

**THIRD MEMORANDUM OF AGREEMENT BETWEEN THE
SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT
AND THE LOS ALTOS HILLS COUNTY FIRE DISTRICT**

This THIRD MEMORANDUM OF AGREEMENT ("TMOA") is made and entered into as of the 1st day of January, 2017 by and between the Los Altos Hills County Fire District, hereinafter referred to as "LAHCFD," and the Santa Clara County Central Fire Protection District, hereinafter referred to as "CFPD."

RECITALS

WHEREAS, Central Fire Protection District (CFPD) has been providing Fire and Emergency Medical Services ("EMS") to City of Los Altos (CITY) and LAHCFD by agreement since 1996 ("1996 Agreement"); and

WHEREAS, the 1996 Agreement for Fire and EMS expires December 29, 2016; and

WHEREAS, the Parties desire to continue their agreement whereby CFPD provides Fire and EMS to CITY and LAHCFD; and

WHEREAS, the Parties amended and restated their Agreement (Exhibit A to this TMOA), and agree that the Agreement will commence on January 1, 2017; and

WHEREAS, the LAHCFD and CFPD desire to enter into this TMOA to allow CFPD to provide supplemental services to LAHCFD beyond those described in the Agreement (Exhibit A to this TMOA) and the First Memorandum of Agreement (Exhibit B to this TMOA), and the Second Memorandum of Agreement (Exhibit C to this TMOA).

NOW, THEREFORE, LAHCFD and CFPD agree to the following:

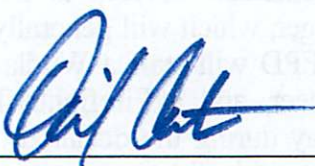
1. Effective January 1, 2017, CFPD will provide additional staffing and a Wildland Interface Engine, to provide supplemental services to LAHCFD during the annual season of heightened fire danger, which will generally comprise the "Fire Season" as declared by Cal Fire. CFPD will staff a Wildland Interface Engine with a Captain, a Firefighter/Engineer, and a Firefighter/Engineer-Paramedic from 10:00 am to 7:00 pm every day during the declared "Fire Season". The CFPD shall invoice the LAHCFD monthly for personnel costs associated with such supplemental staffing at the rate of 1.5 times top step for Captain and each Firefighter/Engineer, plus Holiday In-Lieu, plus the Paramedic differential, for actual hours worked. The CFPD shall also charge the LAHCFD for the use of a Wildland Interface Engine, at the published OES rate for each day the engine is in service. The charges will not cover specialized equipment and materials that are unique to LAHCFD and that are requested by LAHCFD beyond the scope of the TMOA. LAHCFD will reimburse CFPD for those specialized costs incurred

- by CFPD that were authorized by LAHCFD.
2. In accordance with Section 3.8.2 of the Agreement, and with expressed approval of the President of LAHCFD, the hours of operation may be extended, the staffing level increased to four, and/or the unit may be activated outside of Fire Season due to extreme weather conditions, including (but not limited to) Red Flag warnings and severe winter storms.
 3. LAHCFD will provide a reserved parking space to CFPD at the El Monte Fire Station located at 12355 El Monte Road, Los Altos Hills, California 94022. LAHCFD will not be responsible for fire station remodeling that might be required to accommodate the Wildland Interface Engine.
 4. The charges associated with the additional staffing and the use of the Wildland Interface Engine will be invoiced in accordance with Section 10.1.4 of the Agreement.
 5. Either Party may cancel the services provided by the TMOA without cause and without penalty by providing written notice to the other Party at least 180 calendar days in advance of canceling this service. Such notification will be as per Section 15.3 of the Agreement.
 6. Except as provided herein, the TMOA incorporates all provisions of the Agreement, and all provisions of the Agreement remain in full force and effect without amendment or change.
 7. This TMOA shall become effective when each Party signs and dates the TMOA upon the consent of a majority of the members of the legislative body.

