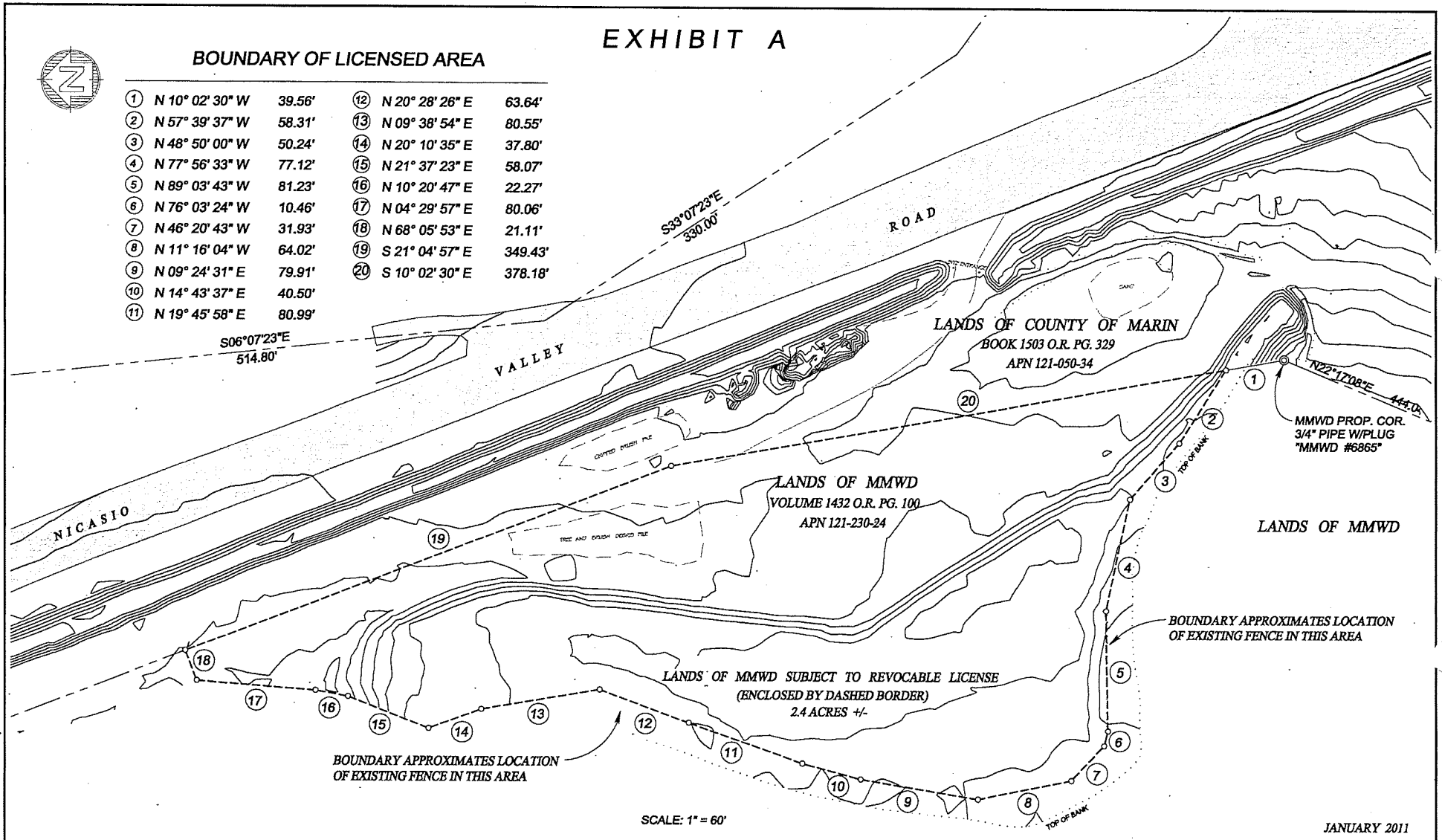
Attest _____
Deputy Clerk

Dated: 02/18/11 By _____
Hank Corda, President
Marin Resource Conservation District

EXHIBIT A

BOUNDARY OF LICENSED AREA

1	N 10° 02' 30" W	39.56'	12	N 20° 28' 26" E	63.64'
2	N 57° 39' 37" W	58.31'	13	N 09° 38' 54" E	80.55'
3	N 48° 50' 00" W	50.24'	14	N 20° 10' 35" E	37.80'
4	N 77° 56' 33" W	77.12'	15	N 21° 37' 23" E	58.07'
5	N 89° 03' 43" W	81.23'	16	N 10° 20' 47" E	22.27'
6	N 76° 03' 24" W	10.46'	17	N 04° 29' 57" E	80.06'
7	N 46° 20' 43" W	31.93'	18	N 68° 05' 53" E	21.11'
8	N 11° 16' 04" W	64.02'	19	S 21° 04' 57" E	349.43'
9	N 09° 24' 31" E	79.91'	20	S 10° 02' 30" E	378.18'
10	N 14° 43' 37" E	40.50'			
11	N 19° 45' 58" E	80.99'			



