



**Los Altos Hills County Fire District
Professional Services Agreement Summary Sheet
Santa Clara County Firesafe Council**

Professional Services Agreement of January 19, 2021

- A Professional Services Agreement was approved on January 19, 2021 by the Los Altos Hills County Fire District (LAHCFD) Board of Commissioners with Santa Clara County FireSafe Council for Program Services for: Communications, Outreach and Education (COE) that includes Home Ignition Zone (HIZ) Surveys; Hazardous Fuel Reduction (HFR) services to include shaded fuel breaks, Defensible Space Brush Chipping and Debris Removal Program Services, and Planning services in an amount not to exceed \$779,188.00 for calendar year 2021 for a period of two-years from January 20, 2021 through January 19, 2023.
https://www.lahcfd.org/download/january-19-2021-fire-district-commission-meeting/?wpdmdl=3293&refresh=636f147841dd81668224120&ind=1610858887201&filename=2_0210119_LAHCFD_15A_FireSafe-Council-Service-Agreement.pdf

Amendment No. 1

- On November 16, 2021, the agreement was amended to adjust compensation for an amount not to exceed \$836,640.63 for the calendar year 2022, as allocated in the 2022 Exhibit B Budget, and extend the term of the agreement until December 31, 2023 effective January 1, 2022.
https://www.lahcfd.org/download/november-16-2021-fire-district-commission-meeting/?wpdmdl=3863&refresh=636f09d09ed091668221392&ind=1637050269990&filename=20211116_LAHCFD_4G_First-Amendment-FireSafe-Council-Agreement.pdf

Amendment No. 2

- On November 15, 2022, the agreement was amended to adjust compensation for an amount not to exceed \$1,391,722.50 for the calendar year 2023, as allocated in the 2023 Exhibit D Budget, effective January 1, 2023, with all other terms and conditions to remain the same.
https://www.lahcfd.org/download/november-15-2022-fire-district-commission-meeting/?wpdmdl=4396&refresh=6542b03356fd71698869299&ind=1668371297926&filename=1668371298wpdm_20221115_LAHCFD_09_Firesafe-Council-Agreement-Second-Amendment.pdf

Proposed Amendment No. 3

- On November 21, 2023, the Board of Commissioners is considering an amendment to the Agreement to extend the term to June 30, 2024, to adjust compensation for an amount not to exceed \$999,497.50, for January 1, 2024, through June 30, 2024, as allocated in the 2024 Exhibit E Budget, effective January 1, 2024, to update contact information, and to update program procedures in the scope of work, that has been reviewed and approved by County Counsel as to form and legality.

Attachments:

Attachment 1: Third Amendment to the Professional Services Agreement for Program Services with Santa Clara County FireSafe Council, dated January 19, 2021, to extend the term to June 30, 2024, to adjust compensation for an amount not to exceed \$999,497.50, for January 1, 2024, through June 30, 2024, as allocated in the 2024 Exhibit E budget, effective January 1, 2024, to update contact information, and to update program procedures in the scope of work, that has been reviewed and approved by County Counsel as to form and legality

AMENDMENT No. 3

**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. 3 (“Amendment No. 3”) 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 21st day of November, 2023.

RECITALS

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

WHEREAS, on November 16, 2021, District and Consultant executed an Amendment to the Agreement (“Amendment No. 1”) to adjust compensation for an amount not to exceed \$836,640.83 for the calendar year 2022, as allocated in the 2022 Exhibit B Budget, and to extend the term of the agreement until December 31, 2023, effective January 1, 2022; and

WHEREAS, on November 15, 2022, District and Consultant executed an Amendment to the Agreement (“Amendment No. 2”) to adjust compensation for an amount not to exceed \$1,391,722.50 for the calendar year 2023, as allocated in the 2023 Exhibit D Budget, effective January 1, 2023; and

WHEREAS, the District and Consultant now desire to enter into Amendment No. 3 to extend the term to June 30, 2024, to adjust compensation for an amount not to exceed \$999,497.50 for January 1, 2024, through June 30, 2024, as allocated in the 2024 Exhibit E Budget, effective January 1, 2024, to update contact information, and to update program procedures in the scope of work.

