

**RESOLUTION NO. 19-10**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
LOS ALTOS HILLS COUNTY FIRE DISTRICT AUTHORIZING EXECUTION OF  
AMENDMENT NO. 1 TO THE CONTRACT FOR ARBORIST SERVICES BETWEEN  
THE LOS ALTOS HILLS COUNTY FIRE DISTRICT AND KIELTY ARBORIST  
SERVICES**

**WHEREAS**, on June 19, 2018, the Los Altos Hills County Fire District (“District”) and Kielty Arborist Services (“Kielty”) entered into a Contract for Arborist Services (“Contract”); and

**WHEREAS**, the District’s Fuel Reduction Subcommittee has recommended and the District has approved changes to the District’s Tree Removal Program; and

**WHEREAS**, the changes to the District’s Tree Removal Program require Kielty to provide services to the District that differ from the scope of services provided in the Contract;

**WHEREAS**, the District and Kielty now desire to amend the Contract to include the new scope of services as set forth in Amendment No. 1 to the Contract for Arborist Services (“Amendment”) attached hereto as Exhibit 1; and

**WHEREAS**, the District Board has read and considered the Amendment.

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

1. Public interest and convenience require the District to enter into Amendment No. 1 to the Contract for Arborist Services between the Los Altos Hills County Fire District and Kielty Arborist Services, which is attached hereto as Exhibit 1.
  
2. The District hereby approves the Amendment and the District Board President is hereby authorized on behalf of the District to execute the Amendment attached hereto.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of April, 2019.

By:                 /S/    
Mark Warren, Board President

ATTEST:  
    
/S/  
District Clerk

Exhibit

**AMENDMENT No. 1**  
**TO THE CONTRACT FOR**  
**ARBORIST SERVICES**

**THIS AMENDMENT No. 1**, made and entered into as of the \_\_\_\_\_ day of April 2019, to the Contract for Arborist Services (“Contract”) made and entered into on June 19, 2018, by and between Los Altos Hills County Fire District, hereinafter referred to as "**DISTRICT**," and KIELTY ARBORIST SERVICES, hereinafter referred to as "**CONSULTANT**."

**RECITALS**

**WHEREAS**, on June 19, 2018, DISTRICT and CONSULTANT entered into a Contract for arborist services; and

**WHEREAS**, CONSULTANT is an independent contractor providing similar professional services to numerous other agencies; and

**WHEREAS**, at the DISTRICT’s meeting on March 19, 2019, the DISTRICT BOARD decided to revise the dead tree program; and

**WHEREAS**, the revisions to the DISTRICT’s dead tree program necessitate a change to the Contract’s scope of service.

In consideration of the covenants, conditions and promises hereinafter contained, to be kept and performed by the parties hereto, DISTRICT and CONSULTANT hereby agree that the following sections of the Contract are amended to read as follows:

1. Section 1, **SCOPE AND LEVEL OF SERVICES**, is hereby amended to delete Section 1 in its entirety and replace it with the following::

“1. **SCOPE AND LEVEL OF SERVICES**. “CONSULTANT shall evaluate trees at up to 170 properties on the current Tree Removal Waitlist and located within the DISTRICT and determine which trees at each property, if any, qualify for removal based on the District’s Guidelines for Qualification for Tree Removal (“Guidelines”) The Guidelines will be provided to CONSULTANT prior to start of the evaluations. CONSULTANT shall prepare an excel spreadsheet showing the name, address and phone numbers of each resident listed on the dead tree removal program waitlist as of March 19, 2019, and identify each tree that qualifies for removal pursuant to the Guidelines (“Spreadsheet”). CONSULTANT shall also note on a separate sheet any other trees and site observations.

1.1 CONSULTANT is responsible for contacting property owners prior to arrival and must obtain approval from the property owner before accessing a property.

1.2 Spreadsheet must also include relevant information about the tree(s), including location, tag number, species, diameter, height; and relevant information on work to be done, including designation of work, estimated hours for work, estimated cost of work, priority ranking based on risk of fire to nearby buildings, and any other recommendations or considerations. CONSULTANT shall include with the Spreadsheet photographs of each tree identified on the Spreadsheet that show the location of the tree, and surroundings of the tree. The

photographs shall identify the tree by numbers corresponding to the number of the tree on the Spreadsheet.

1.3 It is essential to this Agreement that the information contained in the Spreadsheet is accurate, and that all photographs attached to the Spreadsheet provide a clear sense of the surroundings and include powerlines, terrain, creeks, or nearby structures, if any. Errors on the Spreadsheet may lead to unnecessary increased costs for the DISTRICT.”

2. Section 2, **TIME FOR PERFORMANCE**, is hereby amended to delete Section 2 in its entirety and replace it with the following:

“2. **TIME FOR PERFORMANCE**. The services shall be performed on a timely and regular basis. CONSULTANT shall comply with any turnaround times set forth by the District’s Fire Consultant or its designee. On or before May 24, 2019, CONSULTANT shall have completed and submitted to the District the Spreadsheet and notes for properties on the first half of the waitlist located within Areas 1, 2, and 3 of the District (West of Highway 280). On or before June 30, 2019, CONSULTANT shall have completed and submitted to the DISTRICT the Spreadsheet and notes for the properties on the second half of the waitlist located in Areas 4, 5, and 6 of the DISTRICT (East of Highway 280).”

3. Section 3, **STANDARD OF PERFORMANCE**, is amended to add the following sentence to the end of the paragraph:

“CONSULTANT is expected to review all documents it prepares for the DISTRICT, including, but not limited to Spreadsheets, for quality control (i.e. accuracy regarding size and description of trees). DISTRICT may perform periodic review of the Spreadsheet or other work product produced by CONSULTANT for quality control purposes. CONSULTANT shall cooperate and assist as needed with any request by the DISTRICT to review documents for quality control.”

4. All other terms of the Contract, which are not in conflict with the provisions of this First Amendment, shall remain unchanged and in full force and effect. In case of a conflict in the terms of the Contract and this First Amendment, the provisions of this First Amendment shall control. If there is any conflict in the terms of this First Amendment with the exhibits or attachments, then the provisions of this First Amendment shall control.

**IN WITNESS WHEREOF**, the District and Consultant have executed this Contract effective as of the date written above.

**LOS ALTOS COUNTY FIRE DISTRICT:**

By:  /S/ \_\_\_\_\_  
President, Board of Directors

**ATTEST:**

/S/ \_\_\_\_\_  
District Clerk

**KIELTY ARBORIST SERVICES:**

By:  /S/ \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

EIN \_\_\_\_\_