



# Greater Alpine Fire Safe Council 2018-19 Defensible Space Assistance Program (DSAP) Participation Agreement

The Defensible Space Assistance Program (DSAP) of Greater Alpine Fire Safe Council is designed to assist low income residential property owners to bring the first 100 feet or more from their homes into compliance with accepted good practices for defensible space against wildfires. This program is a priority for Greater Alpine Fire Safe Council but will be limited by funds available to complete the necessary work.

The population targeted for the DSAP is the financially needy: of these, those unable to complete the work on their own property such as the elderly (older than 62 years of age), the infirm, the disabled or the physically challenged will receive preference. In addition, widows and widowers, single parents, veterans, and low-income military families might also be considered for the program. The property owner must apply for the DSAP. Each application will be carefully considered. Application approval will be at the discretion of Greater Alpine Fire Safe Council or their appointee.

## Information and Instructions for Defensible Space Application

Alpine Fire Protection District or the San Diego County Fire Authority (“Fire Agency”) or a Registered Professional Forester (RPF) has inspected/will inspect your property to determine its needs for defensible space. Defensible space is considered the area within 100 horizontal feet of Owner's home and within 20 horizontal feet of driveways and roads unless otherwise defined by the fire marshal /RPF (the “Project Area”). The Fire Agency/RPF has made recommendations regarding fire safe vegetation treatments within the Project Area for which GAFSC can contribute funding. Treatments will include the mowing, trimming, and thinning of hazardous brush and weeds, chipping the cuttings and leaving them on the property for mulch. Materials that cannot be chipped will be staged for the homeowner’s recycling removal service. Ornamental plants, trees or shrubbery will be left intact unless the Fire Agency determines that such foliage presents a threat to the home and needs appropriate treatment.

Note: Greater Alpine Fire Safe Council (GAFSC) may limit the amount of work that is done on any one property according to its available funds. **The maximum contribution from GAFSC towards this project is \$2,500.**

### Qualifications:

**You must be the legal owner of the property to be cleared.**

**You must be Low-Income:** Proof of monthly/yearly income by income tax return, or other comparable means. Income that will be considered is total gross income of all residents on the property where defensible work is to be done. (Total gross income is income prior to deductions,

not gross adjusted income or net income). PLEASE DO **NOT** SEND YOUR INCOME DOCUMENTATION WITH YOUR SIGNED AGREEMENT. We will verify it later when we meet with you.

Low income threshold is determined by the June 1, 2018-May 31, 2019 guidelines for the California Alternate Rates for Energy (CARE) found at <http://www.cpuc.ca.gov/PUC/energy/Low+Income/care.htm>

The CARE Guidelines for June 1, 2018 to May 31, 2019 are as follows:

Persons in family	CARE Guideline
1-2	\$32,920
3	\$41,560
4	\$50,200
Each additional person add	\$8,640

**In addition to low income, are you:**

**Elderly:** Person or a couple, 62 years of age or older, living alone in the home.

**Disabled:** Provide proof of disability (Department of Motor Vehicles Disability Placard, Disabled Veterans ID or Social Security Disability Insurance). If there is no proof of disability as previously described, the property owner will complete the application and have a doctor or qualifying healthcare professional complete the Medical Release and Certification form.

**Even if you are not elderly or disabled, and funding is available, you may be considered if you are low income and you fall into one of the following verifiable categories:**

**Widow or widower**

**Single parent**

**Veterans**

**Low-income military family**

The Program complies with the rules and standards for participation approved by the California Fire Safe Council.





# Greater Alpine Fire Safe Council 2018-2019 Defensible Space Assistance Program (DSAP) Participation Agreement

This Agreement, between Parcel Owner, [REDACTED] (“Owner”) and Greater Alpine Fire Safe Council (hereafter “GAFSC”) is for the purpose of allowing GAFSC to assist in removing any defensible space violations located on Owner’s property. In furtherance of GAFSC's hazardous fuels reduction project in the Alpine, CA area (“Project”), Owner agrees to participate in Project pursuant to the following terms and conditions:

- 1) GAFSC, as administrator of the Project, shall designate a vegetation management contractor (hereafter “Contractor”) who shall undertake the treatment of brush and other fire prone vegetation from Owner’s lot. Contractor shall have proper bonding and insurance and shall be responsible for supervising the work crew and use of equipment engaged in the treatment. When chipping, Contractor may chip the brush in place on the lot or on a nearby street and distribute it appropriately around the lot.
- 2) To achieve effective fuels reduction in the Project work area, a representative of Alpine Fire Protection District (“Fire Agency”) or Registered Professional Forester (RPF) has identified areas, within 100 horizontal feet of Owner’s home and within 20 horizontal feet of driveways and roads, to be thinned of brush, leaving behind selected trees and other vegetation such as bushes, landscaping or other vegetation that Owner desires to preserve that Fire Agency approves. It is the responsibility of Owner to identify and clearly mark such trees, bushes, landscaping or other vegetation. However, although Contractor will use its best effort to preserve marked trees and vegetation, neither Contractor nor GAFSC can promise such marked trees or vegetation will be preserved and Owner holds Contractor and GAFSC harmless and not liable for any damage or destruction to marked trees and other vegetation in the Project zone.
- 3) The total cost of the suitable treatments shall be solely borne by and **fully paid for by GAFSC up to a maximum of \$2,500**. Such costs may include work conducted by GAFSC volunteers and Owner grants such volunteers access to Owner’s property to assist with Project work. However, in the event that funding is exhausted before the completion of the entire project, GAFSC may exit the Project without penalty.
- 4) The Project shall in no way alter or affect the current or future property rights of the Owner or future owners. There will be no establishment of open space or any other environmental restriction imposed on the property as a consequence of the firebreak, nor shall any limitations be placed on the ability of Owner’s future use or rights to deed said property.
- 5) Owner understands that the Project is a fuels reduction project to create defensible space and that Project work *may* reduce the risk of wildfires on Owner’s lot. However, there is *no*