NOW, THEREFORE, 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 2.1. Consultant Representatives is hereby amended to delete “Eugenia Rendler, Managing Director,” and replace with “Amanda Brenner-Cannon, Program Director.”
2. Section 2.3. Conformance with Applicable Requirements is hereby amended to delete “Mark Warren,” and replace with “the Los Altos Hills County Fire District Board President.”
3. Section 4. TERM OF AGREEMENT is hereby amended to read:

“This Agreement shall be effective on January 19, 2021 through June 30, 2024, unless terminated earlier as set forth in Paragraph 6 below.”

4. Section 5.1. Payment 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 \$999,497.50 for January 1, 2024, through June 30, 2024, as stated on 2024 Exhibit E Budget, effective January 1, 2024, which is incorporated herein by this reference and attached hereto to this Third Amendment.”

5. Section 17. NOTICES is hereby amended to revise the contact information provided in the section labeled, “If to FireSafe Council,” and to add, “Amanda Brenner-Cannon: abrennecannon@sccfiresafe.org”.
6. Exhibit A-1 Santa Clara County FireSafe Council Scope of Work Communications, Outreach and Education (COE) shall be revised as follows. The bullets following the sentence which reads, “Home COE Services that may be provided under the terms and conditions of this Agreement are as follows,” shall be amended to read as follows:
 - LAHCFD shall attempt to provide SCCFSC 10 days advance notice of the following COE requests
 - Presentation or Video potential: Defensible-space, Wildfire Evacuation Workshop, Resilient Landscape and home hardening and any newly developed public presentations.
 - Upscale Hazardous Fuel Reduction work reports to outreach documents
 - Occasional attendance and presentation at LAHCFD Commission meetings.
 - Phone and email support
 - 0-5-foot Defensible Space Education
 - Website cross messaging
 - Potential Rebate Pilot Program
 - Survey evaluation tool: Satisfaction, Safety checklist
 - Mapping non users- target under-utilized areas
 - Firewise USA Regional Coordinator support. SCCFSC is recognized by CALFIRE as the Regional Liaison for Firewise USA®.
7. Exhibit A.1.a (COE Program Service: Hazardous Ignition Zone Assessment) shall be revised as follows:
 - a) The fourth bullet in Section 4 (Santa Clara County FireSafe Council Responsibilities) shall read: “FireSafe Council uses the NFPA assessment template or FireAside Assessment digital tool.”
 - b) The Home Ignition Zone Assessment sample forms (pages 17 – 19) shall be deleted.
8. Exhibit A.2.a (HFR Program Service: Defensible Space Brush Chipping and Debris Removal Program) shall be deleted in its entirety and replaced with Exhibit A.2.b (HFR Program Service: 2024 Defensible Space Brush Chipping and Debris Removal Program), attached hereto and incorporated herein.
9. Except as modified in this Amendment No. 3, 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. 3 shall control. If there is any conflict in the terms of this Amendment No. 3 with the exhibits or attachments, then the provisions of this Amendment No. 3 shall control.

10. Counterparts; Electronic/Digital Signatures. This Amendment No. 3 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. 3. Unless otherwise prohibited by law or District policy, the Parties agree that an electronic copy of this Amendment No. 3, or an electronically signed Amendment No. 3, has the same force and legal effect as the Amendment No. 3 executed with an original ink signature. The term “electronic copy of the Agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed Amendment No. 3 in a portable document format. The term “electronically signed Agreement” means a copy of the Amendment No. 3 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:**

Roger Spreen
Board President

**SANTA CLARA COUNTY
FIRESAFE COUNCIL:**

/S/

Seth Schalet
Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY:

/S/

Aaron Forbath
Deputy County Counsel

ATTEST:

Cori Vargas
District Clerk

Attachments

Attachment 1: Exhibit A.2.b - HFR Program Service: 2024 Defensible Space Brush Chipping and Debris Removal Program

Attachment 2: Exhibit E – January 1, 2024, to June 30, 2024 Program Service Budget

Exhibit A 2 b

HFR Program Service: 2024 Defensible Space Brush Chipping and Debris Removal Program

