



TOWN OF HILLSBOROUGH
California

November 10, 2020

Ms. Karen Mitchoff, Chair
ABAG Regional Planning Committee
c/o ABAG-MTC Public Information Office
375 Beale St, Suite 800
San Francisco, CA 94105

VIA EMAIL

RE: Proposed RHNA Methodology and Subregional Shares

Dear Chair Mitchoff:

I write on behalf of the Town of Hillsborough to provide comment on the proposed methodology for the RHNA 6 cycle and the draft subregion shares passed by the Executive Board at their meeting on October 15, 2020. The Town's comments are outlined in three sections, below.

570% Increase in RHNA 6 Allocation Over Cycle 5

If proposed methodology scenario 8a is adopted, the Town will receive an allocation of 640 units. This is in stark contrast to an allocation of 91 units in RHNA 5, equating to a prodigious 570% increase and the 3rd largest increase in San Mateo County. Satisfying this requirement will be impossible to achieve without *fundamental* changes to the Town's land use framework. The Town's General Plan, Zoning Ordinance and Design Guidelines—the key elements of our Town's constitution—will need to be rewritten in order to accommodate this inordinate level of growth. Further, this will be required by a jurisdiction that has consistently met their RHNA requirements. During cycles 1-4 the Town repeatedly met our targets, and we confidently anticipate the same for Cycle 5, not a statement that can be made by all. The Town requests that the final methodology should consider appropriately historical success in achieving RHNA targets.

Wildland Urban Interface

On February 18, 2020 Town staff reached out to ABAG staff with the Town's Wildland Urban Interface (WUI) map, requesting that they share with the Methodology Committee that approximately 60%-70% of Town is designated as within a high-fire severity zone (Attachment 1). Within that zone the Town is a hilly labyrinth of curvilinear streets, dead ends and cul-de-sacs that are especially difficult to navigate; particularly so with fire apparatus. With mitigations and structural hardening, increased density in these areas is certainly possible; however, the Town questions if these areas are truly where we as a region should be focusing on substantial growth, especially when considering our region's most vulnerable. In the October 15, 2020 presentation made to the ABAG Executive Committee, slide three stated that "Housing in high hazard areas is a concern, but RHNA may not be the best tool to address it."

Building and Planning Department

Phone: (650) 375-7411 | Fax: (650) 375-7415 | 1600 Floribunda Ave., Hillsborough, CA 94010 | www.hillsborough.net



TOWN OF HILLSBOROUGH
California

Slide nine further went on to state that, while considered, the Methodology Committee determined that natural hazards are addressed in the 2050 Blueprint documents, and as such should not be included as a methodology factor.

We would like to gently remind the Committee and Board that *this year alone* the State of California has experienced five of the six largest wildfires in our State's history, with the fires burning 4.1 million acres—more than doubling the State's previous record. In all too recent years we've also experienced an unmatched loss of life and property in communities such as Santa Rosa, Paradise and others. *These disasters are proof positive that the fires are not isolated to the wilderness. They're in our backyards.* The CZU complex fires this year in the Santa Cruz Mountains acutely demonstrated this for communities like ours in San Mateo County, who now must pause to ask the question: which of us is next?

Not addressing natural hazards in the methodology process seems rather cavalier at best; further mandating a substantial increase in the number of people living in hazard zone areas is simply reckless. The Town requests that the final methodology should consider appropriately documented natural hazards.

Community Character and Sustainability

While likely not the most heavily weighted by the Methodology Committee, the Regional Planning Committee and ABAG Board, we would be remiss if we did not restate that the changes that will be required of our community in order to make these numbers work will abrogate the Town's character—a character that has been cultivated over 100+ years. The Town is committed to doing our part, but we need our contribution requirement to be one that is reasonable, achievable, and, most importantly, safe.

Expecting a small community of ~3,500 homes to grow by almost 20% in a mere 8 years is unsustainable. The Town requests that the final methodology should consider appropriately sustainability and impacts on community character.

For the reasons outlined above, the Town respectfully asks that you reconsider the allocation methodology. Thank you for your consideration, and this opportunity to provide comment.

