

**SERVICES AGREEMENT BETWEEN THE LOCAL AGENCY FORMATION
COMMISSION OF SANTA CLARA COUNTY AND AP TRITON, LLC FOR
COUNTYWIDE FIRE SERVICE REVIEW AND SPHERE OF INFLUENCE UPDATES**

This Services Agreement (“Agreement”) is made effective June 17, 2022 (“Effective Date”), by and between the Local Agency Formation Commission of Santa Clara County (“LAFCO”) and AP Triton, LLC, a Wyoming limited liability company (“Contractor”) to provide consulting services for the development of a countywide service review for fire protection services within Santa Clara County and for the sphere of influence updates for the four special districts providing fire protection services in Santa Clara County.

WHEREAS, pursuant to the Cortese-Knox-Hertzberg Act, Government Code section 56000 et seq., LAFCO is an independent body; and

WHEREAS, LAFCO needs assistance with the preparation of a countywide service review of fire protection services in Santa Clara County; and

WHEREAS, Contractor has experience and expertise necessary to provide such services; and

WHEREAS, at the February 3, 2021 meeting of LAFCO, the Commission delegated authority to the LAFCO Executive Officer to execute an agreement with the most qualified consultant for preparation of the countywide fire service review;

THEREFORE, the parties agree as follows:

1. Nature of Services.

Contractor will provide to LAFCO the services described in Exhibit A1, Scope of Services, which is attached hereto and incorporated herein by this reference. Contractor shall perform the services in accordance with the project timeline as described in Exhibit A2, which is attached hereto and incorporated herein by this reference.

2. Term of Agreement.

This Agreement is effective from the Effective Date to, and including, December 31, 2023, unless terminated earlier in accordance with Section 4. The parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the services. Time is of the essence and Contractor shall perform its services in a prompt and timely manner within the term of this Agreement. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

3. Compensation.

A. Contractor will be compensated for services provided under this Agreement in accordance with the rate schedule included in Exhibit A3, which is attached hereto and incorporated herein by this reference. Contractor will complete all the work and tasks described in Exhibit A1 for an amount not to exceed \$139,172 ("Contract Price"). Contractor shall be paid based on the rate schedule indicated in Exhibit A3, and the percentage of sub-tasks completed monthly, but compensation and expenses shall not exceed the Contract Price or the individual sub-task amount.

B. Contractor will provide LAFCO with monthly invoices specifying the percentage of completion for each sub-task based on tasks described in Exhibit A1. Contractor shall submit its final invoice to LAFCO within thirty (30) days from the last date of providing services or expiration or termination of this Agreement and failure by the Contractor to submit a timely invoice may constitute a waiver of its right to final payment.

C. Contractor shall deliver the administrative draft report, the draft report addressing staff comments for public review and comment, the revised draft report for public review and comment, and the final report adopted by LAFCO in accordance with the project timeline provided in Exhibit A2. or as otherwise determined by mutual written agreement of the parties. If the foregoing reports are not delivered according to the timeline in Exhibit A2 or as otherwise mutually agreed or if they do not comply with the requirements in the Scope of Services, it is understood, acknowledged and agreed that LAFCO will suffer damage. As fixed and liquidated damages, LAFCO shall withhold from Contractor the payment of the sum of \$200 per calendar day for each and every calendar day of delay beyond the date that each report is due in accordance with the timeline in Exhibit A2, or as otherwise mutually agreed.

4. Termination.

A. Termination Without Cause. LAFCO may terminate this Agreement without cause by giving Contractor ten (10) days written notice. Contractor may terminate this Agreement without cause, if approved by the Executive Officer in consultation with LAFCO Counsel, in her or his sole and absolute discretion, by giving LAFCO ten (10) days written notice.

B. Termination for Cause. LAFCO may terminate this Agreement for cause upon ten (10) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (1) material breach of this Agreement by Contractor, (b) violation by Contractor of any applicable laws, (c) assignment by Contractor of this Agreement without the written consent of LAFCO pursuant to Section 13, or (d) failure to provide services in a satisfactory manner. The termination notice shall specify the reason for termination and shall indicate the effective date of such termination.

C. In the event of termination with or without cause, Contractor will deliver to LAFCO copies of all Documents & Data whether complete or incomplete, and upon receipt thereof, Contractor will be compensated based on the completion of services provided prior to termination, as solely and reasonably determined by LAFCO. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of the Agreement.