1. **Scope of Work:** The District's land is characterized by native brush, grasslands and trees, which are prone to wildfire. There is a danger that fire in this area could spread and consume significant areas of the District. To assist in reducing fire danger, the FireSafe Council will oversee a program that provides no cost chipping services for owners and residents of properties located in the District. Properties outside of District boundaries are not eligible for work supported by this Agreement. The program consists of chipping brush that substantially conforms to the District's existing chipping guidelines and governance, as described below and in the current year's Defensible Space Brush Chipping and Debris Removal Program Services Letter. The December 2023 Program Services Letter is attached and is subject to change upon mutual approval of the District and FireSafe Council.
2. **District Responsibilities:** The District will continue all outreach and direct mail to residents. This will include:
 - Management, oversight and organization of the 6 services areas and schedule as currently constituted. (see Area Schedule Targets below)
 - Preparation, creation and production of any direct mail or electronic deliverables as needed by the District to support the program and notify residents. At the District's discretion, these materials may include the Program Services letter, notices describing the monthly deadlines, and Resident Request cards to authorize entry for services.
 - Preparation and management of any postings for webpages with information about the program on District and/or Town of Los Altos Hills websites.
 - Forwarding residents' requests for on-call Services or requests for changes in service to FireSafe Council Program Manager/Coordinator and other appropriate FireSafe Council staff.
 - Provide timely monthly prepayments as needed to sufficiently fund the tree contractor reimbursement costs.
 - District Brush Chipping Team will coordinate and manage Weekly Brush Chipping meetings with FSC Program Manager/Coordinator.
3. **Area Schedule Targets:** The Area Schedule developed annually between the LAHCFD Special Projects coordinator and the FireSafe Council HFR coordinator is a target for brush chipping services on a monthly rotation to promote efficiency and effectiveness of planning, routing, and delivery of service to the designed Areas. In addition to the targeted monthly area, brush chipping services shall also be available out of area, and on an on-call basis. This Area Schedule can fluctuate for a variety of reasons including but not limited to: halt of brush chipping and debris hauling services due to weather conditions or Red Flag Warning Days, request by residents to reschedule service, requests for on-call service, scheduling of chipping crews or service, and necessary flexibility in program management.

<u>Month</u>	<u>Area</u>
Jan / July	1
Feb / Aug	2
March / Sept	3
April / Oct	4
May / Nov	5
June / Dec	6

4. **Santa Clara County FireSafe Council Responsibilities:** The FireSafe Council shall provide one HFR Program Manager/Coordinator and supportive personnel to oversee the project and address District concerns as needed. The FireSafe Council will execute a chipping program for the District's current chipping areas (see above table) as follows:

- *Utilize and maintain license for Fire Aside Chipper Day software for program registration and route optimization:* FireSafe Council will set up the registration portal, which will be linked from the LAHCFD website. Each month, FireSafe Council will open the following month's registration portal, according to mutually agreed upon schedule developed by LAHCFD and FireSafe Council Program Manager/Coordinator. Using FireAside software, FireSafe Council shall collect residents' contact information during registration process and receive authorization to enter their property for Brush Chipping Services. In the online registration process, FireSafe Council shall require residents to accept terms and conditions, including indemnification terms that have been reviewed and approved by LAHCFD. FireSafe Council will use the Fire Aside software to optimize the chipping route each month and will provide route and addresses to contractors.
- *Provide contractor services for on-call chipping and debris removal services for requests for piles to be removed after registration period has closed for the month.*
- *Cease chipping and debris hauling services due to weather conditions or on Red Flag Warning Days.*
- *Attend and participate in weekly Brush Chipping meetings with LAHCFD Brush Chipping team.*
- *Competitive Bidding:* Create monthly bid packages using the current FireSafe Council template, according to schedule developed by SCCFSC Program Manager/Coordinator and LAHCFD Program Manager. The bid packages will be sent to a minimum of three contractors for quotes. Contractors will be given three to five working days to respond. Only contractors that agree to adhere to the State of California's Prevailing Wage as per DIR will be awarded District jobs.
- *Chipping Contract Award and Chipping Schedules:* The FireSafe Project Manager/Coordinator will review the bid package quotes and select the winning contractor and confirm adherence to and compliance with all applicable laws. The Project Manager/Coordinator will request a PO using the established FireSafe Council PO process and guidelines. Once the PO is approved, the PO will be issued to the winning contractor and the Project Manager/Coordinator will notify the residents when chipping will occur. (only for residents who provided email address

on application)

