

Agreement No. Resolution No. 080480

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Woodside Fire Protection District

This Agreement is entered into this Monday, July 1, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Woodside Fire Protection District, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that the Contractor be retained for enhanced fire protection services to the communities of Los Trancos Woods and Vista Verde Neighborhoods in Unincorporated San Mateo County.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Maps of Designated Service Areas

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Six Hundred Thousand Dollars and Zero Cents (\$600,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Monday, July 1, 2024 through Tuesday, June 30, 2026.

5. Termination

This Agreement may be terminated by Contractor or by the Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Mutual Indemnity

Each party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage caused by or as a result of negligent

or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

10.1. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County’s Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor’s coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

10.2. Workers’ Compensation and Employer’s Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability..... \$1,000,000

(b) Motor Vehicle Liability Insurance..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

12.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

12.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

12.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

12.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

12.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

12.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

12.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

12.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Tim Cheng/Traffic Engineer
Address: 752 Chestnut Street, Redwood City, CA, 94063
Telephone: (650) 599-1481
Email: tcheng@smcgov.org

In the case of Contractor, to:

Name/Title: Woodside Fire Protection District
Address: 808 Portola Road, Portola Valley, CA 94028
Telephone: (650)530-2840
Email: kgiuliacci@woodsidefire.org

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Rehabilitation Act of 1973

Refer to the attachment required to be completed by the Contractor.

21. SB1383

21.1. Mandatory Recovered Organic Waste Product Procurement

Contractor hereby certifies that:

1. Any compost provided pursuant to this Agreement by the Contractor:

a. was sourced from the list below or otherwise meets the requirements of [14 CCR Section 18993.1](#) and counts toward the County's CA SB 1383 procurement target; and

b. is US Composting Council Seal of Testing Assurance (STA) certified, Organic Materials Review Institute (OMRI) certified or was produced at a community composting operation located within San Mateo County.

2. Any mulch provided by Contractor pursuant to this agreement was sourced from the list below or otherwise meets the requirements of [14 CCR Section 18993.1](#) and counts toward the County's CA SB 1383 procurement target.

3. Any renewable natural gas made from recovered organic waste provided by Contractor pursuant to this Agreement was sourced from the list below or otherwise meets the requirements of [14 CCR Section 18993.1](#) and counts toward the County's CA SB 1383 procurement target.

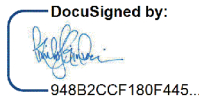
A list of eligible compost, mulch, renewable natural gas products meeting the specifications of this Agreement can be found here: <https://www.smcsustainability.org/find-compost-mulch-rng-products>

Contractor shall provide County with documentation of all compost, mulch, and renewable natural gas product procurement and use completed pursuant to this Agreement quarterly using the Compost, Mulch, and Renewable Natural Gas Procurement Reporting Form found here: [Compost Mulch and Renewable Natural Gas Procurement Reporting Form](#)

County reserves the right to make changes to the reporting form and to request additional information. More information on the County's compost, mulch, and renewable natural gas procurement policy can be found here: <https://www.smcsustainability.org/sb1383procurementcompliance>

I certify that the above information is correct to the best of my knowledge and agree to provide the documentation as required above.

Signature: DocuSigned by:



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
Name: Kimberly Giuliacci

Date: 5/29/2024


SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Woodside Fire Protection District

<p>DocuSigned by:  <small>948B2CCF180F445...</small></p>	<p>5/29/2024</p>	<p>kimberly giuliacci</p>
<p>Contractor Signature</p>	<p>Date</p>	<p>Contractor Name (please print)</p>

COUNTY OF SAN MATEO

By:  Resolution No. 080480
 President, Board of Supervisors, San Mateo County

Date: June 25, 2024

ATTEST:

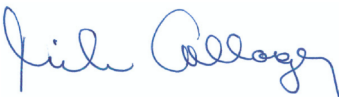
By: 
 Clerk of Said Board

Exhibit A – Enhanced Fire Prevention Services

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. **Scope of Enhanced Fire Protection Services:**

The Contractor shall provide Enhanced Fire Protection Services within the Enhanced Fire Protection Sub-Zone outlined in Exhibit C (Maps of Designated Service Areas). Enhanced Fire Protection Services shall be defined as follows:

- (a) Vegetation management adjacent to roads within the community, and roads in the Town of Portola Valley (Portola Valley) that lead to the community.
- (b) Vegetation management in the buffer space between the community and Portola Valley and other surrounding park and open space areas.
- (c) Vegetation management of 126 Lake Road and the Lake just north and east of the intersection of Old Spanish Trail and Lake Road.
- (d) Incentives for private homeowners to:
 - 1) Manage vegetation in front of and around their homes to improve exit route safety and create or improve defensible space.
 - 2) Harden or otherwise protect their homes from the effects of flying embers.
- (e) Local support for Emergency Preparedness in Communities (EPIC) for the area encompassed by County Maintenance District 1 (CMD1).
- (f) On a semi-annual basis or more, the Contractor will perform the following maintenance activities: eradication of invasive weeds, poison oak and French Broom, weed abatement along the roadway while protecting all native species.
- (g) Additional services, as the Fire Marshall of the WFPD deems necessary, practicable, and available to supplement the standard Fire Protection services.

2. **Definitions:**

- (a) **Enhanced Fire Protection Sub-Zone.** “Enhanced Fire Protection Sub-Zone” means all that territory (parcels and streets) within the County Maintenance District 1 (CMD1) as set forth in more detail in Exhibit C.
- (b) **Fiscal Year.** “Fiscal Year” means the twelve-month period commencing on July 1 of any year and ending on June 30 of the following year.

3. Upon provision of a written request to the County, Contractor may request to hold/reserve money to be used in a future fiscal year for a program that cannot be completed in one fiscal year or for which funds must be accumulated over time to pay for such program. The County shall not unreasonably deny any such request. Any money which is held shall only be used for Enhanced Fire Protection Services within the CMD1.

4. CMD1 shall create a subcommittee composed of residents of the CMD1, Community Advisory Council (CAC) to serve as advisory to the CMD1. The CAC shall meet with the Fire Marshall or the Fire Marshall's designee at regularly scheduled meetings of no less than twice a year to discuss the Enhanced Fire Protection Services currently being provided and what changes, if any, should be made regarding services for the upcoming year.

5. Notwithstanding anything to the contrary in this Exhibit A, the Fire Marshall of the WFPD shall have authority to determine how best to provide enhanced fire protection to the area served by the CMD1 within the tasks and budget outlined in the table in Exhibit B. Before exercising discretion to suspend or add a new program, the Fire Marshall shall meet with the CAC. The express intent of this Agreement is to provide funding for Enhanced Fire Protection Services and for the Fire Chief in consultation with the CAC to use the District's knowledge and expertise to provide Enhanced Fire Protection Services in the most efficient manner possible to reflect the advances in firefighting and changes in need for Enhanced Fire Protection Services in the CMD1.

Exhibit B – Payments and Rates

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

- 1) For term of July 1, 2024 through June 30, 2026, the County agrees to reimburse WFPD for services provided to the CMD1 as described in Exhibit A and the Annual Budget Table below, in an amount not to exceed Six Hundred Thousand Dollars (\$600,000).
- 2) WFPD shall invoice the County in an amount equal to the time and materials expended during the preceding period. County shall pay such an amount to WFPD within thirty (30) Days of receipt of the invoice from WFPD. The invoice from WFPD shall be sent to the address stated in Section 17 of this agreement. Under no circumstances shall the total compensation to WFPD approved by the County for services provided to the CMD1 exceed Six Hundred Thousand Dollars, (\$600,000) over the two-year term, unless the County and WFPD amend this Agreement in writing.

Notwithstanding anything contrary in this Agreement under no circumstances shall any funds of the CMD1 be used to fund or pay for any items that are not Enhanced Fire Protection Services. Under this Agreement, County shall have no responsibility for, nor shall it pay for services other than Enhanced Fire Protection Services provided by WFPD to the areas encompassed by the CMD1. Furthermore, WFPD shall represent in each application for payment, that the payment requested is solely for the provision of Enhanced Fire Protection Services.