5. Project Managers; Substitution

A. Contractor designates Kurt Latipow as the Contractor's Project Manager for the purpose of performing the services under this Agreement. Kurt Latipow will serve as day-to-day contact for LAFCO and work directly with staff.

B. LAFCO designates the LAFCO Executive Officer as its Project Manager for the purpose of managing the services performed under this Agreement.

C. Contractor may not substitute anyone to replace Kurt Latipow to serve as Project Manager without the written permission and the sole discretion of the LAFCO Executive Officer or their authorized representative. Any such substitution shall be with a person or firm of commensurate experience and knowledge necessary for the tasks to be undertaken.

6. Conflicts of Interest.

Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services.

Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.

7. Indemnification/Insurance.

Contractor's indemnification and insurance obligations with respect to this Agreement are set forth in Exhibit B, attached hereto and incorporated herein by this reference.

8. Compliance with all Laws; Standard of Care.

Contractor shall, during the term of this Agreement, comply with all applicable federal, state, and local rules, regulations, and laws. Contractor's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Maintenance of Records.

Contractor shall maintain books, documents, financial records, and other evidence pertaining to costs incurred and adequate to show that LAFCO funds paid

under this Agreement were used for purposes consistent with the terms of this Agreement. These records shall be maintained and made available at all reasonable times during the term of this Agreement and for a period of three (3) years from expiration or termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement.

10. Nondiscrimination.

Contractor will comply with all applicable federal, state, and local laws and regulations including Santa Clara County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. Contractor will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will Contractor discriminate in providing services under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

11. Notices.

All notices required by this Agreement shall be given in writing and delivered email, personally, or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing in accordance with this section and shall be effective upon receipt thereof.

To Contractor: AP Triton, LLC
 Attn. Kurt Henke, Principal/Managing Partner
 1309 Coffeen Avenue, Suite 3178
 Sheridan, WY 82801

To LAFCO: LAFCO Executive Officer
 777 North First Street, Suite 410
 San Jose, CA 95112

12. Governing Law.

This Agreement has been executed and delivered in, and will be construed and

enforced in accordance with, the laws of the State of California. Venue shall be in Santa Clara County or the federal Northern District of California.

13. Assignment.

Contractor has been selected to perform services under this Agreement based upon the qualifications and experience of Contractor's personnel. Contractor may not assign, sublet, or transfer this Agreement or any rights or obligations hereunder without the specific written consent of LAFCO, which may be withheld for any reason. Any attempted assignment or subcontract without prior written consent will be null and void and will be cause, in LAFCO's sole and absolute discretion, for immediate termination of the Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

14. Relationships of Parties; Independent Contractor.

Contractor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of LAFCO. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. Contractor will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. LAFCO reserves its right to employ other consultants, in connection with this project or other projects. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than LAFCO and the Contractor.

15. Entire Agreement.

This document represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

16. Amendments.

This Agreement may be amended only by an instrument signed by the parties.

17. Counterparts; Authority.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

18. Severability.

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

19. Waiver.

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

20. Ownership of Materials and Confidentiality.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for LAFCO to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all sub consultants to agree in writing that LAFCO is granted a non-exclusive and perpetual license for any Documents & Data the sub consultant prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by LAFCO. LAFCO shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at LAFCO's sole risk.

B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Contractor, be used by Contractor for any purposes other than the

performance of the Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use LAFCO's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of LAFCO.

C. Confidential Information. LAFCO shall refrain from releasing Contractor's proprietary information ("Proprietary Information") unless LAFCO's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case LAFCO shall notify Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the Release Notice to give LAFCO written notice of Contractor's objection to LAFCO's release of Proprietary Information. Contractor shall indemnify, defend and hold harmless LAFCO, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. LAFCO shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Contractor fails to fully indemnify, defend (with LAFCO's choice of legal counsel), and hold LAFCO harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that LAFCO release such information.

