

AMENDMENT NO. 2 TO AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND WOODSIDE FIRE PROTECTION DISTRICT

THIS AMENDMENT TO THE AGREEMENT, entered on the ____ day of _____ 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Woodside Fire Protection District, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, on June 23, 2020, the County and Contractor entered into an Agreement for Enhanced Fire Protection Services to the communities of Los Trancos Woods and Vista Verde from July 1, 2020 through June 30, 2022 in an amount not-to-exceed \$400,000, as approved by Board of Supervisor's Resolution No. 077516; and

WHEREAS, on June 29, 2021, the County and Contractor amended the Agreement with Amendment No. 1 increasing the Not-To-Exceed amount from \$400,000 to \$480,000 with no other changes in the terms, as approved by Board of Supervisor's Resolution No. 078294; and

WHEREAS, the County and Contractor wish to amend the Agreement with Amendment No. 2 by \$108,770 to a new Not-to-Exceed amount of \$558,770, and extending the term from June 30, 2022 to June 30, 2023.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement is amended to read as follows:

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; Part 1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit A: Part 2. 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 Five Hundred Eighty Eight Thousand Seven Hundred Seventy Dollars, (\$588,770).

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.

2. Section 4 is amended to the Agreement to read as follows:

Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 01, 2020, through June 30, 2023.

3. Exhibits A, B, and C to the Agreement are to be replaced with Revised Exhibits A, B, and C (rev. 6/28/2022) attached hereto.
4. **All other terms and conditions of the agreement dated June 23, 2020, and Amendment No. 1 dated June 29, 2021, between the County and Contractor shall remain in full force and effect.**

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

Don Bullard 6/24/22 Don Bullard
Contractor Signature Date Contractor Name (please print)



COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Exhibit A – Enhanced Fire Prevention Services (Amendment No. 2)

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

1. **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.

2. **Scope of Enhanced Fire Protection Services Provided.**

In consideration of the payments by the CMD1 to the Contractor as herein provided, the Contractor agrees to furnish Enhanced Fire Protection Services within the Enhanced Fire Protection Sub-Zone. 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 that lead to the community. (Exhibit C).
 - (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 Citizen’s Emergency Response Preparedness Program (CERPP) for the area encompassed by CMD1.
 - (f) On a semi-annual basis or more, the WFPD 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 service, as the Chief of the Fire Department deems necessary, practicable, and available to supplement the standard Fire Protection services.
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 Chief or the Chief's designee at regularly scheduled meetings of no less than twice a year to discuss the Enhanced Fire Protection Services then 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 Chief of the Woodside Fire Protection District 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 Exhibit A – Part 1. Before exercising discretion to suspend or add a new program the Fire Chief 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 manner those 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 A Part 1 (Amendment No. 2)**Fire Safety Enhancement Objectives for County Maintenance District 1****ANNUAL BUDGET**

DESCRIPTION	YR #1 (20-21)	YR #2 (21-22)	YR #3 (22-23)	Total (3-yr contract)
1. Home Hardening, as identified per the Woodside Fire Protection District's "Los Trancos & Vista Verde Incentive Program for Defensible Space"	\$ 100,000.00	\$ 100,000.00	\$ 74,270	\$ 274,270.00
2. Continue Shaded Fuel Break and other fuel mitigation along Los Trancos Rd. May include professional services from botanist and biologists for invasive weed control.	\$ 10,000.00	\$ 10,000.00	\$ 0.00	\$ 20,000.00
3. Lake Rd. & area around lakes: Weed clearing per year	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00
4. Alpine Rd. shaded fuel break: Mechanical and Crew	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 25,000.00
5. Scotch broom and thistle removal	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00
6. Target Hazard tree removal	\$ 30,000.00	\$ 30,000.00	\$ 0.00	\$ 60,000.00
7. Advertising/Postage - Informational Mailers and Banners	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 4,000.00
8. WFPD Inspections, FM and Administrative Costs	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 50,000.00
9. Emergency Preparedness Supplies/Equipment	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,500.00
10. Extra chipping day (3rd)	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00
11. Shake Roof Program	\$ 0.00	\$ 80,000.00	\$ 0.00	\$ 80,000.00
*Contingency to be utilized for items listed in 1 -10	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 35,000.00
Use of funds from the contingency, budget shall be recommended by the CAC in writing to DPW. A written response determining authorization from DPW shall be generated to the CAC and WFPD within three business days.				
Totals	\$ 200,000.00	\$ 280,000.00	\$ 108,770.00	\$ 588,770.00
Not-to-Exceed Agreement Limits				\$ 588,770.00

Exhibit B: Payments and Rates (Amendment No. 2)

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, 2022 through June 30, 2023, the County agrees to reimburse the WFPD for services provided to the CMD1 as described in Exhibit A Part 1 in an amount not to exceed Five Hundred and Eighty Eight Thousand Seven Hundred and Seventy Dollars, (\$588,770).

- 2) The Contractor 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 the Contractor within thirty (30) Days of receipt of the Contractor's invoice. The Contractor's invoice shall be sent to the address stated in Section 17 of this agreement. Under no circumstances shall the total compensation to Contractor approved by the County for services provided to the CMD1 a not to exceed Five Hundred and Eighty Eight Thousand Seven Hundred and Seventy Dollars, (\$588,770) over the three-year term, unless the County and Contractor 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 Contractor to the areas encompassed by the CMD1. Furthermore, Contractor shall represent in each application for payment that the payment requested is solely for the provision of Enhanced Fire Protection Services.

EXHIBIT C – MAPS OF DESIGNATED SERVICE AREA

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