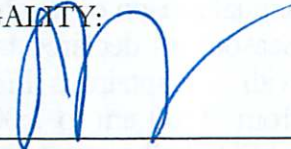
IN WITNESS WHEREOF, the Parties hereto executed this Agreement as set forth below:

Date: DEC 13 2016


SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT

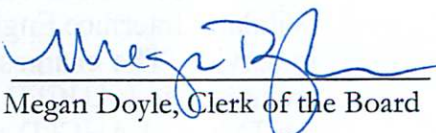
By: 
 Dave Cortese, President
 Board of Directors

APPROVED AS TO FORM & LEGALITY:

By: 
 Sara J. Ponzio, Deputy County Counsel

ATTEST:

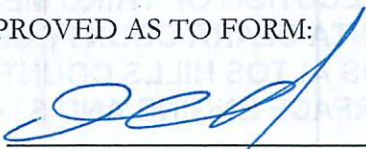
By: 
 Ken Kehmna, Fire Chief

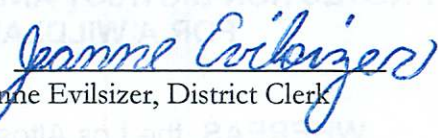
By: 
 Megan Doyle, Clerk of the Board

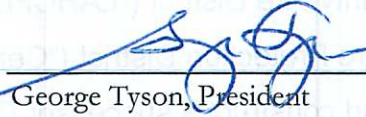
LOS ALTOS HILLS COUNTY FIRE DISTRICT

APPROVED AS TO FORM:

ATTEST:

By: 
Dan K. Siegel, District Attorney

By: 
Jeanne Evilsizer, District Clerk

By: 
George Tyson, President

RESOLUTION NO. 16-22

**RESOLUTION OF THE LOS ALTOS HILLS COUNTY FIRE DISTRICT
APPROVING AND AUTHORIZING EXECUTION OF THIRD MEMORANDUM OF
AGREEMENT BETWEEN THE SANTA CLARA COUNTY CENTRAL FIRE
PROTECTION DISTRICT AND THE LOS ALTOS HILLS COUNTY FIRE DISTRICT
FOR A WILDLAND INTERFACE ENGINE AND STAFF.**

WHEREAS, the Los Altos Hills County Fire District ("LAHCFD"), City of Los Altos ("City") and Santa Clara County Central Fire Protection District ("Central Fire District") convened their teams to meet, discuss, and construct a successor Fire and Emergency Medical Services Agreement ("Agreement");

WHEREAS, the Agreement was presented to the LAHCFD Board on November 22, 2016;

WHEREAS, on November 22, 2016, the LAHCFD Board approved and authorized execution of the Agreement;

WHEREAS, part of the Agreement includes a Third Memorandum of Agreement ("Third MOA") between the Central Fire District and LAHCFD to provide additional staffing and a Wildland Interface Engine to provide supplemental services to LAHCFD during the annual season of heightened fire danger; and

WHEREAS, the Third MOA will allow Central Fire District to provide supplemental services to LAHCFD, beyond those in the Agreement.

NOW, THEREFORE, the LAHCFD does **RESOLVE** as follows:

1. Public interest and convenience require the LAHCFD to enter into the Third MOA to the Agreement described above to allow Central Fire District to provide supplemental services to LAHCFD, beyond those in the Agreement;

2. The LAHCFD hereby approves the Third MOA and the LAHCFD President is hereby authorized on behalf of the LAHCFD to execute the Third MOA which is attached hereto as **Exhibit A**; and

3. The LAHCFD authorizes the LAHCFD President, upon approval by the LAHCFD Attorney, to make revisions to the Third MOA that are administrative and/or non-substantive obligations of the LAHCFD, prior to execution and submission to the Central Fire District.

PASSED AND ADOPTED this 22 day of November, 2016.

By:


George Tyson, Board President

ATTEST:


Jeanne Evilsizer, District Clerk