**SIGNATURE PAGE FOR SERVICES AGREEMENT BETWEEN THE LOCAL AGENCY
FORMATION COMMISSION OF SANTA CLARA COUNTY AND AP TRITON
CONSULTING FOR COUNTYWIDE FIRE SERVICE REVIEW AND SPHERE OF
INFLUENCE UPDATES**

IN WITNESS WHEREOF, LAFCO and Contractor have executed this Agreement as follows:

LAFCO

DocuSigned by:
Rich Constantine
49E434F935CF48E...
Rich Constantine, LAFCO Chair
Santa Clara LAFCO
Date: 6/22/2022

Contractor

DocuSigned by:
KURT HENKE
A28CE5554A6E406...
Kurt Henke, Principal/Managing Partner
AP Triton, LLC
Date: 6/22/2022

APPROVED AS TO FORM:

DocuSigned by:
Joshua Nelson
4E6C9855F30946A...
Malathy Subramanian, LAFCO Counsel

- Exhibits to this Agreement:
- Exhibit A1 - Scope of Services
 - Exhibit A2 - Project Timeline
 - Exhibit A3 - Rate Schedule
 - Exhibit B - Indemnification and Insurance

SCOPE OF SERVICES

COUNTYWIDE FIRE SERVICE REVIEW AND FIRE DISTRICT SPHERE OF INFLUENCE UPDATES

The Countywide Fire Service Review Report will provide a comprehensive overview of all the agencies that provide fire service and emergency medical services in the County, evaluate the provision of these services, recommend actions to promote efficient service delivery, and review and update the spheres of influence of the 4 fire districts.

I. SERVICE REVIEW AND SPHERE OF INFLUENCE UPDATES REQUIREMENTS

Pursuant to California Government Code §56430, LAFCO is required to adopt a written statement of determination for each of the following considerations:

1. Growth and population projections for the affected area.
2. Location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence
3. Present and planned capacity of public facilities, adequacy of public services and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence
4. Financial ability of agencies to provide services.
5. Status of, and opportunities for, shared facilities.
6. Accountability for community service needs, including governmental structure and operational efficiencies.
7. Any other matter related to effective or efficient service delivery, as required by commission policy.

California Government Code §56425 requires LAFCO, when determining the sphere of influence of each local agency, to prepare and adopt a written statement of determination for each city and special district regarding the following considerations:

1. The present and planned land uses in the area, including agricultural and open-space lands.
2. The present and probable need for public facilities and services in the area.
3. The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
4. The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency

5. For an update of a sphere of influence of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protections that occurs pursuant to subdivision (g) on or after July 1, 2012, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.
6. Nature, location, and extent of any functions or classes of services provided by existing districts

II. OVERVIEW OF FIRE SERVICES AND 911 EMERGENCY MEDICAL SERVICES IN SANTA CLARA COUNTY

There are several agencies providing fire services in Santa Clara County. Some of the county's 15 cities provide their own fire services, whereas some cities contract with other service providers. Four special districts provide fire protection services to various parts of the County. The California Department of Forestry and Fire Protection (CAL FIRE) provides fire protection services for wild land fires during the "fire season" to some of the unincorporated areas within the county. The South Santa Clara County Fire District contracts with CAL FIRE for personnel and administration. Similarly, the City of Morgan Hill contracts with CAL FIRE for personnel. These agencies coordinate fire services with each other through a system of contracts, mutual aid agreements, automatic aid agreements, and boundary drop agreements. Several volunteer fire companies operate independently of these agencies within the county.

In addition, Stanford University contracts with the City of Palo Alto for fire suppression services for Stanford University facilities and lands. The NASA Ames Fire Department is responsible for fire protection service at NASA Ames Research/Moffett Airfield.

The Santa Clara County FireSafe Council, a non-profit organization, collaborates with CAL FIRE, Santa Clara County Central Fire Protection District and regional fire districts on a variety of projects involving fire prevention planning, fuel reduction, tree removal, and evacuation preparedness and planning.

Lastly, the County of Santa Clara contracts with Rural/Metro of California for advanced life support emergency ambulance services in the Santa Clara County Exclusive Operating Area (EOA). Per the agreement, the County's EOA includes Mountain View, Santa Clara, Cupertino, Milpitas, Sunnyvale, Los Altos, Los Altos Hills, Campbell, Los Gatos, Monte Sereno, Saratoga, San Jose, Morgan Hill, Gilroy, and all areas outside organized cities (including Moffett Field/NASA/AMES and unincorporated county not covered by a legally organized city or fire district). The County's EOA does not include the City of Palo Alto and Stanford lands, but allows Rural/Metro to provide ambulance mutual aid and automatic aid services to the City of Palo Alto as approved by the County and the City. The City of Palo Alto and private companies provide advanced life support emergency ambulance services to lands in the City and Stanford lands.

