



Midpeninsula Regional  
Open Space District

R-17-73  
Meeting 17-15  
June 28, 2017

## AGENDA ITEM 10

### AGENDA ITEM

Contract authorization with Santa Clara County FireSafe Council for removal of eucalyptus trees in Los Trancos Open Space Preserve

### GENERAL MANAGER'S RECOMMENDATION

Authorize the General Manager to enter into a contract with Santa Clara County FireSafe Council for the removal of eucalyptus trees in Los Trancos Open Space Preserve for fire safety, in an amount not to exceed \$276,000, for a period from the date of execution through November 30, 2020 with options to extend the length of the contract for an additional two years.

### SUMMARY

Approximately 100 eucalyptus trees along Page Mill Road in Los Trancos Open Space Preserve near Struggle Mountain (Attachments 2 and 3) pose a significant fire hazard to nearby residences, open space, and the region in general. Eucalyptus trees are highly flammable and can send embers a long distance causing additional ignitions that can rapidly spread a massive wildfire. Under District guidance as part of the recommended contract, Santa Clara County FireSafe Council will conduct assessments, obtain permits, communicate with neighbors, hire contractors to remove trees, and implement restoration measures. This project is fully budgeted at \$276,000 for Fiscal Year 2017-18. If Santa Clara County FireSafe Council (SCCFSC) does not complete the project in one year, as a capital improvement project the budgeted funds will roll over into succeeding years, until the project is completed or the contract expires.

### DISCUSSION

Santa Clara County FireSafe Council (SCCFSC) has taken an active role in developing the Santa Clara County Community Wildfire Prevention Plan (CWPP), which identifies many projects (education, public outreach, debris chipping, firebreak clearing, and other projects) to improve community safety in the event of a wildfire. *Annex 3 City of Palo Alto* of the CWPP refers to the Foothills Fire Management Plan (FFMP). The FFMP was created in 1982 and updated in 2009. It established a goal “to reduce government costs and citizen losses from wildland fire by increasing initial attack success and/or protecting assets at risk through focused pre-fire management activities.” The FFMP identified Page Mill Road as a priority for roadside vegetation management (Attachment 4) to better serve the community as an emergency egress route and provide access for fire department emergency response vehicles. Since that time, the City of Palo Alto has contracted with SCCFSC to implement aspects of the FFMP such as providing community outreach and creating fire breaks along Page Mill Road on City-owned property. These fuel reduction projects extend beyond the roadside corridor where brush is

removed by the city. SCCFSC roadside vegetation management on Page Mill Road on City property is ongoing. The SSCFSC has also performed fuel reduction work in Los Trancos Open Space Preserve when funding was available (PG&E Grant, Santa Clara County Fire funding, and District funding of \$5,000.) Additional work is planned on City property as well as in Foothills, Monte Bello, and Coal Creek Open Space Preserves to complete a firebreak from Foothill Expressway to Skyline Boulevard.

To enhance the firebreak, the District is proposing to contract with the SCCFSC to manage and complete the removal of the eucalyptus trees in Los Trancos Open Space Preserve along Page Mill Road. SCCFSC will coordinate permitting with the City of Palo Alto, which may include:

- Arborist evaluation
- Plan to protect existing native trees
- Plan to protect San Francisco Dusky Footed Woodrat or other protected species
- Site access plan
- Site restoration plan
- Coordinating with other agencies such as Santa Clara County regarding trees on the road right-of-way
- Assessment of community impact and opinion regarding tree removal, including viewshed analysis (Attachment 5)
- Presentations to City commissions and councils if needed

Once permitting is in place, SCCFSC may enter directly into contracts with various companies to prepare environmental documents and plans, remove the trees, and perform site restoration. They will follow District requirements for all contracts, including insurance requirements, competitive bidding guidelines, prevailing wage requirements, and other aspects of District contract language. District staff, including the legal department, will review the contracts. SCCFSC will bill the District monthly as work is performed.