Sincerely,

Shawn Christianson
Mayor
Town of Hillsborough



TOWN OF HILLSBOROUGH
California

Cc: Mr. Jesse Arreguin, President, ABAG Executive Board
Ms. Shawn Christianson, Mayor, Town of Hillsborough
Mr. Al Royce, Vice Mayor, Town of Hillsborough
Ms. Marie Chuang, Councilmember, Town of Hillsborough
Mr. Larry May, Councilmember, Town of Hillsborough
Mr. Jay Benton, Councilmember, Town of Hillsborough
Christopher Diaz, Esq., City Attorney

ATTACHMENT 1

Sarah Fleming

From: Sarah Fleming
Sent: Tuesday, February 18, 2020 2:01 PM
To: gadams@bayareametro.gov; RHNA@bayareametro.gov
Cc: Ann Ritzma; Eli Kaplan
Subject: Town of Hillsborough: Wildland-Urban Interface & RHNA
Attachments: Wildland Dec 2019 WUI.pdf; Wildland Nov 2019.pdf

Hi Ms. Adams,

I hope this message finds you well.

I'm the new Planning & Building Director for the Town of Hillsborough. I've had the pleasure of seeing you present at several recent RHNA-related events in the past month or so, and I'm writing to both introduce myself and to share some Hillsborough-specific hazards info that I'd like to request ABAG and the Methodology Committee to consider when finalizing recommendations for the next cycle RHNA allocations.

Because of our location in in the transition zone between wildland and urban areas, Hillsborough is at a significantly greater risk for wildfire than many other jurisdictions in the Bay Area. In October 2018, the Central County Fire Department (CCFD) contracted with Anchor Point Group to conduct an independent fire severity assessment of CCFD's service areas (Burlingame, Hillsborough and Millbrae), and a resulting jurisdictional zone map was developed identifying levels of within what is known as the "Wildland-Urban Interface" (WUI). The assessment revealed that a significant percentage of properties within Hillsborough's jurisdiction (about 60%) fall into the high and very-high risk zones. The Town would like to provide this data for consideration.

For your reference, I've attached the 2019 staff reports outlining the process by which our new maps were developed and ordinance was adopted, and the CCFD website which has additional WUI information:

<http://www.ccfdonline.org/wui/>.

The Town is committed to doing our part in addressing the acute need for housing, as can be seen by our progress in meeting our current RHNA cycle goals, and we're hopeful that ABAG will take into consideration the very real WUI risks faced by our community while developing the next cycle RHNA methodology.

Thank you for your hard work on the RHNA process, as well as for your time and consideration of this study. I'd be happy to chat with you and/or the Committee about this in more detail, should there be an interest.

All the best,
Sarah

Sarah A. Fleming, AICP
Director, Department of Building & Planning

Town of Hillsborough
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Hillsborough, CA 94010

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TOWN OF HILLSBOROUGH

San Mateo County
1600 Floribunda Avenue
Hillsborough, CA 94010

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**PUBLIC HEARING
CITY COUNCIL MEETING
DECEMBER 09, 2019**

AGENDA STAFF REPORT

ITEM SUBJECT: ORDINANCE AMENDING SECTION 15.21.020 OF THE HILLSBOROUGH MUNICIPAL CODE REGARDING THE WILDLAND-URBAN INTERFACE ORDINANCE - INTRODUCTION, AND RESOLUTION ADOPTING THE FIRE SEVERITY ASSESSMENT MAP DESIGNATING ADDITIONAL PARCELS WITHIN WILDLAND-URBAN INTERFACE AREAS IN THE TOWN OF HILLSBOROUGH

SUMMARY: In October 2018, Central County Fire Department (CCFD) contracted with Anchor Point Group to conduct an independent fire severity assessment of CCFD's service areas (Burlingame, Hillsborough and Millbrae). A jurisdictional zone map was developed detailing the assessment evaluation results by separating areas into low, medium, high and very high-risk zones with associated parcels identified.

The recent assessment revealed high, medium and low fire severity zones within the Town of Hillsborough. In June 2019, the City Council approved the revision of the Town of Hillsborough Wildland-Urban Interface (WUI) ordinance, which identified very high and high risk zones as WUI areas. The high fire severity area in the most recent assessment includes additional parcels beyond the close to 1,800 parcels already identified in the June 2019 WUI revision. To adequately and uniformly apply the revised WUI ordinance, CCFD recommends including the high fire severity parcels from the recent assessment as WUI areas, and through the City Council's adoption of the resolution, it would make all parcels noted on the map subject to the WUI ordinance. A minor modification to the existing WUI ordinance is also included to make it clear that the City Council can establish areas subject to the WUI ordinance by adoption of a resolution.

