

RESOLUTION NO. 19-11

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
LOS ALTOS HILLS COUNTY FIRE DISTRICT AUTHORIZING EXECUTION OF
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE LOS ALTOS HILLS
COUNTY FIRE DISTRICT AND ECOSYSTEM CONCEPTS, INC. FOR FIRE FUEL
REDUCTION GOAT GRAZING SERVICES**

WHEREAS, commencing in 2006, Ecosystem Concepts, Inc. ("ECI") provided goat grazing services to the Los Altos Hills County Fire District ("District") to mitigate vegetation for fire fuel reduction in difficult to reach terrain such as Byrne Preserve; and

WHEREAS, ECI has provided its goat grazing services to the District annually since 2006 and this effort resulted in a significant decrease of vegetative mass creating desirable fire breaks; and

WHEREAS, the District and ECI have engaged in conversations to develop a service plan, timetable and terms of an agreement for ECI to provide goat grazing services to the District in late spring of 2019; and

WHEREAS, it was determined that, for now, the District should enter into an agreement with ECI to continue to service the area at Byrne Preserve as set forth in the Professional Services Agreement for Fire Fuel Reduction Goat Grazing Services ("Agreement") which is attached hereto as Exhibit 1; and

WHEREAS, the District Board has read and considered the Agreement.

NOW, THEREFORE, the District Board does **RESOLVE** as follows:

1. Public interest and convenience require the District to enter into the Professional Services Agreement for Fire Fuel Reduction Goat Grazing Services between the Los Altos Hills County Fire District and Ecosystem Concepts, Inc., which is attached hereto as Exhibit 1.

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2. The District hereby approves the Agreement and the District Board President is hereby authorized on behalf of the District to execute the Agreement attached hereto.

PASSED AND ADOPTED this 16th day of April, 2019.

By: _____
Mark Warren, Board President

ATTEST:

District Clerk

Exhibit 1



**AGREEMENT FOR FIRE FUEL REDUCTION GOAT GRAZING SERVICES
BETWEEN THE LOS ALTOS HILLS COUNTY FIRE DISTRICT
AND ECOSYSTEM CONCEPTS, INC.**

BY THIS AGREEMENT ("Agreement") made and entered into on the ____ day of April, 2019, by and between the LOS ALTOS HILLS COUNTY FIRE DISTRICT ("District") and ECOSYSTEM CONCEPTS, INC. ("Contractor"). In consideration of their mutual covenants, the parties hereto agree as follows:

1. **SCOPE OF AGREEMENT.** Contractor shall provide or furnish the following specified services and/or materials:
 - 1.1 Grazing by a minimum of 400 goats in the Byrne Preserve resulting in significant decrease of vegetative mass. Contractor shall use its best effort to graze a five thousand (5,000) foot long, thirty (30) foot wide fire break; and
 - 1.2 Contractor shall confine goats and dogs to fuel break area and take extra precaution to ensure the restoration areas of Byrne Preserve remain untouched. Goats and dogs shall be confined by the use of electric fences and shall not browse outside the fuel break area as noted on the map that will be provided to Contractor at least three (3) business days prior to Contractor's arrival on site. Contractor is responsible for keeping the area safe.
2. **TERM.** The services and/or materials furnished under this Agreement shall commence no earlier than May 10, 2019 and shall be completed before the end of June 2019. Contractor shall notify the District's consultant, Stu Farwell, of the actual date of arrival on site at least two weeks prior and Stu Farwell must obtain approval from Purisima Hills Water District ("PHWD") before Contractor enters the property, including the Site (defined below in Section 5)
3. **COMPENSATION.** District agrees to pay Contractor a \$1,200 set-up fee and \$10,800 for a minimum of eight (8) days of grazing. The entry and exit days are not included in the \$10,800 but are included in the set-up fee of \$1,200. Therefore, the 8 days of vegetation removal are full days of uninterrupted browsing time. If more than 8 days of vegetation removal are desired by the District, a \$1,200 per day charge will be added to the \$10,800 fee. The entire balance of payment is due and payable to Contractor upon completion of the project and submission of an invoice to District.

