



City of Palo Alto

City Council Staff Report

(ID # 7585)

Report Type: Consent Calendar

Meeting Date: 2/13/2017

Summary Title: Santa Clara County Firesafe Council Agreement Amendment

Title: Approval of an Amendment to Stewardship Agreement Number S13147834 With Santa Clara County Fire Safe Council for an Additional Amount of \$181,500 Annually for Three Years for a Total Amount Not-to-exceed \$987,630 to Implement Elements of the Foothills Fire Plan (an Interdepartmental Initiative of Fire, Community Services, and Public Works) and Extend the Term two Years to June 30, 2020

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council approve and authorize the City Manager or his designee to execute an amendment to Stewardship Agreement S13147834 (Attachment A) with the Santa Clara County Fire Safe Council to add \$181,500 annually and extend the term two years, for a total amount not to exceed \$987,630.67 and term of seven years for an expanded scope of services.

Executive Summary

The contract with the Santa Clara County Fire Safe Council (SCCFSC) was initially established through Capital Improvement Program project Foothills Wildland Fire Mitigation PO-12003, to implement specific fuels treatment elements of the Foothills Fire Management Plan (adopted by Council in May 2009) that were beyond staff resources. Since then, tasks such as roadside clearing, vegetation management, and fuels assessment have required interdepartmental coordination and contract management meriting consolidation of multiple contracts into an amendment with the Santa Clara County Fire Safe Council.

Background

Stewardship Agreement S13147834 was signed in July 2013 to ensure the Santa

Clara County Fire Safe Council (SCCFSC) and City of Palo Alto cooperate in the preservation, protection and enhancement of the Foothills Fire Management Plan project area.

In 2015, the Parks and Recreation Commission recommended to Finance Committee and Council (Attachment B pages 1 and 3, respectively) funding departments and levels for ongoing implementation of the Foothills Fire Plan. As part of the Fiscal Year 2016 Adopted Operating Budget annual funding was appropriated.

An interdepartmental committee was established, consisting of Community Services, Public Works, Fire, Office of Emergency Services and Utilities Departments staff and they evaluated plan recommendations to identify tasks that could be more effectively and cost efficiently delivered by SCCFSC. The interdepartmental committee manages implementation of the Foothills Fire Plan, the agreement with the SCCFSC and an initial annual budget of \$50,000 for tasks completed by SCCFSC.

Discussion

The continued scope of services includes roadside vegetation clearing, vegetation management in Foothills Park and open space preserves, fuels and fire danger assessments, and education, outreach and partnership programs for fire prevention or preparedness.

Delay or denial of the amendment would delay fire prevention and pre-suppression thereby increasing fire danger.

The SCCFSC has proven capable and efficient in implementing desired tasks, therefore an amendment to the stewardship agreement is recommended.

Timeline

The current 5-year stewardship agreement will expire on April 30, 2017. If approved, the amendment would extend the agreement to seven years for a June 30, 2020 expiration date.

Resource Impact

Funding is available in Fiscal Year 2017 departmental budgets to implement all

recommended tasks in the Foothills Fire Plan for the current year, including \$60,000 from Fire, \$54,800 from Public Works, and \$66,700 from Community Services, for a total of \$181,500. This funding will also be recommended to remain in the Fiscal Year 2018 Budget and ongoing as part of the upcoming FY 2018 Budget Process.

Policy Implications

This recommendation does not represent any change to existing City policies.

Environmental Review (If Applicable)

The recommended action is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(h) (maintenance of existing landscape).

Attachments:

- Attachment A: S13147834 Santa Clara Fire Safe Council- Amendment No.1-Final
- Attachment B: PRC recommendation to Council 28 April 2015

**AMENDMENT NO. 1 TO CONTRACT NO. S13147834
BETWEEN THE CITY OF PALO ALTO AND
THE SANTA CLARA FIRE SAFE COUNCIL INC**

This Amendment No. 1 to Contract No. S13147834 (“Contract”) is entered into February 13, 2017, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and Santa Clara County Fire Safe Council Inc., a California public benefit corporation organized under the California Nonprofit Public Benefit Corporation Law, located at 2053 Lincoln Avenue, Suite B, San Jose, California 95125 (“STEWARD”).