FISCAL IMPACT: There is no fiscal impact in declaring the identified parcels as wildland-urban interface areas.

ENVIRONMENTAL ISSUES: Any potential environmental issue related to fuel modification on these parcels will be addressed through the application of the Wildland-Urban Interface ordinance. The City Council's adoption of the ordinance and resolution are not actions that are anticipated to have the potential for causing a significant effect on the environment pursuant to the California Environmental Quality Act (CEQA) Guideline 15061(b)(3), the common sense exemption. The ordinance and resolution are actions specific to designating parcels that would be subject to heightened wildfire requirements that are designed to reduce wildfire spread and impacts. As such, it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment. Further, the City Council's action is also exempt from environmental review pursuant to CEQA Guidelines 15307 and 15308 as actions for protection of natural resources and the environment.

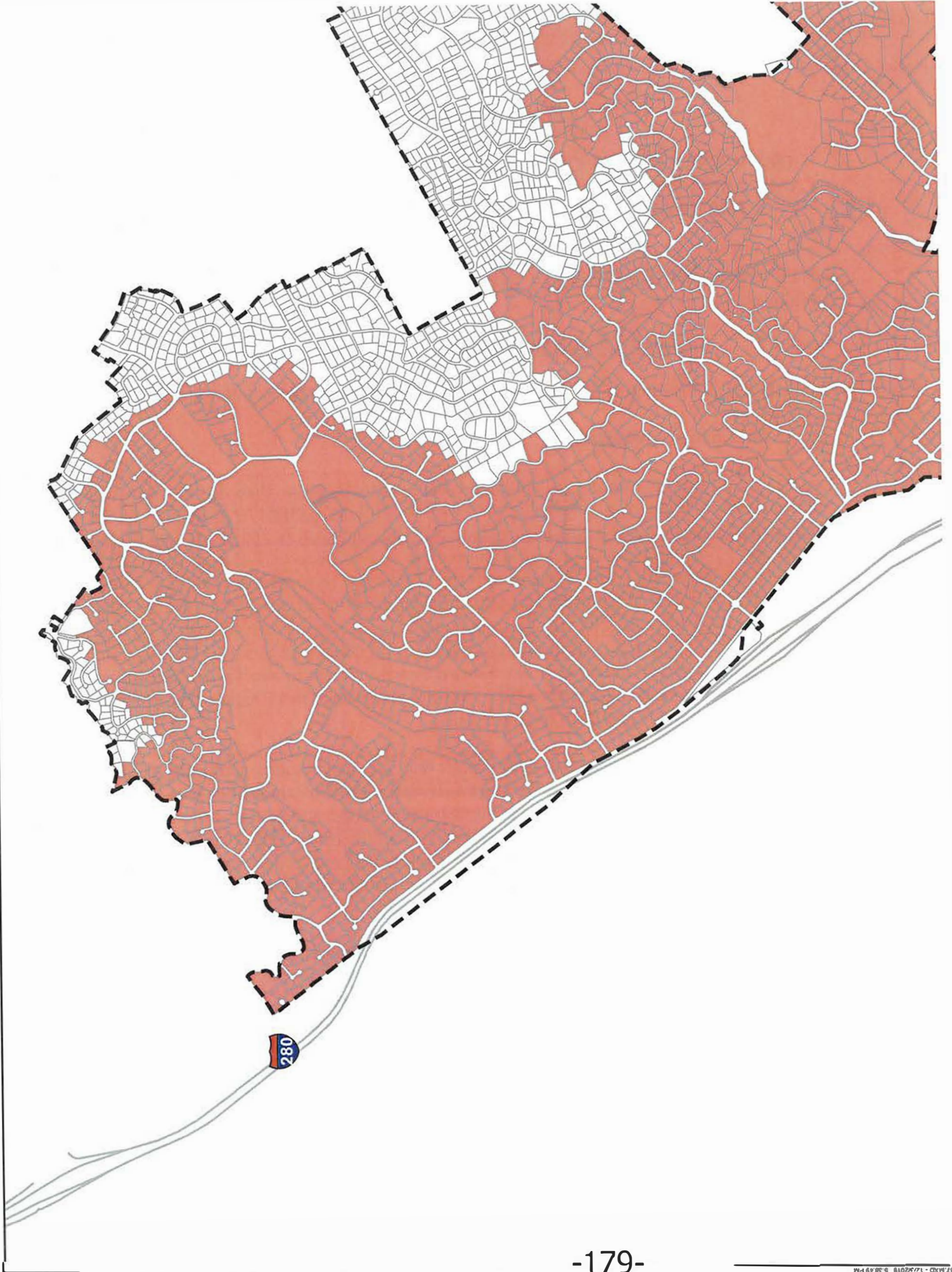
ATTACHMENTS:

1. Assessment Map
2. Ordinance
2. Resolution

PREPARED BY: John Kammeyer, Fire Chief

RECOMMENDATION:

1. Open the public hearing and receive comments;
2. Close the public hearing;
3. Introduce the ordinance entitled "Ordinance of the City Council of the Town of Hillsborough Amending Section 15.21.020 of the Hillsborough Municipal Code Regarding the Wildland-Urban Interface Ordinance", and waive further reading beyond the title; and
4. Adopt the resolution adopting the fire severity assessment map designating additional parcels included within the wildland-urban interface areas in the Town of Hillsborough.



ORDINANCE NO. ____

ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF HILLSBOROUGH
AMENDING SECTION 15.21.020 OF THE HILLSBOROUGH MUNICIPAL CODE
REGARDING THE WILDLAND URBAN INTERFACE ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF HILLSBOROUGH,
as follows:

Section 1. Section 15.21.020 (E) Amended.

Subsection (E) of Section 15.21.020, "Adoption" is hereby amended as follows:

15.21.020 Adoption.

E. Specific parcels of wildland-urban interface areas shall be as shown on the wildland area interface map attached here to as Exhibit A as adopted by resolution of the City Council, and shall be made a part of this Chapter. The map shall be on file in the Office of the City Clerk. The legal description of such areas is as described as follows: (1) All parcels identified as Very High Fire Hazard Severity Zones as recommended by the Director of California Department of Forestry and Fire Protection and as designated on a map titled Fire Hazard Severity Zones in LRA, Hillsborough, and (2) All parcels identified as High and Very High Fire Hazard Severity Zones consistent with California Department of Forestry and Fire Protection standards for determining Fire Hazard Severity Zones by the Town of Hillsborough's Community Assessment conducted in 2018. For the purposes of this Chapter, those parcels shall be designated as "Wildland Urban Interface Areas".

Section 2. The City Council hereby finds that the amendment procedure contained at Hillsborough Municipal Code Section 15.21.110 with regard to amendments to the Wildland Urban Interface, or "WUI" Ordinance, is not applicable to this ordinance as the language being amended is not part of the International Wildland-Urban Interface Code, 2018 Edition, such that an express finding for any local amendments to the International Code is not required. The City Council hereby finds that the language being amended is specific to the Town's code and is not altering any of the language within the International Code.

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be unconstitutional or otherwise invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The city council of the Town of Hillsborough hereby declares that it would have adopted the remainder of this ordinance, including each section, subsection, sentence, clause, phrase, or portion irrespective of the invalidity of any other article, section, subsection, sentence, clause, phrase, or portion.

Section 4. This ordinance shall be printed and posted upon the three official bulletin boards of the Town of Hillsborough and shall be effective thirty days after adoption.

Mayor of the Town of Hillsborough

Attest: City Clerk

ORDINANCE NO. ____ of the Town of Hillsborough introduced on _____, 2019,
and adopted on _____, 2020, by the following vote of the City Council:

AYES: Councilmembers _____

NOES: Councilmembers _____

ABSENT: Councilmembers _____

ABSTAIN: Councilmembers _____



TOWN OF HILLSBOROUGH

San Mateo County
1600 Floribunda Avenue
Hillsborough, CA 94010

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OLD BUSINESS
CITY COUNCIL MEETING
NOVEMBER 12, 2019

AGENDA STAFF REPORT

ITEM SUBJECT: FIRE SEVERITY ASSESSMENT MAP DESIGNATING ADDITIONAL PARCELS WITHIN WILDLAND-URBAN INTERFACE AREAS IN THE TOWN OF HILLSBOROUGH

SUMMARY: In October 2018, Central County Fire Department contracted with Anchor Point Group to conduct an independent fire severity assessment of Central County Fire Department's service areas (Burlingame, Hillsborough and Millbrae). A jurisdictional zone map was developed detailing the assessment evaluation results by separating areas into medium, high and very high-risk zones with associated parcels identified.