4. GENERAL TERMS AND CONDITIONS.

- 4.1 **Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by District), indemnify and hold District, the District Board of Commissioners, members of the District Board of Commissioners, its employees, representatives, agents and volunteers, and the PHWD, its Board of Directors, employees, representatives, agents, and volunteers, harmless from any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses expenses, damage or injury of any kind, in law or equity, to property or persons, including wrongful death and financial losses (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor or Contractor's officers, assistants, subcontractors, employees or agents in connection with the performance of Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Contractor's obligation to indemnify as set forth herein shall survive termination or expiration of the Agreement.
- 4.2 **Insurance.** Contractor shall file with the District a certificate of insurance before commencing any services under this Agreement meeting minimum coverage requirements established by the District as set forth in Exhibit A.
- 4.3 **Non-discrimination.** No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, age, ancestry, religion, gender, or sexual orientation of such person.
- 4.4 **Interest of Contractor.** It is understood and agreed that this Agreement is not a contract of employment in the sense that the relation of master and servant exists between the District and the undersigned. At all times Contractor shall be deemed to be an independent contractor and Contractor is not authorized to bind the District to any contracts or other obligations. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of District.
- 4.5 **Changes.** This Agreement shall not be assigned or transferred without the written consent of the District. No changes or variations of any kind are authorized without the written consent of the District.
- 4.6 **Termination.** This Agreement may be terminated immediately, with or without cause, by District upon written notice to Contractor. Monies then owing based upon work satisfactorily accomplished shall be paid to Contractor.
- 4.7 **Permits.** Contractor agrees to obtain all necessary and applicable Town, County, State and/or Federal government permits or licenses prior to beginning any services to be provided pursuant to this Agreement.

5. **STAGING AREA.** Contractor may use the Altamont Tank Site ("Site") owned by PHWD as a staging area for the goats and herders. The Site is equipped with a water

bibb and electricity available for Contractor use. Contractor shall not connect directly to the water tank, and Contractor shall not dispose of greywater or blackwater on Site.

6. **THIRD-PARTY BENEFICIARY.** PHWD is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.
7. **INVOICING.** Send all invoices to the District's General Manager, J Logan, P.O. Box 1766, Los Altos, CA, 94023.

This Agreement shall become effective upon its approval and execution by District. In witness whereof, the parties have executed this Agreement as of the date above.

DISTRICT:
LOS ALTOS HILLS COUNTY
FIRE DISTRICT

By: _____
Mark Warren, President

CONTRACTOR:
ECOSYSTEM CONCEPTS, INC.

By: _____
D.B. McGrew, President
Taxpayer Federal ID# 68-0356625

ATTEST:

Jeanne Evilsizer, District Clerk

EXHIBIT A
INSURANCE REQUIREMENTS

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **General Manager, Los Altos Hills County Fire District (DISTRICT), P.O. Box 1766, Los Altos, CA 94023-1766.**

Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, with limits no less than **\$1,000,000 or \$2,000,000 aggregate per** occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CGL insurance must include coverage for the following:
 - a. Bodily Injury and Property Damage
 - b. Personal Injury/Advertising Injury
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Aggregate Limits that Apply per Project
 - f. Explosion, Collapse and Underground (UCX) exclusion deleted
 - g. Contractual Liability with respect to this Agreement
 - h. Broad Form Property Damage
 - i. Independent Contractor Coverage

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation/Employer’s Liability:** Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing work under this Agreement. To the extent Contractor has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement Contractor shall maintain insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the District's profession, with limit no less than **\$1,000,000** per occurrence or claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the District. "Covered Professional Services" as designed in the policy must specifically include work performed under this Agreement.
5. **Umbrella or Excess Liability: Umbrella or Excess Insurance.** If umbrella or an excess liability insurance policy is used to satisfy the minimum requirements for CGL or Automobile Liability insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. District shall provide a "follow form" endorsement or schedule of underlying coverage satisfactory to District indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
6. District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the umbrella or excess policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. If Contractor maintains broader coverage, umbrella or excess coverage and/or higher limits than the minimums shown above, Contractor requires and shall be entitled to the broader coverage, umbrella or excess coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and any other coverages shall be available to District.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. PHWD, its officers, officials, employees, and volunteers, and District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and the Automobile Liability policy, with endorsements under CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, or volunteers shall be excess of the District's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to District.

Waiver of Subrogation. Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect

this waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by District. District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to District.

Claims Made Policies. If any of the required policies provide claims-made coverage:

7. The Retroactive Date must be shown, and must be before the date of the Agreement or the beginning of Services.
8. Insurance must be maintained and evidence of insurance must be provided ***for at least three (3) years after completion of the Services.***
9. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of Services.

Verification of Coverage. Contractor shall furnish District with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.