

6.

RESOLUTION NO. 15-15

RESOLUTION OF THE LOS ALTOS HILLS COUNTY FIRE DISTRICT APPROVING AND AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE LOS ALTOS HILLS COUNTY FIRE DISTRICT AND SP McCLENAHAN, a CALIFORNIA CORPORATION

WHEREAS, the Board of Directors of the Los Altos Hills County Fire District ("District") has read and considered that certain Second Amendment to the Agreement between the District and SP McClenahan a California Corporation ("Consultant").

WHEREAS, the District wishes to continue with its Tree Trimming and Removal Program ("Program"); and

WHEREAS, the District's Consultant, Stu Farwell, recommends that the District continue with SP McClenahan in FY 15-16 as the funds have been budgeted.

NOW, THEREFORE, the Board District does **RESOLVE** as follows:

1. Public interest and convenience require the District to enter into the Second Amendment to the Agreement described above.
2. The District hereby approves the Second Amendment to the Agreement and the President of the District's Board is hereby authorized on behalf of the District to execute the Second Amendment to the Agreement between the District and SP McCLENAHAN, a California Corporation.
3. Stu Farwell, the District Consultant, is authorized to issue Notice(s) to Proceed in his discretion

PASSED AND ADOPTED this ____ day of _____, 2015.

By:

Dorothy Price, Board President

ATTEST:

District Clerk

**AMENDMENT NO. 2 TO EXTEND
AGREEMENT FOR TREE TRIMING AND REMOVAL PROGRAM**

This Amendment No. 2 is made as of October 20, 2015, with respect to that certain Agreement for Tree Trimming and Removal Program as amended (collectively "Agreement") by and between the Los Altos Hills County Fire District ("District") and SP McClenahan, a California Corporation ("Consultant").

RECITALS

A. District and Consultant entered into the Agreement on February 19, 2013 and amended it on February 25, 2014.

B. District now desires to amend the Agreement to make certain that the Agreement continues through FY 15-16.

NOW, THEREFORE, in consideration of their mutual covenants, District and Consultant do hereby agree as follows:

1. The following language shall be added to Section Six Compensation "In no event shall the total compensation and costs payable to Consultant under this Agreement in FY 15-16 exceed Two Million Eight Hundred Thousand (\$2,800,000).
2. Other than set forth above, no other provisions of the Agreement are amended and all other provisions of the Agreement are in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the date set forth above.

LOS ALTOS HILLS COUNTY FIRE DISTRICT: **SP McCLENAHAN, a California Corporation:**

Dorothy Price, President of the Board

BY: Joshua McClenahan
ITS: Chief Operating Officer

ATTEST:

District Clerk

G.A.

MEMO

DATE: October 9, 2015
TO: LAHCFD COMMISSIONERS
FROM: Stu Farwell, Fire Consultant & Duffy Price, President LAHCFD
RE: LAHCFD Tree Program - Pending Extension and Future Directions

BACKGROUND

Pending approval at the LAHCFD Commission Meeting on October 20, 2015, an Extension Contract with McClenahan & Co. will provide for the continuation of the Tree Program to remove hazardous trees during this period of drought and for fire prevention. McClenahan is staffed and prepared to meet the District's requirements for tree removal for the remainder of the fiscal year. *(Estimate of the number of trees remaining to be serviced ~950 and expenditure ~\$1,780,000.)*

RECOMMENDATION

It is recommended that the District continue the Tree Program for the remainder of the fiscal year using our present contractor for the following reasons:

1. The District is budgeted and the contractor is staffed for the continuation of the tree work for the remainder of the FY 15/16.
2. If the program is put on hold additional hazardous trees will be identified that will not be cut. It will take 5-6 months after the program is restarted to cut these trees – too long of a time for hazardous trees to remain standing.
3. The Town is counting on the Fire District to remove trees as quickly as possible. Homeowners have been given a deadline by the Town to have the trees removed.
4. Standing commitments appointments have been made with the majority of the residents to have their trees removed within the next 1-5 months.
5. There is no assurance if a new contractor is hired that the prices will be any less expensive than the existing contractor.

REQUEST TO COMMISSIONERS

At this time, we need direction from Commission on what information they want, what process do you want to see used, what concerns do you have?

Options for consideration:

1. Appoint an Ad Hoc committee for the purpose of defining how to proceed.
2. Overview of factors used in estimating costs to remove trees:
 - Size of tree – height and diameter
 - Tree species
 - Location on the property
 - Access availability
 - Physical obstructions – overhead wires/swimming pools/adjoining trees, etc.
 - Wood disposal costs
 - Traffic management costs
 - Required permits and their costs
 - Fixed costs; i.e., fuel, insurance, salaries, equipment/depreciation
3. Determine timeline to maximize effectiveness of the Tree Program.

Respectfully submitted,

Stu Farwell, Fire Consultant
LAHCFD

Duffy Price, President
LAHCFD

Action: _____

Date: _____