- *Follow up:* The FireSafe Council Project Manager/Coordinator will oversee scheduling and execution of the chipping and disposal of debris. The Project Manager/Coordinator will follow up on any reports of missed locations and resolve. All locations for an "area" are to be chipped within the planned month, however, if a location is missed or demand exceeds capacity, the locations may be rolled into the next scheduled "area".
- *Reporting:* Create and send monthly completion reports back to District including locations served, total chipping volume, volume of chips hauled/left on site, satisfaction survey results, and any relevant notes.
- *Invoicing:* At the completion of the chipping window, provide contractors with monthly report to include number of working days, cubic yards of brush chipped, and any on-call services performed, which include number of residences and cubic yards of brush chipped. This report is provided to the contractor to assist them in creating an accurate invoice. SCCFSC Project Manager/Coordinator will review invoice from contractor and reconcile against bid prices, chipping services, and documented expenses (i.e. dump fees) before submitting to SCCFSC finance team for payment and to LAHCFD for records.
- *Share communications:* Provide District staff via forward or Bcc, with copies of correspondence between FSC and residents for any "Medium or Urgent Priority" emails, as defined in the "DSBC email response protocol," developed by FSC and LAHCFD Brush Chipping team. FSC will also report on these emails and contacts with residents at the Weekly Brush Chipping meeting.
- *Training and Quality Control of Selected Contractors:* The FireSafe Council Project Manager/Coordinator will provide contractors with devices equipped with Fire Aside chipping software and will train them on how to use the Fire Aside software in the field. FireSafe Council will ensure that contractors correctly document chipping services by locating, measuring, photographing, and chipping brush left by residents, adhering to notes and directions of residents, and leaving the area clean and free of trash or debris. Documentation is collected using the Fire Aside software and is uploaded to the cloud upon completion of each day of chipping.
- *Administer satisfaction survey:* At the completion of each monthly chipping service, SCCFSC Project Manager/Coordinator will send an email to residents who participated in the program, informing them of completion of the monthly service and requesting their participation in a satisfaction survey, via a link to the survey.

ATTACHMENTS:

Attachment 1: Sample Program Services Letter



Los Altos Hills County Fire District
P.O. Box 1766, Los Altos, CA 94023-1766

ATTACHMENT 1

Letter to: Residents of Los Altos Hills County Fire District AREA 6
From: Los Altos Hills County Fire District
RE: 2023 Defensible Space Brush Chipping and Debris Removal Program Services
in accordance with the Terms, Conditions, and Service Requirements set forth below.

How to sign up for Defensible Space Brush Chipping and Debris Removal Services.

Chipping window: **December 11-22, 2023 (but may extend through December 26-29 if needed)**

- Please fill out, sign, and return the enclosed card by November 27, 2023.** Your registration card **must be received by November 27, 2023**; please allow 5 business days for delivery.
YOUR NAME, EMAIL, PHONE, ADDRESS, SIGNATURE must be submitted on the enclosed CARD so that staff can contact you and for you to receive services.

Please use the notes section of the registration card or the webpage to share any relevant information that may be required for contractors to access your property (i.e., gates need to be unlocked; driveway is difficult to find or maneuver; pile location; etc.).
- You can also sign up online at <https://www.lahcfd.org/dsbregistration/>**
Please note that the online process has been updated. Feel free to reach out using the contact information below with any questions about the updated process.
- You can choose to keep chips or have chips hauled from your property.** If you choose to keep your chips, contractors will either spray or pile the chips near your brush pile location. They will not spread chips for you. If you choose to keep the chips, to comply with safety measures, you may only keep debris chipped from your property.

The following Terms, Conditions and Service Requirements are required for residents to receive services and for the program to work effectively and safely:

- By **December 10, 2023**, all cut brush must be stacked within 10-feet of your driveway entrance to the roadway on a level area by the date specified on the enclosed card or as otherwise directed by FireSafe Council and/or District staff.
- Stack piles with the cut ends facing the driveway or roadway. For safety, do not stockpile cut brush within 10 feet of public or private roads.
- The only items that will be chipped are tree limbs and cut brush. Any tree or brush limbs that are more than 4-inches in diameter cannot be chipped.
- To receive Services, please be sure that these items are not in or among the cut brush piles:
 - No wood larger than 4-inches diameter, and no items of treated wood or lumber
 - No lawn trimmings or construction debris, sod, yucca, ice plant, bamboo, stumps, pampas grass, palm fronds, cactus, rock, dirt, and leaves without branches
 - NO POISON OAK
- To receive Services, resident must cooperate, be respectful and maintain appropriate communication by phone or email at all times with personnel and contractors acting on behalf of the Fire District and FireSafe Council.

6. Complete, sign, and return the enclosed card acknowledging the Terms, Conditions and Service Requirements stated in this letter and the authorization to enter onto your property, and to indemnify, defend and hold harmless the Fire District, Santa Clara County FireSafe Council and their related parties. However, the defense, indemnity, and hold harmless requirement shall not apply to the District/Fire Safe Council and their related parties' sole negligence and/or willful misconduct arising out of the Services provided.