SCALE: 1" = 60'

JANUARY 2011

MARIN MUNICIPAL WATER DISTRICT
220 NELLEN AVE., CORTE MADERA, CA 94925 (415) 945-1455

LANDS OF MMWD SUBJECT TO REVOCABLE LICENSE
COUNTY OF MARIN & MARIN RESOURCE CONSERVATION DISTRICT
NICASIO GREENWASTE SITE

TRANSFER STATION.dwg 1/31/11 8:50 AM

MEMORANDUM OF UNDERSTANDING
NICASIO GREENWASTE FACILITY

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into as of November 15, 2011 by and between the County of Marin, a political subdivision of the State of California (County) and the Marin Resource Conservation District, a special district of the State of California (RCD).

WHEREAS, County and RCD are parties to the "Revocable License For Use Of Marin Municipal Water District Property" (License) dated March 1, 2011 which establishes the right of both parties to make use of Marin Municipal Water District (District) property (Premises), identified as a portion of Assessor's Parcel No. 121-230-24 and as further depicted in Exhibit "A" attached hereto and made a part hereof, for their own individual purposes; and

WHEREAS, County is allowed pursuant to the License to utilize the Premises as a storage site for green-waste, soil and other waste materials collected by County in connection with the maintenance of County roadways; and

WHEREAS, RCD proposes to utilize the Premises for the operation of a public green-waste drop off and processing facility as allowed by the License; and

WHEREAS, RCD proposes to contract out operation of the green-waste facility to a third party contractor; and

WHEREAS, County and RCD acknowledge that the License sets forth specific terms and conditions that both parties must adhere to and be responsible for in order for each party to enjoy use of the Premises; and

WHEREAS, County and RCD recognize the need to define the responsibilities of each party in connection with the joint and cooperative use of the Premises and the terms and conditions of the License; and

NOW, THEREFORE, in consideration of the mutual convents and conditions contained herein, the parties agree as follows:

1. RCD agrees and shall be responsible to provide, either directly or through contract, the following operational and maintenance duties and services in connection with the green-waste facility:
    a. Payment of the annual rent payment directly to the District as set forth in the License.
    b. Construction and maintenance of fencing and access gates around the Premises pursuant to the boundaries as shown in Exhibit "A".
    c. Securing the Premises with gates, fences, berms or other barriers as needed. For purposes of joint access, RCD shall provide the County with keys to any and all locks used to secure the premises or shall allow County to link it's locks into any and all chains, locks or other means of securing Premises gates.
    d. Mowing of grass and weeds on the Premises within the facility's fenced area at least annually, or as needed to maintain the Premises in a fire safe condition.
    e. With the approval of District, trimming of trees and brush on the Premises, to maintain access to and from the Premises and maintain the Premises in a fire safe condition.

f. Regularly monitoring the Premises for invasive plants and removing said plants from the Premises.
g. Personal property or materials of RCD or it's Contractor located on said Premises shall, at RCD or Contractor's sole cost, be kept and maintained in good condition, repair and order throughout the term of the License and this MOU.
h. Any compost "for sale" stored on the Premises shall be covered and kept dry during the rainy season.
i. Storm water run-off shall be managed to the satisfaction of the District by being diverted across a filter strip, grassed area or other filtering mechanism, to reduce sediment, nutrients, or other contaminates leaving the Premises and entering Nicasio Reservoir.
j. Any and all illegal dumping of waste along the perimeter of the Premises shall be collected and removed by RCD or Contractor as soon as practical but not more than 24 hours after notification of said dumping. Disposal of Hazardous Materials and/or extraordinary expenses related to illegal dumping will be handled in a mutually agreeable and equitable manner.
k. All other terms or conditions of the License relating to RCD's use of the Premises shall remain unchanged.

2. County agrees and shall be responsible to conduct its operations related to County road maintenance purposes and any other allowed purposes within the Premises in coordination with RCD and pursuant to terms and conditions contained in the License.

3. This MOU shall terminate on the date that either the License is terminated by any party; the date that RCD abandons the Premises as defined in the License; the date that RCD ceases operation of the green-waste facility; or the date that County ceases use of the Premises by notice to RCD and District, whichever occurs first.