During preliminary contract discussions, District staff evaluated the California Fire Safe Council 2017 Grants Clearinghouse Program for grant eligibility. The eucalyptus removal is a potential project, and because SCCFSC was already applying for hazard mitigation/fuel break work along Page Mill Road (along with a host of other planning and outreach activities), the work became a likely candidate for inclusion in their application. Therefore, instead of competing with SCCFSC for a grant, the General Manager signed a letter of commitment (Attachment 6) for the eucalyptus removal, to attach to their grant application. The commitment was based on prior Board approval of funding in FY2016-17 for this project and is contingent on Board approval of the project. This approach allows SCCFSC to submit a more competitive application by providing them with additional matching funds. If the application is successful, the District will pay up to \$250,000 toward the eucalyptus removal and SCCFSC will be able to perform additional work funded by the grant, which could include additional firebreak clearing along Page Mill Road or other projects identified on District property. District staff will work with the SCCFSC to direct grant funding to projects that support and complement District interests in fire safety projects on or near District property. A response to the grant request is expected late summer 2017.

## **FISCAL IMPACT**

The Fiscal Year (FY) 2017-18 budget includes \$276,000 for the Los Trancos Preserve eucalyptus removal capital improvement project. There are sufficient funds in the project budget

to cover the recommended action and expenditures. As a capital project, if funds are not expended, they will carry over into following fiscal years.

|  | FY2017-18 |
|--|-----------|
| <i>Los Trancos Eucalyptus Removal Budget</i> | \$276,000 |
| <i>Spent-to-Date (as of 6/28/17):</i>        | \$0       |
| <i>Encumbrances:</i>                         | \$0       |
| <i>[Recommended Action – Costs]:</i>         | \$276,000 |
| <i>Budget Remaining (Proposed):</i>          | \$0       |

The recommended action is not funded by Measure AA. The funds for this project may be counted as matching funds for a grant proposal submitted by the SCCFSC to California Fire Safe Council on May 12, 2017.

**BOARD COMMITTEE REVIEW**

This item was not previously reviewed by a Board Committee.

**PUBLIC NOTICE**

Public notice was provided as required by the Brown Act. In addition, the District provided notice to all Page Mill Road neighbors between Skyline Boulevard and Moody Road. The property owners were also notified of the project in 2015.

**CEQA COMPLIANCE**

The vegetation management activities covered by this contract were reviewed in the Environmental Impact Report prepared for the Midpeninsula Regional Open Space District Integrated Pest Management Program that was approved by the Board on December 10, 2014 (R-14-148), and the associated mitigation measures have been incorporated into the project.

**NEXT STEPS**

If approved by the Board, the District will enter into a contract with Santa Clara County FireSafe Council to remove eucalyptus trees along Page Mill Road. Depending on the length of the permitting process, removal may occur in the next 1-3 years.

Attachment(s)

1. Draft Contract
2. Tree Locations and Property Ownership
3. Aerial View of Tree Locations
4. Palo Alto Evacuation Routes from Foothills Fire Management Plan
5. Draft Viewshed Analysis to be refined in permitting process
6. Letter of Commitment for FireSafe Grant Application

Responsible Department Head:  
 Brian Malone, Land and Facilities

Prepared by:

Craig Beckman, Area Manager, Land and Facilities

Graphics prepared by:  
Torie Robinson, GIS Intern

## Draft Contract

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE MIDPENINSULA  
REGIONAL OPEN SPACE DISTRICT AND SANTA CLARA COUNTY FIRESAFE  
COUNCIL FOR REMOVAL OF EUCALYPTUS TREES IN LOS TRANCOS PRESERVE

THIS AGREEMENT is by and between Santa Clara County FireSafe Council, a non-profit organization ("Consultant") and the Midpeninsula Regional Open Space District, a public body of the State of California ("District"). Consultant and District agree:

1. **Services.** Consultant shall provide the Services set forth in Exhibit A, attached hereto and incorporated herein.
2. **Compensation.** Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum compensation amount, Consultant agrees to perform all of the Scope of Services herein required of Consultant for the sum of \$250,000 including all materials and other reimbursable amounts. Any additional charges related to unforeseen work shall not exceed \$25,000 and shall be approved in advance by District representative. Consultant shall submit invoices on a monthly basis. All bills submitted by Consultant shall contain sufficient information to determine whether the amount deemed due and payable is accurate. Bills shall include a brief description of services performed, the date services were performed, the number of hours spent and by whom, a brief description of any costs incurred and the Consultant's signature.
3. **Term.** This Agreement commences on full execution hereof and terminates on November 30, 2020 unless otherwise extended or terminated pursuant to the provisions hereof. District's General Manager may, in his/her sole discretion, extend this agreement for two (2) additional 1-year terms. If extended, each respective extension shall be authorized by District in writing and signed by the General Manager and Consultant.

Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein.

4. **Assignment and Subcontracting.** A substantial inducement to District for entering into this Agreement is the professional reputation and competence of Consultant. Neither this Agreement nor any interest herein may be assigned or subcontracted by Consultant without the prior written approval of District. It is expressly understood and agreed by both parties that Consultant is an independent contractor and not an employee of the District.
5. **Insurance.** Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof, acceptable to the District, the insurance coverages specified in Exhibit B, "District Insurance Requirements," attached hereto and incorporated herein by reference. Consultant shall demonstrate proof of required insurance coverage prior to the commencement of services required under this Agreement, by delivery of Certificates of Insurance to District.
6. **Indemnification.** Consultant shall indemnify, defend, and hold District, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the negligence, recklessness or willful misconduct of Consultant, its employees, subcontractors,

or agents, or on account of the performance or character of the Services, except for any such claim arising out of the sole negligence or willful misconduct of the District, its officers, employees, agents, or volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code.

District shall indemnify, defend, and hold harmless Consultant for the sole negligence, recklessness or willful misconduct of the District, its officers, employees, agents, or volunteers.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**7. Termination and Abandonment.** This Agreement may be cancelled at any time by District for its convenience upon written notice to Consultant. In the event of such termination, Consultant shall be entitled to pro-rated compensation for authorized Services performed prior to the effective date of termination provided however that District may condition payment of such compensation upon Consultant's delivery to District of any or all materials described herein. In the event the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the Services described in this Agreement, Consultant shall, without delay, deliver to District all materials and records prepared or obtained in the performance of this Agreement. Consultant shall be paid for the reasonable value of the authorized Services performed up to the time of Consultant's cessation or abandonment, less a deduction for any damages or additional expenses which District incurs as a result of such cessation or abandonment.

**8. Ownership of Materials.** All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video or audio tapes, photographs, computer data, software, reports, maps, electronic files and films, and any final revisions, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of District. All documents and materials of a preliminary nature, including but not limited to notes, sketches, preliminary plans, computations and other data, and any other material referenced in this Section, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to District at no additional charge and without restriction or limitation on their use. Upon District's request, Consultant shall execute appropriate documents to assign to the District the copyright or trademark to work created pursuant to this Agreement. Consultant shall return all District property in Consultant's control or possession immediately upon termination.

**9. Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of the District. Consultant warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license or registration of any kind is required of Consultant, its employees, agents, or subcontractors by law, Consultant warrants that such license has been obtained, is valid and

in good standing, and Consultant shall keep it in effect at all times during the term of this Agreement, and that any applicable bond shall be posted in accordance with all applicable laws and regulations.

**10. Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify District of the existence of such conflict of interest so that the District may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code § 81000 et seq.) respecting this Agreement.

**11. Whole Agreement and Amendments.** This Agreement constitutes the entire understanding and Agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or any previous written or oral Agreements between the parties with respect to all or any part of the subject matter hereof. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein. This Agreement may be amended only by a written document, executed by both Consultant and District's General Manager, and approved as to form by the District's General Counsel. Such document shall expressly state that it is intended by the parties to amend certain terms and conditions of this Agreement. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of District's District Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

**12. Capacity of Parties.** Each signatory and party hereto warrants and represents to the other party that it has all legal authority and capacity and direction from its principal to enter into this Agreement and that all necessary actions have been taken so as to enable it to enter into this Agreement.