Identification of Service Providers for Study

Within Santa Clara County, the following agencies and organizations that provide fire protection services and/or emergency medical services and will be included in the service review:

Districts

1. Santa Clara County Central Fire Protection District (SCCFPD)
2. South Santa Clara County Fire Protection District
3. Los Altos Hills County Fire District
4. Saratoga Fire Protection District

Cities

1. City of Milpitas Fire Department
2. City of Santa Clara Fire Department
3. City of San Jose Fire Department
4. City of Sunnyvale Fire Department
5. City of Gilroy Fire Department
6. City of Palo Alto Fire Department
7. City of Mountain View Fire Department

Cities that Contract for Service

1. City of Morgan Hill Fire Department (contracts with CAL FIRE)
2. City of Campbell (contracts with SCCFPD)
3. City of Los Altos (contracts with SCCFPD)

Other

1. California Department of Forestry and Fire Protection (CAL FIRE)
2. NASA/AMES/Moffett Field
3. County of Santa Clara for 911 Emergency Medical Ambulance Services (contracts with Rural/Metro part of American Medical Response)
4. Volunteer Fire Companies (TBD)
5. Santa Clara County FireSafe Council

III. PROJECT SCOPE OF WORK

Baseline Evaluation of the Agencies and Organizations

For each of the LAFCO's participating agencies and organizations, complete a baseline assessment of the current organizational conditions, their respective

communities, and their current service performance. Conduct an organizational review of these agencies and organizations based on the elements included in the following tasks and on the criteria developed through this study.

The purpose of this evaluation is to assess each agency's operations in comparison to industry standards and best practices, as well as to create a benchmark to determine the options for future service delivery and potential cooperative services or annexation.

Overview of Each Agency/Organization

Consultant will prepare an overview of each agency and organization and their respective communities to include, but not be limited to:

- Service area population and demographics
- History, formation, and general description of each agency
- Description of the current service delivery infrastructure
- Governance and lines of authority
- Organizational structure
- Management components
 - Internal and external communications processes
 - Records management and information technology systems

Services & Operations

For each agency and organization, Consultant will review:

- **Services Provided**
 - Review the services provided by each agency and organization, placing special attention on the needs, opportunities, and concerns regarding shared services or annexation of districts
- **Staffing & Personnel**
 - Review each agency's career, volunteer, and part-time staffing levels.
- **Capital Facilities & Apparatus**
 - Review the status of current major capital assets (facilities and apparatus) and analyze needs relative to the existing conditions of capital assets and their viability for continued use in future service delivery and shared services and/or annexation.
- **Service Delivery & Performance**
 - Review and make observations in areas specifically involved in, or affecting service levels and performance of the agencies

Population Growth & Service Demand Projections

Utilizing available population projections, and historical service demand (call volumes) of each agency, Consultant will project the following:

- Service demand projections among each of the agencies and organizations for the next 5–10 years

Financial Overview

Review the existing financial status of each agency and organization. This task will be a basic overview of fiscal status of each agency and the financial ability of agencies to provide services. This task will include, but not be limited to:

- Review and analyze budgets, revenues, expenditures, employment costs, compression analysis, audit reports and long-range financial plans.
- Comparative analysis demonstrating cost, funding, and efficiency in relation to neighboring and similar jurisdictions
- Any other issues related to revenue, expenditures, and annual budgets

Opportunities & Challenges

Using the information and data gathered through this study, Consultant will identify:

- Strengths of the agencies and organizations
- Weaknesses of the agencies and organizations
- Opportunities facing the agencies and organizations
- Threats challenging the agencies and organizations

Analyzing and updating the strengths, weaknesses, opportunities for, and threats to the agencies and organizations is a critical step in identifying options for shared services and/or annexation.

Service Adequacy

Analyze the present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies, including needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence

Community Accountability

Evaluate the accountability for community service needs, including governmental structure and operational efficiencies.

Municipal Service Review Determinations

Based on the elements above, Consultant will draft proposed municipal service review determinations for each agency that meet the legal requirements as identified in Government Code §56430.