The recent assessment revealed high and medium fire severity zones within the Town of Hillsborough. In June 2019, the City Council approved the revision of the Town of Hillsborough Wildland-Urban Interface (WUI) ordinance, which identified very high and high risk zones as WUI areas. The high fire severity area in the most recent assessment includes additional parcels beyond the close to 1,800 parcels identified in the June 2019 WUI revision. The recent fire severity assessment shows that there are approximately 2,200 high fire severity parcels. To adequately and uniformly apply the WUI ordinance, CCFD recommends including the high fire severity parcels from the recent assessment as WUI areas.

FISCAL IMPACT: There is no fiscal impact in declaring the identified parcels as wildland-urban areas.

ENVIRONMENTAL ISSUES: Any potential environmental issues related to fuel modification on these parcels will be addressed through the application of the Wildland-Urban Interface ordinance.

ATTACHMENTS:

1. Assessment Map
2. Anchor Point Group Proposal
3. CCFD Evacuation Memo
4. CCFD WUI Educational Booklet

PREPARED BY: John Kammeyer, Fire Chief

RECOMMENDATION: Set December 9, 2019, as the public hearing date for adoption of a resolution adopting the fire severity assessment map and designating additional parcels included within the wildland-urban interface areas in the Town of Hillsborough; and notice the additional parcel owners of the public hearing.



**ANCHOR POINT
SERVICES AGREEMENT
(FIRE MANAGEMENT
SERVICES)**

DATE: October 17, 2018

PARTIES: **Central County Fire Department**, 1399 Rollins Road, Burlingame, CA 94010 (“District”).
San Mateo Fire Department, 1040 East Hillsdale Blvd. Foster City 94403 (“District”).

ANCHOR POINT GROUP, a Colorado corporation, 2131 Upland Avenue, Boulder, Colorado 80304 (“Consultant”).

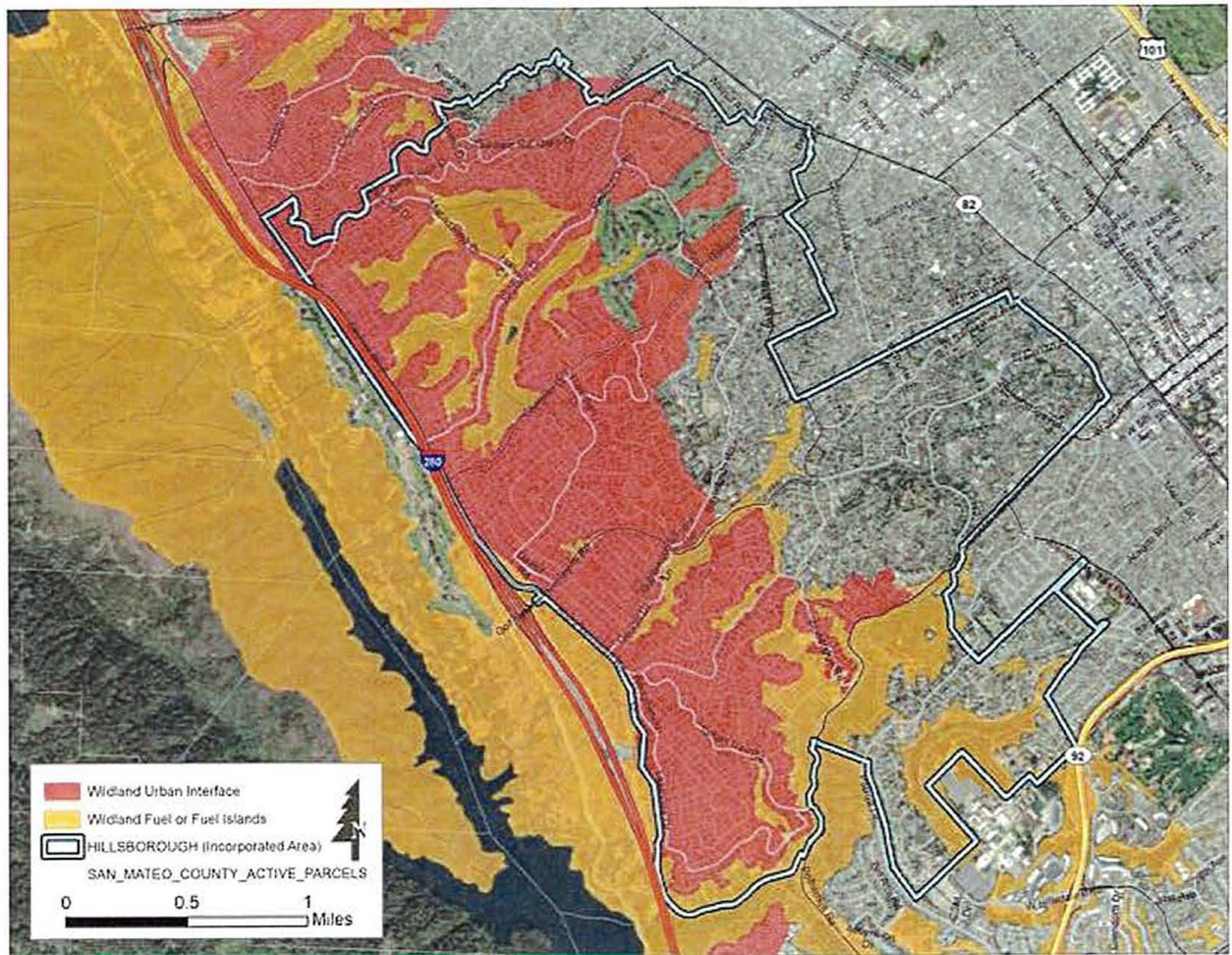
TERMS:

Section 1. Scope of Services. Consultant shall provide fire management services, in accordance with the Scope of Work attached as *Exhibit 1* (the “Services”).

Section 2. Payment. Lump Sum fee is \$76,600. Lump sum contract value will be assigned to two entities, Central County Fire contributing \$46,800 and San Mateo Fire Contributing \$19,000 for assessment and \$10,800 for web interface on separate invoices. An initial 20% invoice will be sent upon execution of the contract, equaling \$9,360 to Central County Fire and \$5,960 to San Mateo Fire. Consultant shall invoice Districts monthly, thereafter, with final invoice to be paid upon the District’s approval of final deliverables as per the Scope of Work. District shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$76,600, unless authorized in writing by Districts.

Section 3. Completion. Consultant shall commence the Services upon execution of this Agreement and complete the Services not later than September 1, 2019. Consultant shall devote adequate resources to assure timely completion of the Services. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Districts shall have the right to terminate this Agreement at any time with 30 days written notice to Consultant. The District’s only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Consultant shall turn over all work product produced up to the date of termination.





Section 4. Subcontractors. Consultant may utilize subcontractors to assist with specialized works as necessary to complete the Services. Consultant will submit any proposed subcontractor and the description of their services to the Districts for approval.

Section 5. Assignment. This Agreement shall not be assigned by Consultant without the written consent of the Districts.

Section 6. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 7. Prohibition against Employing Illegal Aliens. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively. Consultant is prohibited from using the E-verify program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Consultant shall:

A. Notify the subcontractor and the Districts within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employee or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).



If Consultant violates a provision of this Agreement required pursuant to C.R.S. §8-17.5-102, Districts may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the Districts.

Section 8. Insurance. Consultant agrees to procure and maintain, at his own cost, the following policy or policies of insurance. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

A. Consultant shall procure and maintain a policy with the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Districts. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee.

2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests' provision.

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Consultant's owned, hired and/or non- owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall be endorsed to include the District's officers and employees, as an additional insured. Every policy required above, except Workers' Compensation and Professional Liability insurance, if applicable, shall be primary insurance, and any insurance carried by the Districts, its officers, or its employees, shall be excess and not contributory insurance to that provided



by Consultant.

C. Certificates of insurance shall be completed by Consultant's insurance agent as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the Districts. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the District. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Districts reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Consultant to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which at the District's discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Districts shall be repaid by Consultant to the Districts upon demand, or the Districts may offset the cost of the premiums against any monies due to Consultant from the Districts.

Section 9. Indemnification. Consultant expressly agrees to indemnify and hold harmless Districts or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Districts, Districts will give notice within ten (10) days thereof to Consultant.

Section 10. Delays. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 11. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 12. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.



Section 13. Time of the Essence. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

Section 14. Default and Remedies. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action.

Section 15. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 16. Governing Law. This Agreement shall be governed by the laws of the State of California.

Section 17. Independent Contractor. Consultant and Districts hereby represent that Consultant is an independent contractor for all purposes hereunder. As such, Consultant is not covered by any worker's compensation insurance or any other insurance maintained by Districts except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Districts.