**13. Severability.** Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.

14. **Notice.** Any notice required or desired to be given under this Agreement shall be in writing and shall be personally served or, in lieu of personal service, may be given by (i) depositing such notice in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a party at its address set forth in Exhibit A; (ii) transmitting such notice by means of Federal Express or similar overnight commercial courier ("Courier"), postage paid and addressed to the other at its street address set forth below; (iii) transmitting the same by facsimile, in which case notice shall be deemed delivered upon confirmation of receipt by the sending facsimile machine's acknowledgment of such with date and time printout; or (iv) by personal delivery. Any notice given by Courier shall be deemed given on the date shown on the receipt for acceptance or rejection of the notice. Either party may, by written notice, change the address to which notices addressed to it shall thereafter be sent.

15. Miscellaneous.

- a. Except to the extent that it provides a part of the definition of the term used herein, the captions used in this Agreement are for convenience *only* and shall not be considered in the construction of interpretation of any provision hereof, nor taken as a correct or complete segregation of the several units of materials and labor.
- b. Capitalized terms refer to the definition provide with its first usage in the Agreement.
- c. When the context of this Agreement requires, the neuter gender includes the masculine, the feminine, a partnership or corporation, trust or joint venture, and the singular includes the plural.
- d. The terms "shall", "will", "must" and "agree" are mandatory. The term "may" is permissive.
- e. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
- f. When a party is required to do something by this Agreement, it shall do so at its sole cost and expense without right to reimbursement from the other party unless specific provision is made otherwise.
- g. Where any party is obligated not to perform any act, such party is also obligated to restrain any others within its control from performing such act, including its agents, invitees, contractors, subcontractors and employees.

**IN WITNESS WHEREOF**, Consultant and District execute this Agreement.

Attachments:

Exhibit A Scope of Services

Exhibit B District Insurance Provisions

SIGNATURE PAGE

## EXHIBIT A Scope of Services

### Task 1. Program Management

**Coordination.** Work with the District, other stakeholders, and other interested parties such as the City of Palo Alto, County of Santa Clara, and CAL FIRE, to develop project parameters that are satisfactory to all.

Explore various project elements including:

- Project phases
- Complete or partial eucalyptus grove removal
- Individual eucalyptus tree removal
- Hazardous fuel removal
- Roadside or wildland fuel break projects in the vicinity
- Tree disposal options such as conversion to mulch, biomass, firewood, or timber uses
- Protection of native trees and plants in the project area
- Prevention of import or dispersal of insects or pathogens
- Tree planting or other revegetation work
- Protection of slopes
- Development and restoration of haul routes (truck or skid trails)
- Traffic control
- Visual impacts
- Noise impacts

Develop final specific project budgets and plans to submit for permits and approvals

**Permits.** Obtain Site and Design Review permit from City of Palo Alto as needed to proceed with removal.

Comply with Palo Alto Comprehensive Plan, Foothills Fire Management Plan, Open Space Development Criteria, and appropriate city guidelines.

Comply with county and state laws related to trees and forestry practices.

Obtain final approval of project plan from the District.

**Communication.** Perform outreach with private property owners including written and verbal communications with approximately 10 residences in the Page Mill Road, Palo Alto, California

area currently in the vicinity of the eucalyptus removal project. Provide information and educational materials for the public.

**Contractor management.** Develop scope of work proposals, solicit bids, and manage contract(s) with qualified contractor(s) to remove designated eucalyptus trees in accordance with terms and conditions of permits

**Matching funds.** Seek out additional funding for wildfire safety projects to supplement the District's contribution and expand on the effectiveness of the eucalyptus and other vegetation management programs along Page Mill Road. For any grants in which District will be a partner or provide matching funds, draft and final grant applications will be provided to District for review. Manage matching funds and grants, if obtained. Include matching contributions in project budgets.

**Task 1 Deliverables:** Quarterly reports, monthly invoices, and grant applications as described above.

**Task 1 Budget:** No greater than \$25,000 per year for first 2 years. Evaluate funding needs for additional work to revise future budgets

## **Task 2. Project Implementation**

**Tree removal.** Implement eucalyptus tree removal projects as developed in Task 1.

**Vegetation treatments.** Implement vegetation treatment projects as developed in Task 1.

**Restoration.** Implement site restoration projects as developed in Task 1.

**Contracts.** Follow MROSD contracting procedures including Department of Industrial Regulation contractor registration, prevailing wage, and insurance requirements. Review contract with District staff prior to finalizing for work.