Sphere of Influence Update

Analyze and propose, if deemed appropriate, sphere of influence updates for each fire district, and prepare a written statement of draft determination for each district as required by Government Code §56425

Preliminary Fire Service Issues and Topics

In addition to including the required analysis and written statement of service review determinations and sphere of influence updates, the Report will follow up on the issues and options/opportunities for addressing those issues that were identified in the prior Countywide Fire Service Review which remain relevant. These issues include but are not limited to:

- Options for funding and providing services to underserved areas in the County and the status of and best practices for roles and oversight of volunteer fire companies to provide services in these areas
- Regional models for providing fire and emergency medical service countywide
- Analysis of issues and efficiencies of contracting for service with another fire service provider. This will include review of the various shared services options for the agencies and organizations. The following options will be evaluated, discussed, and recommendations for the best option provided:
 - Status quo (each agency remains autonomous and existing agreements continued)
 - Modifications and amendments to existing IGAs
 - Operational collaboration (contract for services)
 - Legal integration/annexation options
 - Any other valid options identified during the study

Assessment of other opportunities to improve service effectiveness or efficiency for fire service providers in the County or options for shared services and will consider the many shared issues that face each agency and organization, and how such matters affect efficient and effective service delivery. Consultant will identify and analyze any of these issues. For each of the presented options for shared services and/or resources, consultant will evaluate and discuss the following:

- Level of cooperation required
- New organizational structure, if applicable
- Estimated timeline for completion
- Affected section, e.g., Administration, Operations, Support Services
- Affected stakeholders
- Objective of strategy

- Summary of strategy
- Guidance
- Fiscal considerations
- Economic considerations
- Political considerations
- Social considerations
- Policy actions
- Any other issues related to the recommended option(s)

The service review will also consider the following emerging issues, many of which are interconnected or overlap; and identify potential options/opportunities for addressing these issues in Santa Clara County, as necessary:

Climate Change, Wildfires, and Fire Concerns in the Wildland Urban Interface:

A review of the risks and impact of climate change on fire service provision in Santa Clara County, including specific communities considered at higher risk due to their geography and topography; a review of what agencies are doing to mitigate the increased associated risks of wildfires; and analysis of the pros and cons of various alternative options for better addressing these risks.

The review will analyze how each applicable agency is addressing fire concerns in the wildland urban interface (WUI) and how the combined presence of certain environmental factors (e.g. high winds and high fuel levels) and man-made factors (e.g. more development) can significantly increase fire danger in the WUI.

The review will also consider whether current and/or new plans and guiding documents (e.g. Santa Clara County Community Wildfire Protection Plan, etc.) could enable affected agencies to better prioritize and provide consistency in the delivery of fire prevention and protection services countywide, including in high fire risk areas.

Role of Mutual and Automatic Aid, and Interagency Communication and Coordination:

A review and analysis by agency of the frequency and locations of mutual aid and automatic aid services as a provider and a recipient (including mutual aid with adjacent County agencies), the cost formula for mutual aid and automatic aid services, regional benefits offered by each agency pertaining to fire protection and prevention, and how mutual aid benefits and/or burdens the countywide fire protection system. The review will also consider interagency communication and coordination responsibilities in fire prevention planning/programming and during fire events, including in the WUI, along shared borders, and on public and private lands and public rights-of-way.

Fire Prevention, Protection, and Community Resiliency:

A review and analysis of the fire prevention, protection, and community resiliency programs agencies are providing in Santa Clara County, including programs intended to strengthen local community resiliency to withstand and recover from wildland fires. This review will identify and use appropriate benchmarks to analyze the effectiveness of these programs; analyze the pros and cons of various alternative options for providing these programs/services; and identify applicable best practices for safe evacuation of residents, hazardous vegetation removal and mitigation, creation of fuel and fire breaks, better alignment of programs with plans, and increased community understanding of and participation in these programs.

Other Miscellaneous:

A review and comment on the new law and its application within the county requiring LAFCO to review fire service contracts; of LAFCO's consideration of fire risks when reviewing proposals that are located in a very high fire hazard zone; and of the presence and use of private fire protection services providers in Santa Clara County.

IV. SERVICE REVIEW TASKS OVERVIEW

The Countywide Fire Service Review will be conducted in accordance with LAFCO policies adopted by the Commission and the service review guidelines developed by the Governor's Office of Planning and Research (OPR) where feasible. Preparation of the service review will include the following key steps, although other activities may be necessary:

1. Kick-Off & Community Engagement and Outreach

- Attend kick-off meetings with LAFCO staff and Technical Advisory Committee (TAC)
- Review the input compiled from the three community meetings held in August 2021, and from the community survey on fire related issues, conducted in August 2021.
- Review the data compiled by LAFCO's previous consultant.

2. Data Collection and Review

- Identify appropriate standards or criteria to be used for service evaluation and for making service review determinations, as necessary.
- Develop a questionnaire or a request for information related to the evaluation categories for service reviews.