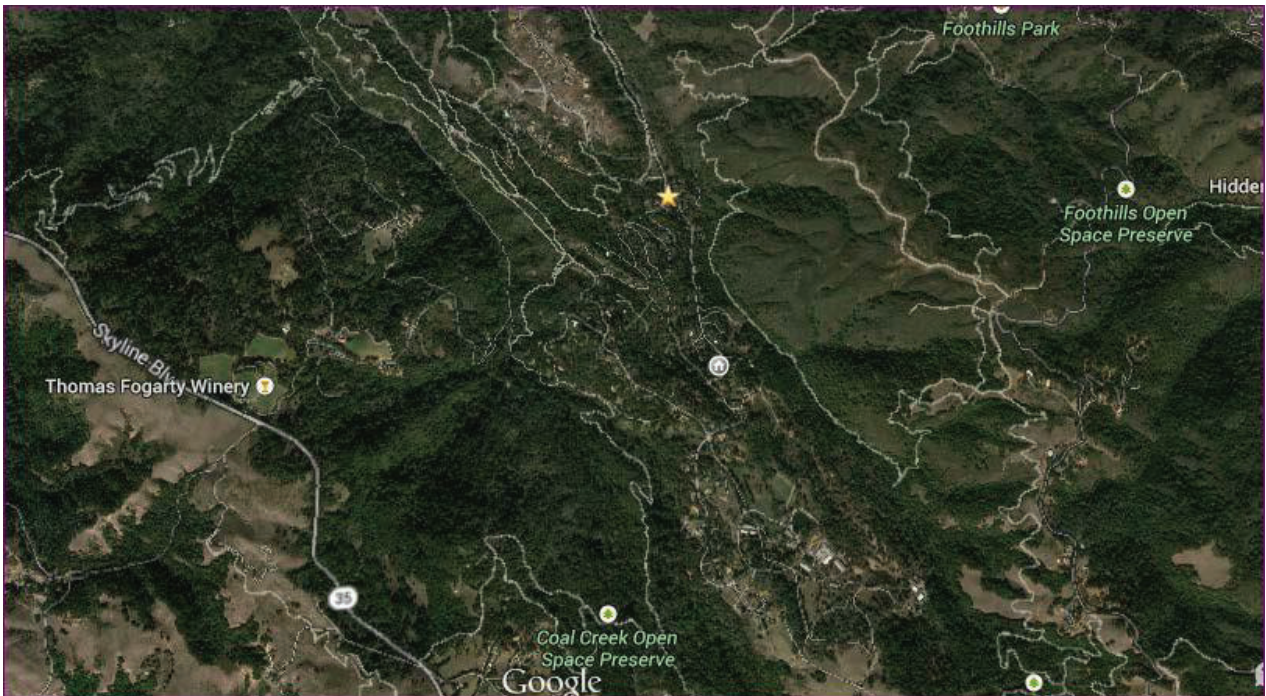
Fire Safety Enhancement Objectives for County Maintenance District 1

