



# FAIRFAX TOWN COUNCIL MEETING STAFF REPORT

<b>MEETING DATE</b>	August 7, 2024
<b>PREPARED FOR</b>	Mayor and Town Council
<b>PREPARED BY</b>	Heather Abrams, Town Manager
<b>SUBJECT</b>	Approve a Maintenance Agreement Between the Town of Fairfax and the Marin County Open Space District (MCOSD) For Routine Trail Maintenance on the Wall Property and Authorize the Town Manager to Execute the Agreement

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## RECOMMENDATION

1. Approve the maintenance agreement with the Marin County Open Space District for the Wall Property.
2. Authorize the Town Manager to execute the agreement.

## EXECUTIVE SUMMARY

The proposed agreement outlines the responsibilities of the Town of Fairfax and the Marin County Open Space District for the routine maintenance of trails on the Wall Property. This agreement aims to ensure the preservation and accessibility of the trails, benefiting the community and promoting the conservation of open space.

## BACKGROUND

The 100-acre area, known as the Wall Property, has long been a significant property in Fairfax. Last year, an opportunity became available for acquisition by the Town for the protection, restoration, and enhancement of natural resources, wildlife habitat, open space, California Native American tribal cultural resources, and compatible public access. The property features numerous trails that require ongoing maintenance. The Town lacks sufficient staffing to handle these maintenance needs.

### Acquisition Milestones

- [September 6, 2023](#): Town Council assigned a subcommittee to explore the Wall Property purchase.
- [April 3, 2024](#): Town Council authorized the Mayor to send a letter to the Coastal Conservancy.
- [May 22, 2024](#): Town Council considered and approved a Memorandum of Understanding (MOU) between the Town of Fairfax and Marin Open Space Trust (MOST) regarding the acquisition of the Wall Property
- [June 6, 2024](#): California Coastal Conservancy approved \$500,000 grant to the Town of Fairfax to acquire the approximately 100-acre Wall Property

## DISCUSSION

The agreement with Marin County Open Space District (MCOSD) outlines the specific maintenance activities, including vegetation trimming, tread repair, and the installation and maintenance of trail

signage and dog waste stations. MCOSD will perform these tasks in accordance with best management practices to ensure trail accessibility and safety. This partnership allows the Town to leverage MCOSD's expertise and resources, enhancing the management of the Wall Property without additional staffing.

**COMMUNITY OUTREACH**

The community has shown strong support for the preservation of the Wall Property, as evidenced by numerous fundraising events and public meetings. On [April 3, 2024](#), the Town Council approved a letter to the Coastal Conservancy requesting grant support for the property acquisition. Further outreach efforts include regular updates and donation drives by the Fairfax Open Space Committee (FOSC).

**FISCAL IMPACT**

The maintenance activities outlined in the agreement will be provided at no cost to the Town.

**ATTACHMENTS**

- A. Wall Property Maintenance Agreement

**AGREEMENT FOR ROUTINE TRAIL MAINTENANCE AND SHARED INTEREST AND  
RESPONSIBILITY FOR MAINTAINING PUBLIC USE TRAILS LOCATED ON  
THE WALL PROPERTY**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between **MARIN COUNTY OPEN SPACE DISTRICT**, a dependent special district of the County of Marin, hereinafter called "DISTRICT" and **TOWN OF FAIRFAX**, a municipal corporation, hereinafter called "TOWN", and collectively referred to as the "PARTIES".

**WITNESSETH**

**WHEREAS**, the PARTIES hereto are duly constituted public agencies; and

**WHEREAS**, the TOWN owns certain lands within the jurisdictional limits of the TOWN, commonly known as "the Wall Property", as outlined in green on Exhibit "A" and including APNs 001-160-09, 001-160-05, 001-150-12 and 001-251-31, attached hereto; and

**WHEREAS**, the DISTRICT manages 34 open space preserves in the County of Marin for natural resource protection and recreational trail access; and

**WHEREAS**, the TOWN and DISTRICT share a common interest in preserving and protecting the Wall Property as public open space and in facilitating public use of the trails located on the Wall Property.

**WHEREAS**, the TOWN and DISTRICT share a common vision for the Wall Property acquisition by the Town that it is for the protection, restoration, and enhancement of natural resources, wildlife habitat, open space, cultural resources, and compatible public access.

**WHEREAS**, the TOWN lacks the staffing to perform routine maintenance of existing trails as shown in Exhibit A, located on the Wall Property; and

**WHEREAS**, the TOWN and DISTRICT wish to enter into an agreement setting forth the parameters of both routine trail maintenance by DISTRICT staff and the PARTIES' shared interest in preserving public open space and responsibility for maintaining access to the public use trails located on the Wall Property.

