

**AMENDMENT No. 1**

**TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE LOS ALTOS HILLS COUNTY FIRE DISTRICT  
AND SANTA CLARA COUNTY FIRESAFE COUNCIL  
FOR PROGRAM SERVICES**

**THIS AMENDMENT No. 1** (“Amendment No. 1”) to the Professional Services Agreement between the Los Altos Hills County Fire District and Santa Clara County FireSafe Council, effective January 19, 2021 (“Agreement”) is made and entered into by and between the Los Altos Hills County Fire District (“District”) and Santa Clara County FireSafe Council (“Consultant”) as of the 16th day of November, 2021.

**RECITALS**

**WHEREAS**, on January 19, 2021 District and Consultant entered into the Agreement for Program Services; and

**WHEREAS**, the District and Consultant now desire to enter into Amendment No. 1 to amend the term of the Agreement and approve the 2022 compensation budget.

In consideration of the covenants, conditions and promises hereinafter contained, to be kept and performed by the parties hereto, District and Consultant hereby agree as follows:

1. Section 4. TERM OF AGREEMENT is hereby amended to read: “4. TERM OF AGREEMENT. This Agreement shall be effective on January 19, 2021 until December 31, 2023, unless terminated earlier as set forth in Paragraph 6 below.
2. Section 5.1, COMPENSATION, Payment Schedule is hereby amended to add the following paragraph at the end of Section 5.1:  
District shall compensate FireSafe Council a not to exceed amount of \$836,640.63 for calendar year 2022, as stated on 2022 Exhibit B, which is incorporated herein by this reference and attached hereto to this First Amendment.
3. Exhibit A 2a, HFR Program Service: Defensible Space Brush Chipping and Debris Removal Program Section 1. Scope of Work: is amended to add after last sentence in the Section: “District will update, revise and/or modify the Defensible Space Brush Chipping and Debris Removal Program (“Program”)and the Services Letter and Card attached in the following pages as changes in the Program occur. District and FSC will collaborate and agree on the Program changes. District will send these updates, revisions and/or modifications to the Program website provider and request the provider post the Program changes on the webpages.
4. Exhibit A 2a, HFR Program Service: Defensible Space Brush Chipping and Debris Removal Program Section 4. Santa Clara County FireSafe Council Responsibilities is amended to add after the last bullet:
  - Procurement Records: FSC shall upload all projects’ Request for Proposals (RFPs), bids and selection of bidder documents to the District’s FSC Shared Drive folder at the conclusion of a contractor award of the project

5. Except as modified in this Amendment No. 1, all remaining terms of the Agreement shall remain in full force and effect. If any conflicts exist between the Agreement and this Amendment, this Amendment No. 1 shall control. If there is any conflict in the terms of this Amendment No. 1 with the exhibits or attachments, then the provisions of this Amendment No. 1 shall control.
6. Counterparts; Electronic/Digital Signatures. This Amendment No. 1 may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the Parties have fully executed this Amendment No. 1. Unless otherwise prohibited by law or District policy, the Parties agree that an electronic copy of this Amendment No. 1, or an electronically signed Amendment No. 1, has the same force and legal effect as the Amendment No. 1 executed with an original ink signature. The term “electronic copy of this Agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed Amendment No. 1 in a portable document format. The term “electronically signed Agreement” means the Amendment No. 1 that is executed by applying an electronic signature using technology approved by the District.

**IN WITNESS WHEREOF**, the District and Consultant have executed this Amendment No. 3 effective as of the date written above.

**LOS ALTOS HILLS COUNTY  
FIRE DISTRICT:**

By: \_\_\_\_\_  
Mark Warren,  
Board President

**ATTEST:**

\_\_\_\_\_  
Cori Vargas,  
District Clerk

**APPROVED AS TO FORM AND  
LEGALITY:**

      /S/        
\_\_\_\_\_  
Christopher R. Cheleden  
Lead Deputy County Counsel

**SANTA CLARA COUNTY  
FIRESAFE COUNCIL**

By:       /S/        
\_\_\_\_\_  
Eugenia Rendler  
Managing Director

Attachment: Exhibit B 2022 Budget

## Los Altos Hills County Fire District-Santa Clara County FireSafe Council 2022 Agreement Exhibit B

	Total Admin and General	Total Community Outreach and Education (COE)	Total Hazardous Fuels Reduction (HFR)	Total Planning	TOTAL CONTRACT
<b><u>Personnel Costs</u></b>					
SCCFSC Personnel Costs	\$2,500.00	\$68,750.00	\$150,000.00	\$25,000.00	\$246,250.00
Please see Table 2 for personnel rates					
<b>Total SCCFSC Personnel Costs</b>	<b>2,500.00</b>	<b>68,750.00</b>	<b>150,000.00</b>	<b>25,000.00</b>	<b>246,250.00</b>
<b><u>Professional Fees</u></b>					
Outside Professional Fees: bookkeeping and grant manager services, potential legal costs)	6,000.00	-	-	-	\$6,000.00
FSC 25% Professional Fees Uplift (website maintance, invoice processing, incidental legal)	1,500.00	-	-	-	\$1,500.00
<b>Total Outside Professional Fees</b>	<b>7,500.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,500.00</b>
<b><u>Outside Contractor Costs</u></b>					
HFR - Shaded Fuel Breaks, Evacuation Routes & Veg. Management	-	-	250,000.00	-	\$250,000.00
Defensible Space Chipping/Debris Removal	-	-	<b>250,000.00</b>	-	\$250,000.00
FSC 12% Contractor Admin Uplift:PO approval process, invoice processing, annual audit	-	-	60,000.00	-	\$60,000.00
<b>Total Outside Contractor Costs</b>	<b>-</b>	<b>-</b>	<b>560,000.00</b>	<b>-</b>	<b>560,000.00</b>
<b><u>FSC Other Costs</u></b>					
Supplies and materials: chipping pile tags, flagging tape, signage for project sites etc	-	-	3,000.00	-	\$3,000.00
FSC Personnel Mileage Reimbursement	-	4,812.50	10,500.00	-	\$15,312.50
FSC 25% Other Costs Uplift: offsets processing time, software license etc. Percentage is advantageous because travel and purchases vary widely between slow/busy season, fire and rain season etc.	-	1,203.13	3,375.00	-	\$4,578.13
<b>Total FSC Other Costs</b>	<b>-</b>	<b>6,015.63</b>	<b>16,875.00</b>	<b>-</b>	<b>22,890.63</b>
<b>Total Contact Costs</b>	<b>\$10,000.00</b>	<b>\$74,765.63</b>	<b>\$726,875.00</b>	<b>\$25,000.00</b>	<b>\$836,640.63</b>