RECITALS

A. The Contract was entered into between the parties for the provision of fire assessment, prevention, outreach and education, fuels treatment, and other purposes outlined in the Foothills Fire Management Plan (“FFMP”) and approved annual work plans.

B. The parties now wish to amend the Contract to expand the scope of services, and extend the term for an additional two years, with a corresponding increase in the compensation.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Subsection 2.1 of Section 2 of the Agreement, entitled “**SCOPE OF SERVICES**” is hereby amended include the additional responsibility set forth in items E and G below, to read as follows:

2.2 The STEWARD shall:

- A. Coordinate all its activities in the FFMP Project Area with the City Manager or designee.
- B. Under the direction of the CITY, perform road clearing and other fuel reduction activities in accordance with the Plan.
- C. Under the direction of the CITY, provide and staff educational programs to educate the public about Defensible Space and wildfire protection.
- D. Under the direction of the CITY, provide chipping and other fuel reduction services to City resident and homeowners.
- E. Under direction of the City, assess vegetative fuel loads and recommend treatments or fire prevention measures

- F. Under the direction of the CITY, mobilize volunteers for STEWARD's FFMP Project Area projects and programs.
- G. Under the direction of the CITY, organize fundraising efforts for STEWARD's FFMP Project Area projects and programs.
- H. Within one-hundred twenty (120) days after the Parties' execution of the Agreement, and thereafter on or before October 1 of each subsequent year during the term of this Agreement, the STEWARD shall submit to the City Manager, or designee, a proposed written annual work plan of activities to be carried out in the FFMP Project Area during the current fiscal year (the "Work Plan"). Within 120 days of Agreement execution and thereafter on or before December 1 of each subsequent year, the STEWARD shall submit a proposed budget and request for CITY funding for the following fiscal year. The STEWARD and the City Manager, or designee, shall jointly review the Work Plan, the budget, and any request for CITY funding, and shall jointly develop performance objectives and standards for the STEWARD'S activities to be incorporated into the Work Plan. Upon approval, the City Manager, or designee, shall forward any budget request to the City Council in accordance with the CITY's annual budget process. Any payments from approved requests for CITY funding will be made on an invoiced basis following completion of one or more approved activities as outlined in the annual Work Plan. Invoices shall be submitted no more frequently than monthly. Activities that may be included in annual Work Plans may include, but are not limited to the issues identified in this section.
- I. As of September 1, 2014, and on or before September 1 of each succeeding fiscal year during the term of this Agreement, the STEWARD and the City Manager, or designee, shall conduct a performance review, indicating the activities that have been carried out in the FFMP Project Area for the past fiscal year, and conformance to the agreed upon performance objectives and standards. The performance review shall serve as a basis for consideration of any requests for extension of the term of this agreement and related funding.
- J. The STEWARD may perform other services related to the preservation, protection and enhancement of the FFMP Project Area, as approved, in writing, by the CITY

SECTION 2. Subsection 2.4 of Section 2 of the Agreement, entitled "**SCOPE OF SERVICES**" is hereby amended increase compensation, to read as follows:

- 2.4 As compensation for the services fully and faithfully being provided during the Term specified in Section 3.1 by the STEWARD hereunder, the CITY shall pay the STEWARD the first year's payment upon signing and receipt of the STEWARD'S invoice and thereafter at the beginning of each following fiscal year commencing July 1, 2014, the amount of fifty thousand dollars (\$50,000.00) for year 1, year 2 and year 3. The CITY shall pay the STEWARD'S invoices for activities completed in an approved annual work plan, the amount not to exceed two hundred ninety three thousand one hundred thirty one dollars (\$293,131.00) for year 4.

The CITY shall pay the STEWARD'S invoices for activities completed in an approved annual work plan, the amount not to exceed one hundred eighty-one thousand five hundred dollars (\$181,500.00) per each year, for year 5, year 6 and year 7. The cumulative total not-to-exceed amount under this Contract is Nine Hundred eighty seven thousand six hundred thirty one Dollars (\$987,631.00).