Section 18. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Districts and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Districts or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.



ATTEST:

Central County Fire

[Signature]

[Signature]

Approved as to form:

Approved as to content:

[Signature]

ATTEST:

San Mateo Fire

[Signature]

Approved as to form:

Approved as to content:

[Signature]

Bahar Abdollahi, Asst. City Atty.
City of San Mateo

CONSULTANT:
ANCHOR POINT

A Colorado corporation

By:

[Signature]

Chris White

Its:

C.O.O.

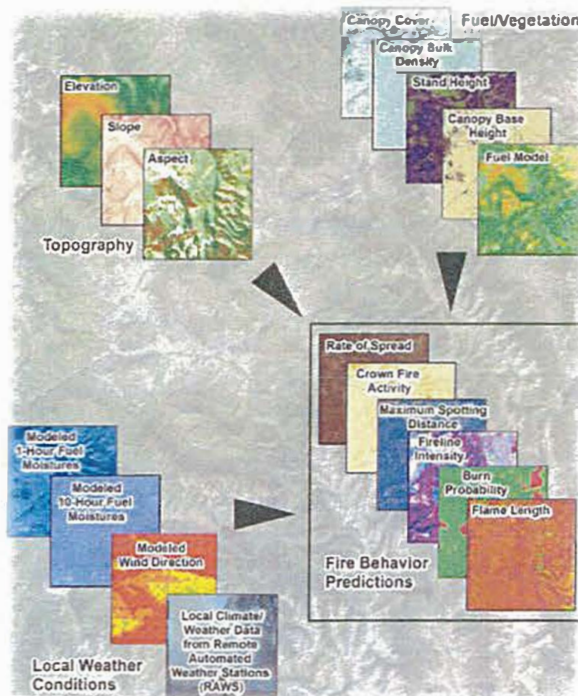
Exhibit 1

Scope of Work

Confidential and Proprietary, © 2018 The Anchor Point Group. LLC., ALL RIGHTS RESERVED

Any and all graphics included in this SOW are for illustrative and representative purposes only and shall not be relied upon as depictions of the final deliverables.

No-HARM wildfire hazard/risk assessment system. Advanced fire behavior modeling methods from FlamMap will take local information about fuel, weather and topography and generate predictions of fire behavior. This raw information has been interpreted and weighted to be applicable to assess the hazard/risk to structures and infrastructure from wildfire.



No-HARM also incorporates historic wildfire occurrence in predicting the potential for wildfire activity in the future. By using historic ignition points and fire perimeters to simulate future fire seasons, the model provides the probability that an area will burn in any given year. In addition to fire behavior and probability of occurrence, the No-HARM evaluates the built environment. Factors such as parcel density, road system complexity, distance to fire stations and other anthropogenic elements are factored into the final ratings. Additionally, the model incorporates Foehn wind adjustments, and evaluates areas that are susceptible to embers, smoke and may pose evacuation complications. Because it provides a consistent, district-wide assessment of wildfire threat, No-HARM is ideal for informing a variety of policy, management, pre-planning and code administration decisions. By

comparing locations of values-at-risk to these fire-prone areas, efforts to protect homes and property can be focused, increasing effectiveness, limiting costs and promoting local action. Similarly, proper assessment of threat to critical infrastructure can reduce potentially catastrophic interruption in vital services.

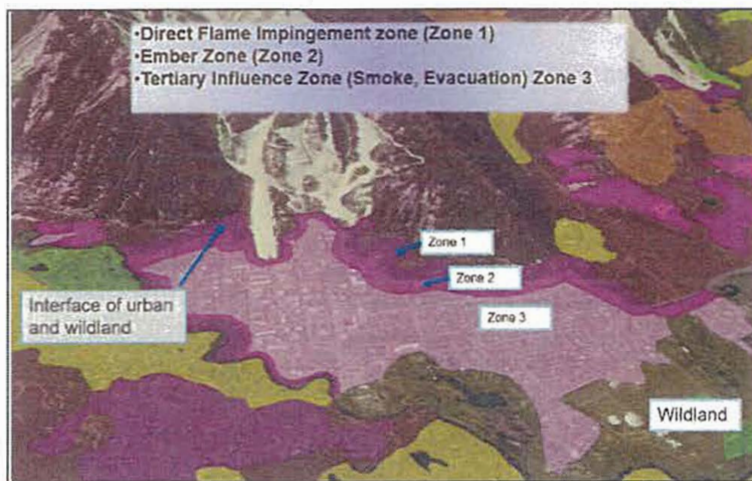
The No-HARM product provides access to FireSheds with a wildfire hazard assigned for each. FireSheds average 150-175 acres in size. No-HARM also includes the interface zones which define vulnerability to direct flame contact, embers, smoke and fire penetration into urban / suburban town areas. These base data can be overlaid with Town or county boundaries, or other polygons made available. No-HARM allows access to the extensive attribute data contained within the delivered shapefiles. The final data set includes information used en-route to producing the overall hazard/risk ratings in the No-HARM FireSheds. This data can be