**NOW THEREFORE**, the PARTIES desire to enter into this Agreement to provide for routine trail maintenance by DISTRICT staff and the PARTIES' shared interest in preserving public open space and responsibility for maintaining access to the public use trails located on the Wall Property. This Agreement is made upon the following terms, covenants, and conditions to which the Parties hereby agree.

**ADMINISTRATION.** This Agreement shall be administered on behalf of DISTRICT by the Director of Marin County Open Space District, whose mailing address is:

Marin County Open Space District  
3501 Civic Center Drive, Room 260  
San Rafael, CA 94903

Attn: General Manager

and on behalf of the TOWN by:

Town of Fairfax  
142 Bolinas Road  
Fairfax, CA 94930  
Attn: Town Manager

Any notice or notices provided by this Agreement, or required by law to be given or served upon the PARTIES, may be given or served either by personal service or by depositing the same in the United States Mail, postage prepaid, addressed as set out in this clause.

**DESCRIPTION OF PREMISES.** The Premises are defined as approximately a 100-acre portion of TOWN land commonly known as the Wall Property and commonly identified as Assessor's Parcel Numbers 001-160-09, 001-160-05, 001-150-12 and 001-251-31. Said TOWN lands are shown on Exhibit "A", outlined in green, attached hereto and incorporated herein by reference.

**SCOPE OF WORK.** DISTRICT staff will perform routine trail, signage and dog waste station maintenance where indicated on attached map, Exhibit A to this Agreement.

#### Routine Trail Maintenance on the Indicated Trails

- Vegetation trimming to provide sufficient width and clearance for trail users. Removal or pruning of fallen trees or limbs to maintain public access.
- Tread repair including trail surface, existing out sloping and existing rolling dips where applicable to maintain proper drainage per DISTRICT road and trail best management practices. Trails will be inspected annually with maintenance performed as needed.

#### Dog Station Maintenance

- Dog Station Maintenance will include supplying stations with dog waste bags and waste removal from the locations identified on Exhibit A of this Agreement.

#### Signage

- Install and maintain signage as provided by the TOWN for the indicated trails on Exhibit A.
- Develop potential wayfinding signs and other signs with the Town of Fairfax and install/maintain as requested by the Town for the indicated trails on Exhibit A.

### **General Provisions**

**DAMAGE TO THE IMPROVEMENTS.** It is agreed that while using, maintaining and/or improving the Wall Property, the DISTRICT shall take reasonable care to not damage Wall Property improvements, including trail improvements. If, however, Wall Property improvements should become damaged as a result of the negligent or intentional acts of the DISTRICT, its employees, agents or contractors,

DISTRICT shall repair the damage to TOWN's reasonable satisfaction. It is further agreed that the DISTRICT shall not be responsible for damage to the Wall Property or to neighboring properties caused by members of the public, whether said damages occur through negligent or intentional acts of the public, and that the DISTRICT shall not be responsible for any damages to the Wall Property or to neighboring properties as a result of a pre-existing natural condition such as a landslide or other geotechnical hazard.

**TERMINATION.** This Agreement may be terminated at any time by either PARTY, upon sixty (60) days written notice, personally served or mailed to the other party at the addresses provided herein under "ADMINISTRATION." Upon expiration of the sixty (60) day period, all rights of the PARTIES under this Agreement immediately terminate.

**TERM.** Unless terminated as provided herein, this Agreement and the consent granted herein shall remain in full force and effect for a period of fifty (50) years from the date of this Agreement.

**AMENDMENTS.** This Agreement may be amended from time to time by the written consent of both PARTIES.

**INDEMNIFICATION.** The DISTRICT shall defend, indemnify, hold harmless, and release the TOWN, its elected and appointed officials, officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted against the TOWN by any third party arising out of or in connection with the DISTRICT's work on the Wall Property as described herein under "Scope of Work" of this Agreement, except for any actions, claims, damages, liabilities or expenses caused solely by the negligence or willful misconduct of the TOWN or its officials, officers, agents or employees.

**COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**IN WITNESS WHEREOF,** on the day and year first above written, the parties hereto have caused this Agreement to be duly executed.