4. RCD agrees to indemnify, hold harmless, release and defend County, its Board of Supervisors, and the officers, agents and employees of the County from any and all liability, actions, claims, damages, costs or expenses, including attorneys' fees and the costs and expenses of suit which may be asserted by any person, including RCD and its contractor(s), arising in any respect, directly or indirectly, out of the use or occupation of any part of the above-described Premises by the RCD and its contractor(s) but excluding liability due to the sole active negligence or willful misconduct of County.

5. County agrees to indemnify, hold harmless, release and defend RCD, its Board, and the officers, agents and employees of the RCD from any and all liability, actions, claims, damages, costs or expenses, including attorneys' fees and the costs and expenses of suit arising out of the sole active negligence or willful misconduct of County, its contractors, agents, employees and volunteers.

6. RCD and its contractors, at their own cost, shall provide County with at least one million dollars of liability and all-risk insurance coverage by a California approved insurance company to protect against loss and adding County as an additionally insured on the policy. Said insurance policy shall include or be endorsed with the following specific language:

(a) The County of Marin and its elected officials, employees and officers are an additional insured with this insurance policy and this policy is primary to any insurance carried by County.
(b) Should the above described policy be canceled before the expiration date thereof, the issuing company will mail 30 days written (certified) notice to the additional insured (County).

(c) The addition 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.
(d) RCD, at RCD own costs and expense shall maintain workers' compensation insurance for its employees are required by the State of California and Employers Liability insurance with a limit of $1,000,000.
(e) All such insurance shall be effected under valid and enforceable policies and shall be issued by insurers licensed to do business in the State of California and with general policy holder's rating of at least A and financial rating of VIII or better as rated by A.M. Best's Insurance reports and shall provide that District shall receive thirty (30) days written notice from the insurer prior to any cancellation of coverage or diminution of limits.
(f) On or before commencement date of the MOU, RCD shall furnish County with a certificate evidencing the aforesaid insurance coverage and renewal policies or certificates shall be furnished to County at least thirty (30) days prior to the expiration date of each policy.

7. All notices or demands are deemed to be given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid United States mail, and addressed to the respective parties as follows:

COUNTY: Marin County Department of Public Works
Attn: Waste Management Division, Program Manager
P.O. Box 4186
San Rafael CA 94913-4186

RCD:
Marin Resource Conservation District
Attn: Executive Director
P.O. Box 1146
Pt. Reyes Station CA 94956

The address to which any notice or demand may be given to either Party may be changed by written notice.

8. This document is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the MOU. This MOU may be executed in counterparts, each of which shall constitute an original.