Services will not be performed at properties that fail to follow all Terms, Conditions, and Service Requirements and/or do not provide all requested information.

We look forward to assisting you with your property hardening and property hygiene efforts. If you have any questions, please contact the Santa Clara County FireSafe Council at 408-975-9591 or the Los Altos Hills County Fire District at 650-949-1044 or **visit us online at** <https://www.lahcfd.org/programs-for-residents/dsbc-program/>

What is the Defensible Space Brush Chipping and Debris Removal Program?

In the interest of fire prevention, life safety, and property protection, the Los Altos Hills County Fire District ("Fire District") encourages residents to create defensible space around structures on their property and reduce fire fuels by utilizing techniques of Shelter-in-Yard, property hygiene, and property and structure hardening.

In cooperation with Santa Clara County FireSafe Council, the Fire District is pleased to offer the Defensible Space Brush Chipping and Debris Removal (DSBC) Program to chip and remove debris associated with residents' fire fuel reduction activities. Residents may use the DSBC Program for chipping and removing the branches, limbs, and brush associated with property hygiene activities from their property. The DSBC Program services ("Services") are provided to District residents at no cost, twice per year. Tree limbs, branches, and brush to be removed shall be stacked in accordance with Fire District requirements, as stated above. Services for Area 6 begin December 2023, or thereafter, as conditions permit.

Fire Science Guidelines - Residents are encouraged to make their home more defensible against a wildland fire by removing hazardous brush, tree limbs, and vegetation. **Fire science guidelines recommend clearing or pruning flammable vegetation to create defensible space from 0-100-feet from structures and to create a zero brush, tree limb, or vegetation zone from 0-5-feet from the structure.** Use noncombustible materials such as rock, stone pavers, cement, bare earth, gravel, or sand within the 0-5-foot zone. **Use of mulch or chips within the 0-5-foot zone is not recommended.** Tree limbs should be cut that are within 10-feet of chimneys and trees that are 18-feet or taller should be limbed a minimum of 6-feet above the ground. Guidelines for creating defensible space are found here:

<https://sccfiresafe.org/prepare/creating-defensible-space/>

Los Altos Hills County Fire District-Santa Clara County FireSafe Council 2023 Agreement Exhibit E

	Total Admin and General	Total Community Outreach and Education (COE)	Total Hazardous Fuels Reduction (HFR)	Total Planning	TOTAL CONTRACT
<u>Personnel Costs</u>					
SCCFSC Personnel Costs	\$2,000.00	\$100,000.00	\$120,000.00	\$10,000.00	\$232,000.00
Please see Table 2 for personnel rates					
Total SCCFSC Personnel Costs	2,000.00	100,000.00	120,000.00	10,000.00	232,000.00
<u>Professional Fees</u>					
Outside Professional Fees: bookkeeping and grant manager services, potential legal costs)	3,000.00	-	-	-	\$3,000.00
FSC 25% Professional Fees Uplift (Quicken, audit services, website maintenance, invoice processing, incidental legal)	750.00	-	-	-	\$750.00
Total Outside Professional Fees	3,750.00	-	-	-	3,750.00
<u>Outside Contractor Costs</u>					
HFR - Shaded Fuel Breaks, Evacuation Routes, Vegetation Management	-	-	230,000.00	-	\$230,000.00
Defensible Space Chipping, Debris Removal,			375,000.00	-	\$375,000.00
Fire Aside software license for Chipper Day and Dspace tool	3,250.00		9,750.00	-	\$13,000.00
HIZ Rebates	45,000.00			-	\$45,000.00
FSC 12% Contractor Admin Uplift: PO approval process, invoice processing, annual audit	5,790.00	-	73,770.00	-	\$79,560.00
Total Outside Contractor Costs	54,040.00	-	688,520.00	-	742,560.00
<u>FSC Other Costs</u>					
Supplies, materials: chipping pile tags, flagging tape, signage for project sites etc			1,500.00	-	\$1,500.00
FSC Personnel Mileage Reimbursement	50.00	7,000.00	8,400.00	-	\$15,450.00
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.	12.50	1,750.00	2,475.00	-	\$4,237.50
Total FSC Other Costs	62.50	8,750.00	12,375.00	-	21,187.50
Total Contact Costs	\$59,852.50	\$108,750.00	\$820,895.00	\$10,000.00	\$999,497.50