DISTRICT

\_\_\_\_\_  
Max Korten, General Manager  
Marin County Open Space District

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

ATTEST:

Approved as to form:

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
County Counsel

TOWN:

\_\_\_\_\_  
Barbara Coler, Mayor  
Town of Fairfax

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

ATTEST:

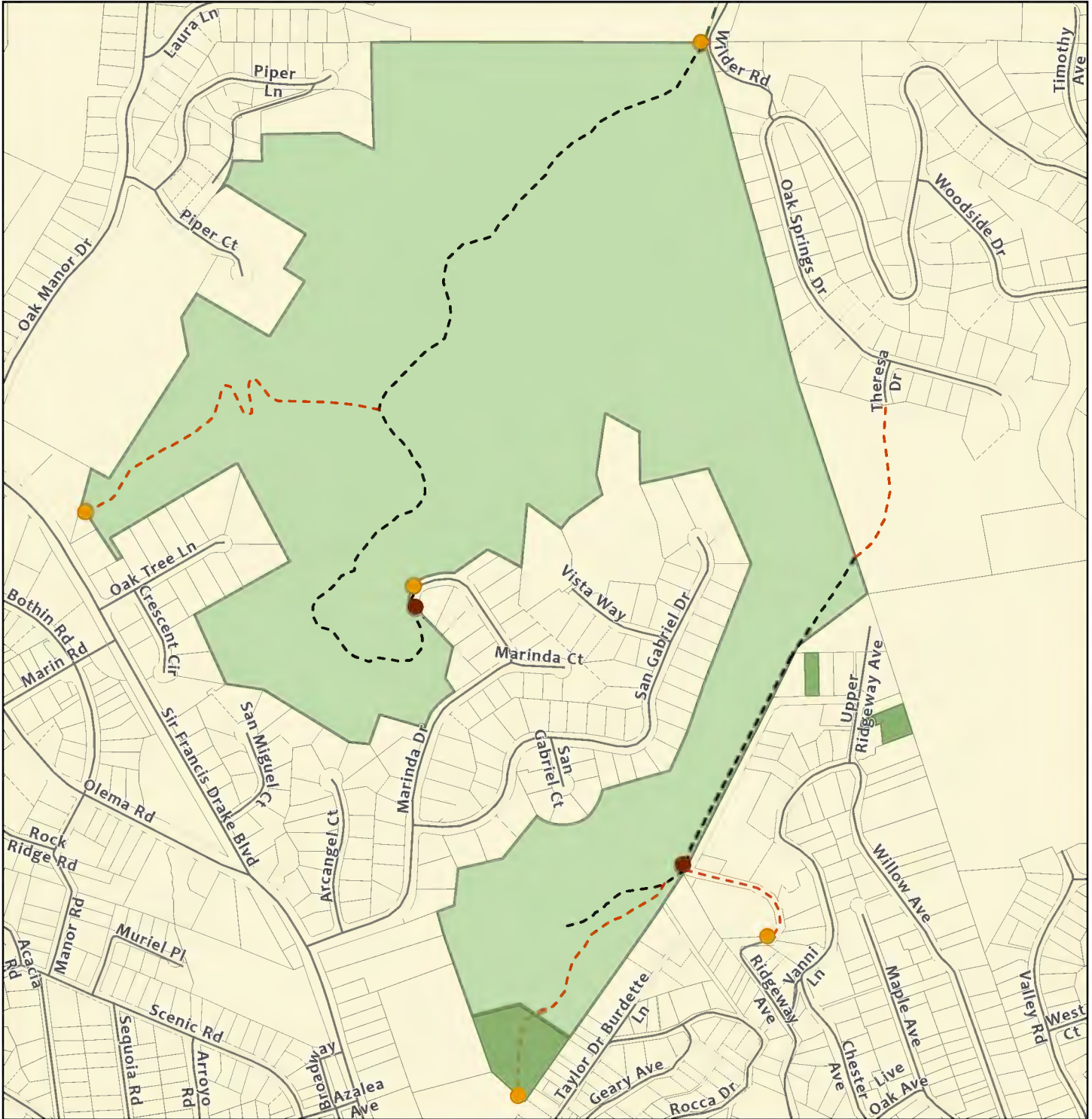
\_\_\_\_\_  
Deputy Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney



# WALL PROPERTY MAINTENANCE AGREEMENT "EXHIBIT A"



- MCOSD Maintained Trails
- Unmaintained Social Trails
- MCOSD Trail Easement
- Dog Waste Station
- Potential Wayfinding
- Wall Property
- Town of Fairfax Parcels

Date Exported: 7/23/2024 11:58 AM  
 Sources: MCGIS (parcels)  
 This map is for illustrative purposes only and is not intended to be a definitive property description.