**Task 2 Deliverables:** Completed projects as developed and agreed to in Task 1.

**Task 2 Budget:** No greater than \$200,000 over 3 years.

## **EXHIBIT B INSURANCE REQUIREMENTS**

Before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the District, the insurance specified herein.

### **Insurance Requirements.**

- Statutory Worker's Compensation Insurance and Employer's Liability Insurance coverage: \$1,000,000
- Commercial General Liability Insurance: \$1,000,000 (Minimum), \$2,000,000 Aggregate
- Automobile Liability Insurance – including owned, non-owned and hired vehicles: \$1,000,000 per occurrence

**Workers' Compensation.** Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant shall be provided as required by the California Labor Code.

**Commercial General and Automobile Liability.** Consultant, at Consultant's own cost and expense, shall maintain Commercial General and Business Automobile Liability insurance for the period covered by this Agreement in an amount not less than the amount set forth in this Exhibit B, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of hired, owned and non-owned automobiles. Coverage shall be at least as broad as the latest edition of the Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto). No endorsement shall be attached limiting the coverage.

- a. A policy endorsement must be delivered to District demonstrating that District, its officers, employees, agents, and volunteers are to be covered as insured as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
- c. An endorsement must state that coverage is primary insurance and that no other insurance affected by the District will be called upon to contribute to a loss under the coverage.

- d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.
- e. Insurance is to be placed with California-admitted insurers.

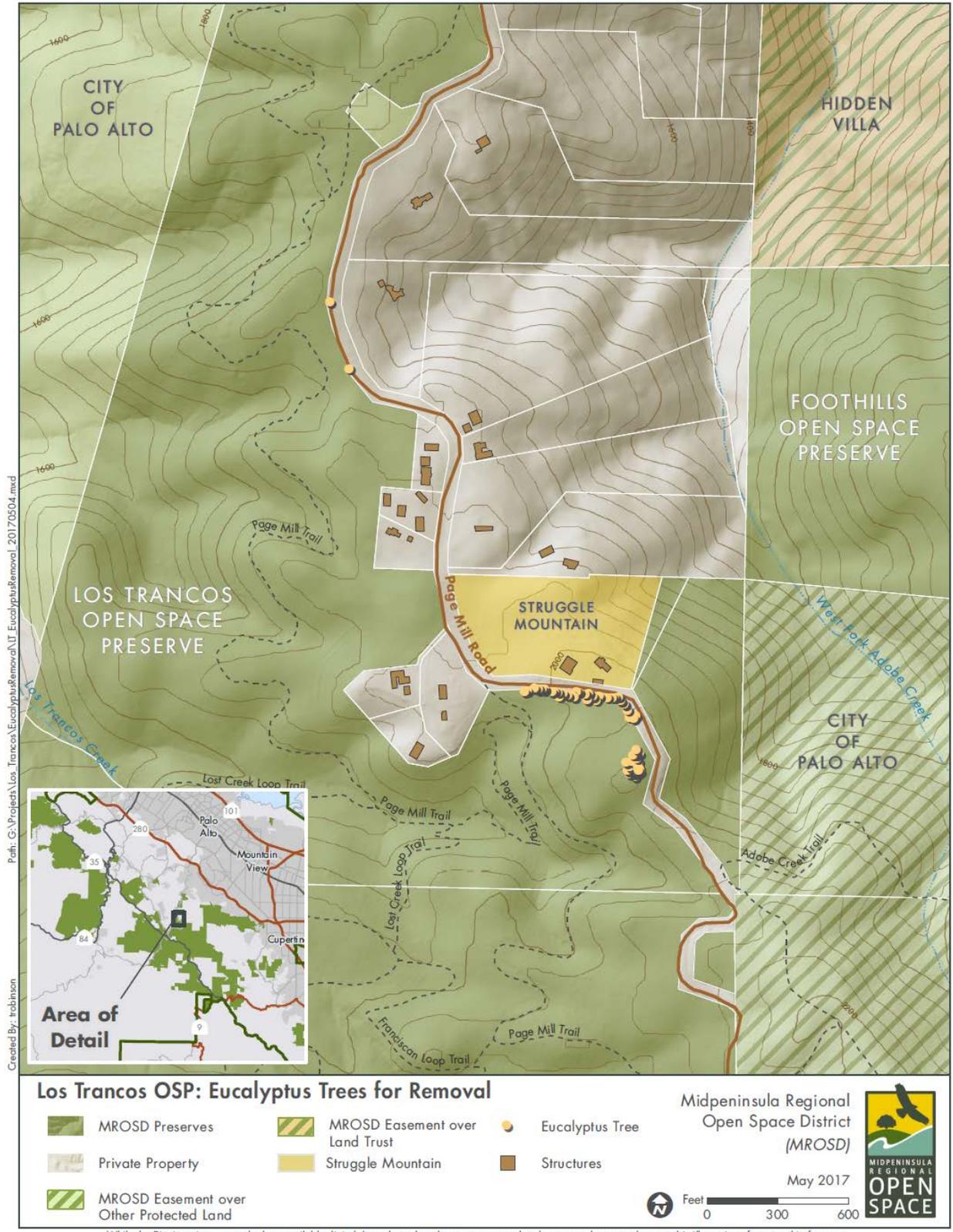
**Deductibles and Self-Insured Retentions.** Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Any self-insured retention or deductible is subject to approval of District. During the period covered by this Agreement, upon express written authorization of District Legal Counsel, Consultant may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The District Legal Counsel may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**Notice of Reduction in Coverage.** In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other matter, Consultant shall provide written notice to District at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