SECTION 3. Subsection 2.5 of Section 2 of the Agreement, entitled "**SCOPE OF SERVICES**" is hereby deleted in its entirety.

~~2.5 — The payment amount set forth in Section 2.4 above will be adjusted on each July 1 of FY 2014-15, FY 2015-16 and FY 2016-17. The amount of the adjusted compensation will be negotiated by the Parties on or before July 1 of 2014, 2015 and 2016, respectively, and be based on an adjustment factor reflected in the Consumer Price Index—All Urban Consumers for the San Francisco-Oakland-San Jose MSA. FY 2013-14 will be considered the base year 100 for purposes of the adjustment calculation.~~

SECTION 4. Section 3 of the Agreement, entitled "**TERM: EXTENSION; TERMINATION**" is hereby amended to extend the termination date from June 30, 2018 to June 30, 2020, and delete the provision providing for periodic extensions, to read as follows:

3.1 The term of this Agreement (the "Term") shall be seven (7) years, commencing on July 1, 2013, unless it is earlier terminated as herein provided.

3.2 Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice given to the other Party. Upon such written notice delivered to STEWARD, it will promptly discontinue its performance of services.

3.3 **Ownership of Materials.** Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. STEWARD agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and STEWARD waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY, but retains a non-exclusive right to continue to use all such items, which are not the CITY's confidential materials or documents. STEWARD makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work nor use by the CITY or others in the future.

3.4 Upon a suspension or termination, STEWARD shall thereafter deliver to the CITY Manager, within a reasonable time, a copy of the studies, sketches, drawings, computations, and other data, whether or not completed, which have not been previously delivered to the CITY, prepared by STEWARD or its contractors, if any, or given to STEWARD or its

contractors, if any, and are connected with this Agreement. Such materials will become the property of CITY.

3.5 Upon a suspension or termination by CITY, STEWARD will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by STEWARD, CITY will be obligated to compensate STEWARD only for the greater of the portion of STEWARD's services which are of direct and immediate benefit to CITY or the portion(s) which the CITY may utilize, as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion.

3.6 No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 5. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager (Contract over \$85k)
Purchasing Manager (Contract over \$25k)
Contracts Administrator (Contract under \$25k)

APPROVED AS TO FORM:

City Attorney or designee
(Contract over \$25k)

Contracts Administrator
(Checklist Approval)

**SANTA CLARA FIRE SAFE COUNCIL
INC.**

Officer 1

By:

Name:

Title:

Officer 2 (Required for Corp. or LLC)

By:

Name:

Title:

Memorandum

DATE: April 28, 2015

TO: Finance Committee

FROM: Parks and Recreation Commission

REGARDING: Support for Funding to Implement the Foothills Fire Management Plan.

The Foothills Fire Management Plan was adopted by Council on May 18, 2009. The objectives of the plan are: life safety, structure and infrastructure protection, ignition prevention, fire containment, and natural resource protection and enhancement. The plan was developed with lesson learned from the Oakland Hills Fire and the associated loss of lives. Palo Alto's foothills have very similar conditions to the areas of the Oakland Hills, and the plan goals are designed to address and mitigate the impacts of fire hazards. The Plan identifies 51 areas (approximately 330 acres of City land) where treatments are to be conducted. These treatments are found within Foothills Park, Pearson-Arastradero Preserve, and 12 miles of City roadways. The highest priorities are the treatment of roadways which are evacuation routes and entrapment hazards (citizens to evacuate and allow emergency personnel and equipment to access safety). Roadside treatments also helps protect city infrastructure (water reservoirs, electric and gas lines) which would be severely impacted by a foothills fire. The Plan identifies a five year cycle of treatments.

The five-year costs to implement the first cycle of recommended projects were estimated to be approximately \$700,000 in 2009. In FY12, Council approved a new CIP (PO-12003) Foothills Wildland Fire Mitigation Program, which was funded for \$200,000 for FY12. The project requires significant staff management. Fire, Police, Public Works, Emergency Services, and Community Services Departments all lacked the available staff time to effectively manage the project. In FY 2013, the City formed a partnership with the Santa Clara County Fire Safe Council to secure their assistance in managing and implementing the project.