For each of the agencies and organizations, the documents and information relevant to this project will include, but not be limited to, the following: any previous relevant studies involving the agencies and organizations, Santa Clara County and City/Town census and demographic data and population growth projections, where available; any current interagency or intergovernmental agreements

(IGA): organizational charts from each of the agencies and organizations; historical financial data, budgets, revenue sources, including debt information, long range financial plans, and projections; current assessed values of each jurisdiction and property tax rates; inventories of fire stations and other relevant facilities (e.g., training centers); inventories of apparatus, medic units, special operations vehicles, and other vehicles; current performance standards and service delivery objectives; historical records management data, including National Fire Incident Reporting System (NFIRS) incident data (3–5 calendar years in an Excel spreadsheet format); Computer-Aided Dispatch (CAD) incident records (3–5 calendar years in an Excel spreadsheet format); most recent Insurance Services Office (ISO) Public Protection Classification (PPC®) ratings and reports; Geographic Information Systems (GIS) data, to include the service-area boundaries of each fire district and their respective fire station locations; any other documents and records necessary for the successful completion of the project

- Review standards/criteria and questionnaire with LAFCO staff and TAC
- Collect information through interviews, meetings, surveys and /or research. All available data sources should be used to gather/update the information.
- Compile information in a database or dashboard to assist in streamlining future service review updates.
- Verify compiled information with agencies

Work Products: Consultant must deliver to LAFCO staff complete information for each agency and the database/dashboard.

3. Data Analysis

- Analyze data and prepare preliminary findings based on standards, where appropriate
- Present and discuss the preliminary findings with LAFCO staff
- Present preliminary findings to TAC/agencies staff

Work Products: Consultant must deliver preliminary analysis and findings to LAFCO staff.

4. Administrative Draft Service Review Report

- Prepare an Administrative Draft Report for LAFCO staff review, in accordance with the project schedule.

- LAFCO staff will review and provide comments on the Administrative Draft Report, in accordance with the schedule

Work Products: Consultant must deliver Administrative Draft Report to LAFCO staff.

5. Draft Service Review Report & Community Workshops and LAFCO Public Hearing

- Address LAFCO staff's comments and prepare a Draft Service Review Report
- LAFCO staff will distribute the Draft Report for a 21-day public review and comment period
- Conduct up to three (3) public workshops to present the Draft Report and receive input and prepare summary memos of input received at each meeting
- Provide written responses to comments received during the public review period
- Present the Draft Report at the LAFCO Public Hearing

Work Products: Consultant must deliver MS Word version and a PDF version of the Draft Report.

6. Revised Draft Report & LAFCO Public Hearing

- Revise the Draft Report to address comments and submit the Revised Draft Report to LAFCO staff
- LAFCO staff will distribute the Revised Draft Report for a 21-day public review and comment period
- Provide written responses to comments received during the public review period
- Present the Revised Draft Report at the LAFCO Public Hearing

Work Products: Consultant must deliver a MS Word version and a PDF version of the Revised Draft Report.

7. Final Service Review Report

- Following LAFCO adoption of the Service Review, prepare the Final Report.

Work Products: Consultant must deliver a MS Word version, a PDF version, and 3 hard copies of the Final Report.