**Remedies.** In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
- Terminate this Agreement. Exercise of any of the above remedies, however, is an alternative to other remedies District may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.

Tree Locations and Property Ownership

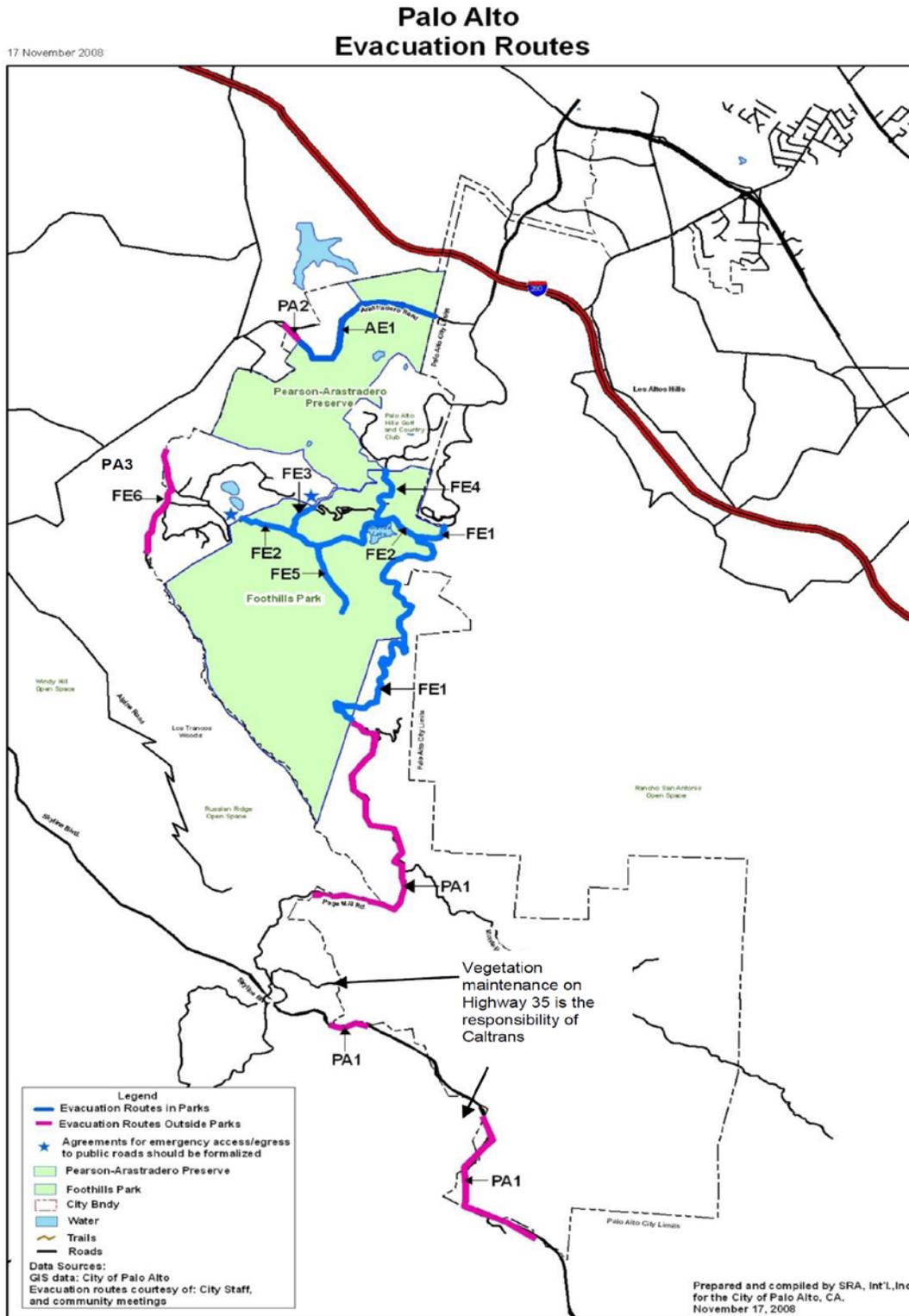


While the District strives to use the best available digital data, these data do not represent a legal survey and are merely a graphic illustration of geographic features.