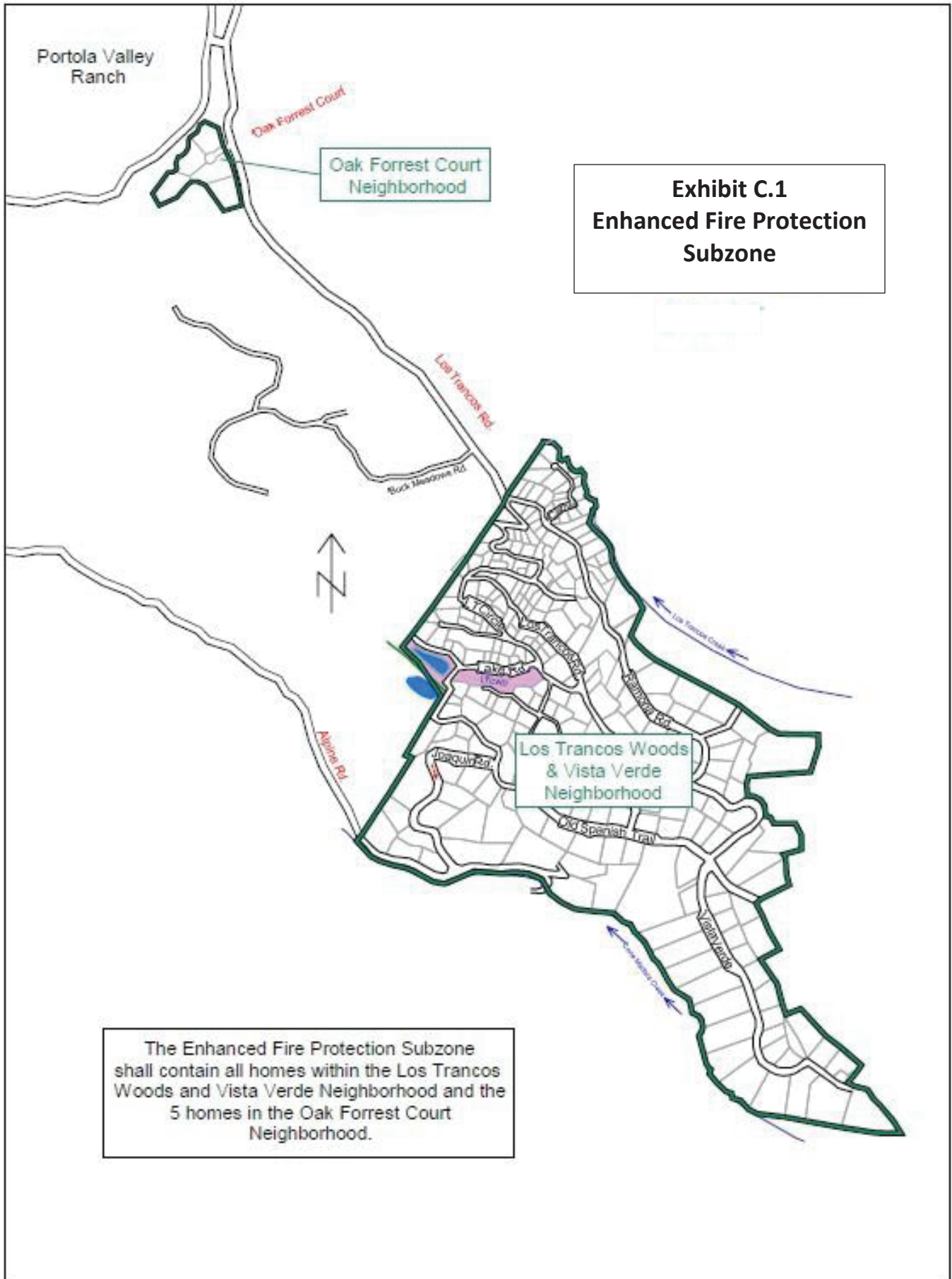
ANNUAL BUDGET

WFPD LTCMD Proposed Budget 07/01/2024-06/30/2026	DESCRIPTION	YR #1 (24-25)	YR #2 (25-26)	Total (2-yr contract)
1. Fire Prevention Incentive Program	Home hardening and defensible space incentive program. Increase from \$5,000 to \$7,500 to align with higher labor costs.	\$ 228,000.00	\$ 228,000.00	\$ 456,000.00
2. Land Stewardship & Maintenance	Fuel reduction, weed abatement and maintenance of 126 Lake Rd (1.92 acre parcel transferred to WFPD, includes the red shed) and two adjacent lake parcels (3.2 acres that includes partially fenced lake) with an MROSD conservation easement.	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00
3. Alpine Road shaded fuel break	Shaded fuel break work on Alpine Rd in unincorporated SMC between upper Rapley Trail Rd and the Alpine Rd trailhead.	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
4. Advertising/Postage	Promotion of fire prevention incentive program within the district including postage, banners/signage, community meetings and outreach.	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
5. WFPD inspections, FM and admin costs	Costs related to district community-specific home hardening and defensible space programs	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00
6. Community Emergency Preparation	E-Prep initiatives/training, capital equipment and durable supplies including radio equipment, upgrades, repairs, etc. Community biennial (every 2 yrs) emergency guide publication.	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
7. District Chipping Program	Funds chipper and crew for one additional curbside chipping day, usually in the fall.	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
Contingency	Contingency for above line items.	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00
	Totals	\$ 300,000.00	\$300,000.00	\$ 600,000.00
	Not-to-Exceed Agreement Limits			\$ 600,000.00

EXHIBIT C – MAPS OF DESIGNATED SERVICE AREA

General Area of Los Trancos Woods and Vista Verde Neighborhoods in the Unincorporated San Mateo County





ATTACHMENT I**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Kimberly Giuliani

Name of Contractor(s): Woodside Fire Protection District

Street Address or P.O. Box: 808 Portola Road

City, State, Zip Code: Portola Valley, CA 94028

I certify that the above information is complete and correct to the best of my knowledge

Signature:

DocuSigned by:

 948B2CCF180F445...

Title of Authorized Official: Fire Marshall

Date: 5/29/2024

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."