COUNTY OF MARIN

Susan L. Adams

SUSAN L. ADAMS
PRESIDENT, BOARD OF SUPERVISORS

Sandy Laird

ATTEST: DEPUTY CLERK

Dated: 11-15-2011

APPROVED AS TO FORM

MARIN RESOURCE CONSERVATION DISTRICT

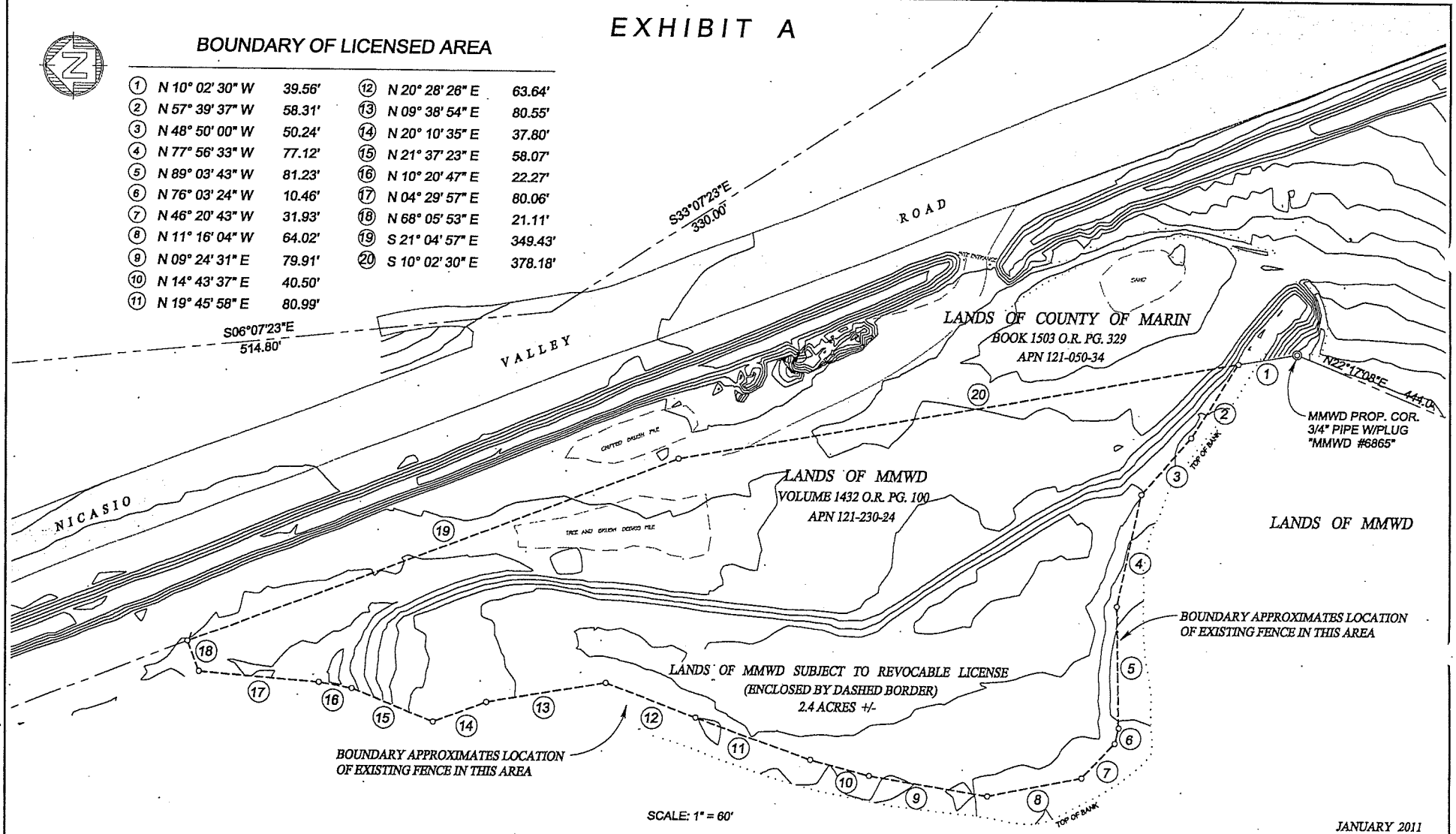
Hank Corda

Dated: 10-25-2011

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220 NELLEN AVE., CORTE MADERA, CA 94925 (415) 945-1455

LANDS OF MMWD SUBJECT TO REVOCABLE LICENSE
COUNTY OF MARIN & MARIN RESOURCE CONSERVATION DISTRICT
NICASIO GREENWASTE SITE

TRANSFER STATION.dwg 1/31/11 8:50 AM

MEMORANDUM OF UNDERSTANDING BETWEEN
REDWOOD EMPIRE DISPOSAL, INC., AND
LUNNY GRADING & PAVING AND MARIN COUNTY RESOURCE
CONSERVATION DISTRICT FOR WEST MARIN/NICASIO GREEN
WASTE FACILITY

THIS MEMORANDUM OF UNDERSTANDING is entered into effective March 3, 2010, by and between REDWOOD EMPIRE DISPOSAL, INC. ("Redwood"), and LUNNY GRADING & PAVING ("Lunny") and Marin County Resource Conservation District (RCD), regarding the construction and use by Redwood of the proposed West Marin/Nicasio Green Waste Facility (the "Facility").

The parties hereto desire to participate in the construction of the Facility by Lunny, and for the use of the Facility by Redwood for the delivery for processing of residential green waste collected by Redwood in its West Marin County franchise area. Redwood's rights and obligations pursuant hereto are contingent upon the execution of a 10 year extension of its West Marin County Franchise Agreement with the County, with the $400,000.00 being contributed by Redwood to the building of the Facility built into Redwood's rates. Subject to said contingency, Redwood and Lunny agree upon the following:

1. Lunny will build, with the cooperation of County and RCD, and Redwood will contribute $400,000.00 toward the costs of building, a West Marin/Nicasio Green Waste Facility; Redwood will pay to RCD said $400,000.00 as Lunny incurs the expenses of construction of said facility.

2. Redwood and Lunny will cause to be prepared and executed an agreement for a term of 5 years, subject to any mutually agreed to extension(s), that provides for Redwood to be able to deliver, but not be obligated to deliver, its residential green waste to the Facility collected in it's West Marin franchise area: the price per ton in said agreement should be equivalent to the Bolinas green waste processing yard fees, subject to mutually agreed to modification in the future.

Dated: March 3, 2010

Redwood Empire Disposal

By _____

Lunny Grading &Paving

By _____