Since forming the partnership with the Fire Safe Council the following Plan treatments have been implemented:

1. Evacuation routes on:
 - a. Arastradero Road (30-ft on city owned land; 10-ft on private property)
 - b. Los Trancos Road (10-ft easement only)
 - c. Approximately 1-1/2 miles of Page Mill Road (north side only)
2. Vegetation clearing core sections of Foothills Park
 - a. Towle Camp (campground)
 - b. Wildhorse Valley road (evacuation route)
 - c. Oak Grove Picnic Area and restroom (100-ft defensible space)
 - d. Orchard Glen Picnic area and restroom
 - e. Foothills Park maintenance shop (100-ft defensible space)
 - f. Fire Station 8 (100-ft defensible space)
 - g. Corte Madera Water Tank (100-ft defensible space)
 - h. Corte Madera Pump Station (100-ft defensible space)

- i. Boronda Water Tank (100-ft defensible space)
- j. Boronda Pump Station (100-ft defensible space)
- k. Park Water Tank (100-ft defensible space)

The remaining balance of the CIP (PO-12003) Foothills Wildland Fire Mitigation Program is \$49,000. Staff anticipates the existing CIP funding will be exhausted by end of FY15.

The consultant who wrote the Foothills Fire Management Plan recently provided an updated estimate of the funding required to achieve the goals of the Fire Plan. The total FY16 funding needed for this project is \$181,500; however, since the Fire Department already has \$60,000 budgeted for this work, the total new annual funding requested for this project is \$121,500.

The partnership with the Fire Safe Council will allow staff to fully utilize this funding. The funds needed for subsequent years will vary. It is anticipated that FY17 will require less funding (CSD will require approximately \$48,000 in FY17), while some future years will cost more due to the cycles of vegetation treatment.

The costs for funding the Fire Plan are divided between Community Services, Public Works, and the Fire Departments.

Fire: \$60,000. (Fire already has \$60,000 in their on-going budget for this work, so there will be no additional funding requested by the Fire Department)

-Planned prescribed burns and/or risk assessment and training about wildland fire behavior \$56,000.

-1/3rd of project management consultant \$4,000.

Public Works: \$54,800

-Cost of treating roadsides totals \$40,800.

-Cost for road side survey work \$10,000

-1/3rd of project management consultant \$4,000.

Community Services: \$66,700

-Treatments inside City parklands are estimated to total \$52,700

-Cost for in-park survey work \$10,000

-1/3rd of project management consultant \$4,000.

The Parks and Recreation Commission strongly supports fully funding this critical fire protection program.

Date: May 26, 2015

To: Palo Alto City Council

From: PRC

Re: Memorandum to City Council recommending that funds for implementing the Foothills Fire Management Plan be incorporated and approved annually as part of the fiscal year operating budget.

Summary:

Public safety for Palo Alto residents and visitors in all of our parks and open space is the highest priority for PRC. The Foothills Fire Management Plan was adopted by Council on May 18, 2009. The objectives of the plan are: life safety, structure and infrastructure protection, ignition prevention, fire containment, and natural resource protection and enhancement. These treatments are found within Foothills Park, Pearson-Arastradero Preserve, and 12 miles of City roadways. The highest priorities are the treatment of roadways which are evacuation routes and entrapment hazards (for citizens to evacuate and to allow emergency personnel and equipment to access the areas).

In 2009 the five-year costs to implement the first cycle of recommended projects were estimated to be approximately \$700,000. In 2012 a \$200,000 CIP to implement the Fire Plan was approved. Staffing constraints precluded work until 2013 when interdepartmental arrangement among Community Services, Public Works and the Fire Department did substantial work and used \$151,000 of this CIP leaving only \$49,000, which will be spent by the end of this fiscal year and is actually insufficient for the planned work.

Tonight the PRC passed the following motion: **To insure that residents are protected from fire risks in Foothills Par and Arastradero Preserve, PRC recommends that council approve necessary maintenance for the Foothills Fire Management plan annually and routinely in the respective departmental budgets rather than have this work be subject to prioritization, and potential non-approval, of longer term CIP projects.**

The joint department implementation plan and projected budget from CSD staff is attached for your reference.