*guarantee or warranty* by GAFSC or the Contractor that future wildfires will not occur on Owner's lot or that such wildfires, if they do occur, will not damage Owner's property or neighboring property. Owner also understands that, over time, fire prone brush and vegetation will grow back and re-establish a high fire hazard unless the cleared or thinned area is maintained. Since additional grant monies may not be available to provide such future maintenance it is understood that GAFSC assumes no future responsibility to maintain the results of the Project work by periodically removing or cleaning out weeds, grass, and brush that begin to re-grow in the project zone. However, at a minimum upon request, GAFSC will provide guidance to Owner in developing a plan to control re-growth of brush in Project areas.

- 6) **DISCLAIMER. OWNER UNDERSTANDS THAT IMPLEMENTING THE RECOMMENDATIONS PROVIDED BY GAFSC MAY REDUCE THE RISK OF DAMAGE FROM WILDFIRES ON OWNER'S PROPERTY. HOWEVER, THERE IS NO GUARANTEE OR WARRANTY BY GAFSC OR ANY FUNDING AGENCY THAT FUTURE WILDFIRES WILL NOT OCCUR ON OWNER'S PROPERTY OR THAT SUCH WILDFIRES WILL NOT DAMAGE OWNER'S PROPERTY OR NEIGHBORING PROPERTY OR POSE A HAZARD TO TRAVEL. OWNER ACCEPTS ALL RISKS OF FUTURE WILDFIRES ON OWNER'S PROPERTY AND ALL CONSEQUENCES THEREOF.**

 Owner(s) Initials, Date

- 7) LIMITATION OF LIABILITY. GAFSC SHALL HAVE NO LIABILITY UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF GAFSC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF GAFSC, REGARDLESS OF THE BASIS OF THE CLAIM, SHALL BE LIMITED TO THE AMOUNT GAFSC CONTRIBUTED FOR THE SCOPE OF WORK. THIS LIMITATION OF LIABILITY IS A MATERIAL TERM OF THIS AGREEMENT AND THIS AGREEMENT IS DEPENDENT UPON ITS INCLUSION.
- 8) Owner agrees to indemnify, defend and hold harmless GAFSC from and against any and all claims, demands, suits, causes of action, damages, loss, attorney's fees, or expense arising from or relating to this Agreement.
- 9) Owner grants GAFSC permission to photograph the Project Area both before and after the Scope of Work has been performed and to submit said photographs as documentation to the funding agency ONLY. GAFSC will make no other use of this information without first obtaining Owner's consent. Owner agrees to allow sharing of the Owner's contact information with the funding agency to verify the use of grant funds in accord with grant requirements.
- 10) Any disputes arising under this Agreement will be submitted to binding arbitration pursuant to the rules and procedures of the American Arbitration Association.
- 11) This agreement shall be interpreted in accordance with the laws of the State of California.

- 12) No waiver, modification, or amendment of any of the provisions of this agreement shall be binding unless it is in writing and signed by duly authorized representatives of both parties.
- 13) This Agreement sets forth all covenants, agreements, conditions, and understandings between the parties hereto.
- 14) Notwithstanding any other provision of this Agreement, GAFSC, at its sole discretion, may refuse to provide or terminate its service to any Defensible Space Assistance Program (DSAP) customer upon written notice to the customer.
- 15) If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect and shall in no way be affected, impaired or invalidated.
- 16) Although GAFSC and Contractor will use its best efforts to adhere to a specified schedule to conduct Project work on Owner's lot, it is understood that Contractor may be frequently interrupted because of weather conditions. Therefore, any such schedule is only intended as approximate. However, GAFSC or Contractor will notify Owner before entering Owner's lot to conduct Project work and Owner agrees to provide access to Contractor's employees to conduct Project work provided such prior notification is made.
- 17) Your contact information may be shared with our funding agency if requested to confirm use of grant funds.
- 18) The Program complies with the rules and standards for participation approved by the California Fire Safe Council.
- 19) Any disputes arising under this Agreement shall be submitted to binding arbitration pursuant to the rules and procedures of the American Arbitration Association.

I wish to apply for the Defensible Space Assistance Program (DSAP) of the Greater Alpine Fire Safe Council and understand the agreement and consent to the conditions as stated above. The Grant funding for this DSAP is currently furnished by a community grant from the Sunrise Powerlink Fire Mitigation Grants Program.

**Property Owner:**

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Co-owner, if any, signature \_\_\_\_\_

**Property Address:** \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Parcel (APN) Number: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Greater Alpine Fire Safe Council:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

G. A. Neville Connell, President

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Vicki Murphy, Treasurer

MAIL TO: GAFSC/DEFENSIBLE SPACE  
P.O. BOX 342  
ALPINE, CA 91903

Contact information for Greater Alpine Fire Safe Council:

Web site: [www.greateralpinefsc.org](http://www.greateralpinefsc.org)

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