Exhibit A2 - Project Timeline (Page 1 of 2) Countywide Fire Service Review

Project Activities & Tasks		Participants																								
			6/13	6/20	6/27	7/4	7/11	7/18	7/25	8/1	8/8	8/15	8/22	8/29	9/5	9/12	9/19	9/26	10/3	10/10	10/17	10/24	10/31	11/7		
1 Project Kick-Off																										
1.1	Full execution of the agreement (Date TBD)	Staff/AP Triton																								
1.2	Preliminary Scoping & Coordination Meeting	Staff/AP Triton																								
1.3	Notify TAC, agencies and public announcing new consultant and revised service review timeline	Staff																								
1.4	Review the input compiled from the August 2021 community meetings and community survey	AP Triton																								
2 Data Collection and Validation			6/13	6/20	6/27	7/4	7/11	7/18	7/25	8/1	8/8	8/15	8/22	8/29	9/5	9/12	9/19	9/26	10/3	10/10	10/17	10/24	10/31	11/7		
2.1A	Identify appropriate standards/criteria to be used to conduct the service review and review with LAFCO staff	Staff/AP Triton																								
2.1B	Develop outline for draft report	Staff/AP Triton																								
2.1C	Develop data request for agencies based on criteria and service review evaluation categories and review	AP Triton																								
2.2	LAFCO staff provide comments to AP Triton on data request for agencies	Staff/AP Triton																								
2.3	Kick-Off meeting w/ TAC: review criteria and data request (TAC Mtg #1)	TAC/Staff/AP Triton																								
2.4	Kick-Off Meeting with agencies to discuss data request and process	Staff/AP Triton																								
2.5	Deadline for agencies to send all of their data	Staff/AP Triton																								
2.6	Follow-up with agencies to clarify data	AP Triton																								
2.7	TAC Mtg. #2 Update (as needed)	Staff/AP Triton																								
2.8A	Prepare Agency Profiles and provide to LAFCO staff for their review	Staff/AP Triton																								
2.8B	Provide each Agency their Profile for final verification	AP Triton																								
2.9	Deliver compiled verified information for each agency in an Excel table to LAFCO staff	AP Triton																								
3 Data Analysis			6/13	6/20	6/27	7/4	7/11	7/18	7/25	8/1	8/8	8/15	8/22	8/29	9/5	9/12	9/19	9/26	10/3	10/10	10/17	10/24	10/31	11/7		
3.1	Analyze data and prepare preliminary findings	AP Triton																								
3.2	Deliver preliminary analysis and findings to LAFCO staff	AP Triton																								
3.3	Present and discuss findings with LAFCO staff	Staff/AP Triton																								
3.4	Present preliminary findings to TAC (TAC Mtg. #3- Date TBD)	TAC/Staff/AP Triton																								

RATE SCHEDULE: EXHIBIT A3

Contractor will provide LAFCO with monthly invoices based on percentage of Sub-Tasks completed as outlined in the Scope of Work (Exhibit A1). The following represents the project fee broken down by sub-tasks:

- 1:** Kick-off and Project Initiation \$12,931
- 2:** Data Collection and Review \$63,119
- 3:** Data Analysis \$19,355
- 4:** Administrative Draft Service Review Report \$19,355
- 5:** Draft Service Review Report, Community Workshops and LAFCO Public Hearing \$13,734
- 6:** Revisions to Draft Report and LAFCO Public Hearing \$9,536
- 7:** Final Service Review Report \$1,142
- Total Project Fee (will not exceed): \$139,172***

**This total, all-inclusive pricing includes three in-person Public Hearings at a cost of \$4,235, inclusive of expenses, per meeting. In the event it is determined that meetings and presentations become virtual, AP Triton will provide alternative discounted pricing.*

Hourly Rates

Project Manager: \$170/hour

Senior Associates: \$135/hour

Additional work requested and approved beyond the Scope of Work will be billed at a rate of \$170/hour for the Senior Project Manager and \$135/hour for consultants plus any additional travel expenses at cost.

INSURANCE REQUIREMENTS FOR STANDARD SERVICE CONTRACTS ABOVE \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the Local Agency Formation Commission of Santa Clara County (hereinafter "LAFCO"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by LAFCO. It is the intent of the parties to this Agreement to provide the broadest possible coverage for LAFCO. The Contractor shall reimburse LAFCO for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the LAFCO under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of LAFCO, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the LAFCO Executive Officer, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by LAFCO Executive Officer. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policyholder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the LAFCO Executive Officer.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the LAFCO Executive Officer.

D. Insurance Required

1. Commercial General Liability Insurance

Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a

general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability Insurance

Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

3. Workers' Compensation and Employer's Liability Insurance

Workers' Compensation Insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees)*

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the LAFCO Executive Officer or insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. LAFCO acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by LAFCO upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Contractor's general liability and automobile liability policies shall be endorsed to (1) be primary and shall not seek contribution from the LAFCO's coverage and (2) add LAFCO and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 and CG 20 37 (or equivalent) on the general liability policy.
4. Contractor hereby grants to LAFCO a waiver of any right to subrogation which any insurer of said Contractor may acquire against the LAFCO by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation from its insurers, but this provision applies regardless of whether or not the LAFCO has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the LAFCO for all work performed by Contractor, its employees, agents and subcontractors.
5. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

6. LAFCO reserves the right to withhold payments to or terminate the contract with the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish LAFCO with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the LAFCO cited herein. If such bond is canceled or reduced, Contractor will notify LAFCO immediately, and LAFCO may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of LAFCO.