Aerial View of Tree Locations

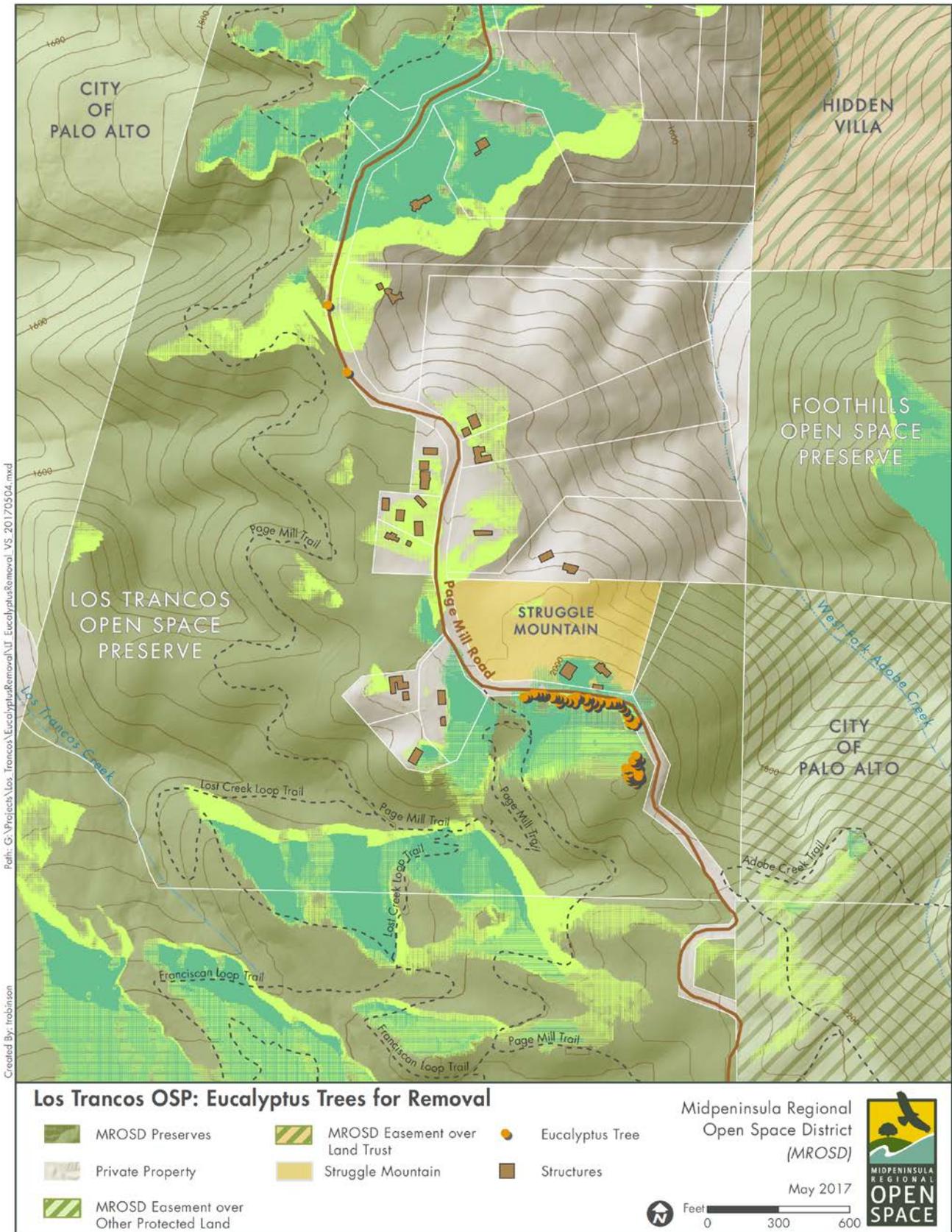


Palo Alto Evacuation Routes from Foothills Fire Management Plan



Draft Viewshed Analysis to be refined in permitting process

(Shaded areas represent locations that have views of the trees recommended for removal, unless local vegetation or structures obstruct these views)



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Created By: Irabinson

Letter of Commitment for FireSafe Grant Application



Midpeninsula Regional Open Space District

May 8, 2017

Midpeninsula Regional Open Space District  
330 Distel Circle  
Los Altos, CA 94022

**Re: Letter of Commitment from Midpeninsula Regional Open Space District for the California Fire Safe Council's 2017 Grants Clearinghouse Grants Program**

I am writing to express my support for the Santa Clara County Fire Safe Council's application for the California Fire Safe Council's 2017 Grants Clearinghouse Grants Program.

Midpeninsula Regional Open Space District (District) owns and manages over 63,000 acres of open space land on the San Francisco Bay Peninsula. The District's mission is:

*To acquire and preserve a regional greenbelt of open space land in perpetuity; protect and restore the natural environment; and provide opportunities for ecologically sensitive public enjoyment and education.*

Open space preserves include redwood, oak, and fir forests, chaparral-covered hillsides, riparian corridors, grasslands, and wetlands along the San Francisco Bay. Ranging from 55 to over 18,000 acres, 24 preserves are open to the public free of charge, 365 days a year.

The District's deep commitment to the protection and restoration of open space requires investing in practices to manage wildland fuels and minimize wildfire risk through targeted hazardous fuel reduction. To this end, the District is excited to support Santa Clara County Fire Safe Council's application by committing \$250,000, contingent on final Board approval, towards project goals related to the California Fire Safe Grant. The District will work collaboratively with Santa Clara County Fire Safe Council to direct these funds towards eucalyptus tree removal along the heavily-traveled Page Mill corridor, where fire danger is high. Removal of the eucalyptus will significantly reduce the fire danger from flying embers for nearby residences and reduce the spread rate of a fire ignition source from the roadside into the wildland nearby.

Please contact Grants Specialist Melanie Askay at [maskay@openspace.org](mailto:maskay@openspace.org) or (650) 691-1200 if you have any questions regarding our support for this project.

Sincerely,

A handwritten signature in black ink that reads "Stephen E. Abbors". The signature is written in a cursive style.

Stephen E. Abbors  
General Manager, Midpeninsula Regional Open Space District