utilized to generate statistics and make custom maps to support wildfire pre-planning and land use decisions. Users can more easily understand where the hazards exist within their area, and what has contributed to the hazards, leading to a more educated user. The Town can then reference existing materials that further explain the issues. For instance, if a community is found to have a significant area of high risk, the Town can link to information from multiple sources to address the issue. Hillsborough can connect with communities to develop land use practices that will encourage inter-governmental cooperation while providing for life safety first.

2.2 Custom Data Enhancements

Anchor Point staff will work with the Towns of Burlingame, Hillsborough, Milbrae, San Mateo, Belmont, Fire Departments and stakeholders to refine the national scale model with local data and customize the final product.

The custom level of No-HARM™ refines the national and regional scale data inputs to local and neighborhood levels to provide for increased accuracy of risk assessment.



The custom level of No-HARM includes more locally-focused (as compared to the nation-wide data set), custom input data layers. Custom No-HARM includes:

- Custom fuel modeling.
 - Includes field verification where needed.
- Modification of the existing fuels layer to include completed fuel reduction projects.
- Refinement of the WUI line that separates FireSheds from

Ember Zones.

- For example, it is possible to utilize home footprints (if available from the Town) instead of parcel centroids, to ascertain the location of the wildland urban interface.
- Digitizing golf courses, ball fields, open spaces and fuel islands to allow for enhancements in the model.
- Street distance travel to fire stations
- Detailed ember zone / suburban fire penetration modeling
- Ensure the stakeholder group agrees with the model's accuracy, form and function.

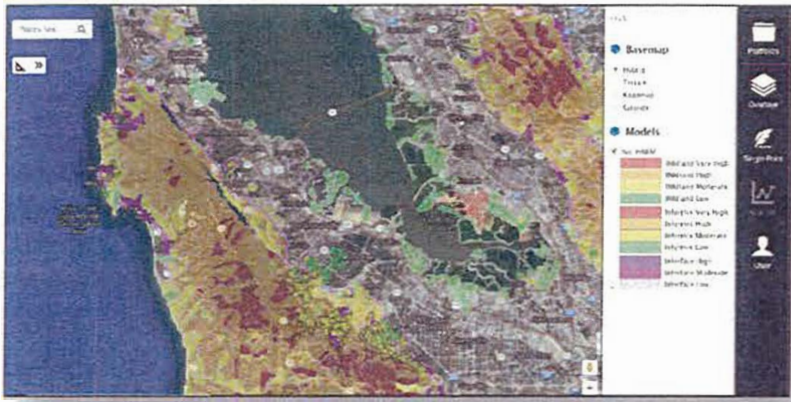
Web Mapping and Data Visualization

The web map interface is about the user interaction, customization of the data, and empowering the Towns through intuitive visualization of the data. Anchor Point has developed a user interface specifically designed to warehouse and utilize the No-HARM data. This interface includes the ability for the No-HARM database to be accessed seamlessly on desktop or tablet. This system is invaluable in the facilitation of wildfire mitigation assessments, projects and overall maintenance of the program. The portal includes:

- Variety of base maps (aerial, street and topo)
- Overlay legends and opacity control
- Data response for multiple points (terrain, elevation, slope, aspect, No-HARM risk description)

- o Addition Authorized Content
 - geocoder
 - measuring tool
 - No-HARM overlay with FireSheds
 - fire Behavior layers
 - three static client overlays (at no additional cost- i.e. home footprints, jurisdictional boundaries, FRAP layer etc.)
 - data response includes detailed No-HARM values

Although our platform is very intuitive, we also provide excellent support.



This screen capture shows an example of our user interface which contains an address search, measuring tool and analysis capabilities. Area of study is identified below

