

AMENDMENT No. 2

**TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE LOS ALTOS HILLS COUNTY FIRE DISTRICT
AND MUNICIPAL RESOURCE GROUP FOR STRATEGIC PLANNING
SERVICES**

THIS AMENDMENT No. 2 (“Amendment No. 2”) to the Professional Services Agreement between the Los Altos Hills County Fire District and Municipal Resource Group made and entered into on August 17, 2020 (“Agreement”) is made and entered into by and between the Los Altos Hills County Fire District (“District”) and Municipal Resource Group (“MRG” or “Consultant”) as of the 20th day of January 2021.

RECITALS

WHEREAS, on August 17, 2020, District and Consultant entered into the Agreement for assistance with the planning process and development of the District’s Successor Strategic Plan; and

WHEREAS, Consultant is experienced in working with public agencies in development of strategic planning processes, creation and finalization of strategic plans and implementation of strategic plan goals and objectives and providing consultant services to personnel and the Board of Commissioners and to the community for engagement in the implementation and deliverables and evaluation of the Strategic Plan; and

WHEREAS, on September 15, 2020, District and Consultant entered into AMENDMENT No. 1 (“Amendment No. 1”) to add Phase II Services to the Agreement; and

WHEREAS, the District and Consultant now desire to enter into Amendment No. 2 to add Phase III to the Agreement as defined herein for Consultant to collaborate with District personnel and the District Board of Commissioners to render certain professional consulting services for community engagement, implementation, deliverables and evaluation of the Successor Strategic Plan.

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 section of the Agreement, as amended by Amendment No. 1, is further amended to read as follows:

1. Section 1, SCOPE OF AGREEMENT, is hereby amended to add Phase III Services as specified in the Phase III Statement of Services dated January 20, 2021, attached hereto as Exhibit A2. Section 1 is amended to add an additional paragraph to the end of Section 1 to read as follows:
“In addition to Phase I and Phase II Services, MRG shall provide professional services to the District for Phase III as specified in the Phase III Statement of Services dated January 20, 2021, attached as Exhibit A2 (“Phase III Services”) to Amendment No. 2 to provide assistance to District personnel and the Board of Commissioners and to the

community for engagement in the implementation and deliverables and evaluation of the Successor Strategic Plan. Collectively, Phase I Services and Phase II Services and Phase III Services are referred to hereafter as “Services.” Phase III Services are approved and incorporated into this Agreement, as specified in the Phase III Statement of Services dated January 20, 2021, attached as Exhibit A2 to Amendment No. 2.

Parties agree that as part of Phase III Services, Consultant may provide additional consulting services for future projects that may include, records management systems and review of District’s records and potential grant writing services and other consulting services for District Administration that may be identified from time to time and agreed to by the parties. A Project Proposal for these future services shall include: Scope of Services, compensation for services, deliverables and a timeline for completion of the project, and shall be approved in writing by the District Representative and Consultant Representative, and be incorporated into this Agreement. Generally, Consultant shall be compensated at an hourly rate of pay to perform consulting services. Reimbursement may also include incidental expenses such as; administrative support services, supplies and materials, and mileage and if reimbursed, shall be specified in the Project Proposal.

2. Section 4. TERM OF AGREEMENT is hereby amended to delete:
“the completion of Services, or January 31, 2021, whichever occurs first,”
and replace it with “January 31, 2022.”
3. Section 5.1, COMPENSATION, Payment Schedule, is hereby amended to add the following sentence at the end of Section 5.1.
“District shall compensate MRG for Services as set forth in Exhibit A2, Phase III Services and additional agreed upon Phase III consulting services not to exceed the amount of Twenty Thousand Dollars (\$20,000).”
4. Except as modified in this Amendment No. 2, all remaining terms of the Agreement and Amendment No. 1 shall remain in full force and effect. If any conflicts exist between the Agreement, Amendment No. 1, and Amendment No. 2, the terms of this Amendment No. 2 shall control. If there is any conflict in the terms of this Amendment No. 2 with the exhibits or attachments, then the provisions of this Amendment No. 2 shall control.
5. Counterparts; Electronic/Digital Signatures. This Amendment No. 2 may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the Parties have fully executed this Amendment No. 2. Unless otherwise prohibited by law or District policy, the Parties agree that an electronic copy of this Amendment No. 2, or an electronically signed Amendment No. 2, has the same force and legal effect as the Amendment No. 2 executed with an original ink signature. The term “electronic copy of this Agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed Amendment No. 2 in a portable document format. The term “electronically signed Agreement” means the Amendment No. 2 that is executed by applying an electronic signature using technology approved by the District.

IN WITNESS WHEREOF, the District and Consultant have executed this Amendment No. 2 effective as of the date written above.

**LOS ALTOS COUNTY FIRE
DISTRICT:**

**MUNICIPAL RESOURCE
GROUP, LLC**

By: _____
Mark Warren,
Board President

By: _____
Mary Egan, Partner, MRG

APPROVED AS TO FORM AND
LEGALITY

Christopher R. Cheleden
Lead Deputy County Counsel

ATTEST:

Cori Vargas
District Clerk

Attachment: Exhibit A2: Phase III Scope of Services

EXHIBIT A2

Date: January 20, 2021

Phase III Scope of Services

Phase III Consulting Services are to include assistance to District personnel and the Board of Commissioners and to the community for engagement in the implementation and deliverables and evaluation of the Successor Strategic Plan:

1. Assist District staff to determine their role and deliverables in certain Successor Strategic Plan (SSP) Goals, Objectives and develop a work plan with timelines and deliverables.
2. Assist Board of Commissioners to determine each of their roles and deliverables with their SSP Goals, Objectives and develop a work plan with timelines and deliverables.
3. Plan for engagement of the community, utilize zoom meetings, determine participants from group of stakeholders and partners for input of implementation of the SSP Goals and Objectives.
4. Unify various work plans for implementation of the Objectives, evaluate and recycle activities as needed.
5. Provide updates at Commission public meetings as needed to report on achievements.
6. Prepare written reports.
7. Spot deficiencies, develop alternatives, include new events as the District progresses through rapid change and evolution.
8. Determine and implement evaluation and metrics for the SSP; recommend and revise for continuous improvement of the SSP process and deliverables
9. Prepare the District for upcoming Countywide Fire Protection studies by LAFCO and the County of Santa Clara
10. Assist with coordination and collaboration with Central Fire and LAH Town pertaining to activities for successful implementation of the SSP
11. Include other tasks, activities, pivots, projects as determined with staff as needed.

Consultant's Services for Marcie Scott are at the pay rate of \$200.00 per hour. Incidental expenses for mileage, supplies, materials and administrative support ("Incidental Expenses"), are reimbursable and billed separately for an annual amount not to exceed Four-Hundred Dollars (\$400.00). Incidental Expenses are included in the Phase III annual expenditures not to exceed Twenty Thousand Dollars (\$20,000). Other Consultant Services hourly rate of pay and Incidental Expenses shall be set forth in the Proposal for Services that shall state the Scope of Services, compensation, deliverables and timeline for completion of the project. Other Consultant Services total expenditures are included in the Phase III annual expenditures not to exceed Twenty Thousand Dollars (\$20,000).