

RESOLUTION NO. 19-39

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
LOS ALTOS HILLS COUNTY FIRE DISTRICT AUTHORIZING
EXECUTION OF AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN
THE LOS ALTOS HILLS COUNTY FIRE DISTRICT
AND S.P. McCLENAHAN CO., INC. FOR
BRUSH AND WOOD CHIPPING SERVICES**

WHEREAS, on June 19, 2018, the Los Altos Hills County Fire District (“District”) and S.P. McClenahan Co., Inc. (“McClenahan”) entered into an Agreement for Brush and Wood Chipping Services and on July 17, 2019 District and McClenahan entered into Amendment No. 1 (“Agreement”); and

WHEREAS, the Agreement has a termination date of December 31, 2019; and

WHEREAS, the District expects to revise its Brush Chipping Program (“Program”) in FY19/20, but anticipates continuing to provide brush chipping services to District residents and therefore allotted Four-Hundred Thousand Dollars (\$400,000) for the Program in its FY19/20 budget; and

WHEREAS, at its June 18, 2019, meeting, the District Board adopted the Revised Annex 4 and Addendum to the Santa Clara County Community Wildfire Protection Plan as the District’s Community Wildfire Protection Plan (“CWPP”); and

WHEREAS, the CWPP identifies fuels as one of the four factors that influence the spread of wildfire and identifies the Program as a fuel mitigation resource offered to residents through the District’s Residential Programs; and

WHEREAS, the District is working to revise the Program and working to prepare an Invitation to Bid for these services, but until the Program is revised, for safety and fire suppression, it is in the best interest of the District to extend the term of the Agreement through March 31, 2020 and to include a provision to pause brush and wood chipping services during certain red flag warnings, as specified in detail in Amendment No. 2; and

WHEREAS, the District and McClenahan now desire to amend the Agreement as set forth in Amendment No. 2 to the Agreement between Los Altos Hills County Fire District and S.P. McClenahan Co., Inc. for Brush and Wood Chipping 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 the Amendment, 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 15th day of October, 2019.

By: _____
Mark Warren, Board President

ATTEST:

District Clerk

**AMENDMENT No. 2 TO THE AGREEMENT BETWEEN THE
LOS ALTOS HILLS COUNTY FIRE DISTRICT AND
S.P. McCLENAHAN CO., INC. FOR
BRUSH AND WOOD CHIPPING SERVICES**

THIS AMENDMENT No. 2, made and entered into as of the _____ day of October 2019, to the Agreement between the Los Altos Hills County Fire District (“District”) and S.P. McClenahan Co., Inc. (“Contractor”) for Brush and Wood Chipping Services (“Agreement”) made and entered into on June 19, 2018, and amended on July 1, 2019.

RECITALS

WHEREAS, on June 19, 2018, District and Contractor entered into an Agreement for brush and wood chipping services and on July 17, 2019, the District and Contractor executed Amendment No. 1 to the Agreement; and

WHEREAS, Contractor is an independent contractor providing similar professional services to numerous other agencies, companies, and individuals; and

WHEREAS, the Agreement has a termination date of December 31, 2019;

WHEREAS, for safety and fire suppression, it is in the best interest of the District to extend the term of the Agreement until March 31, 2020;

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

1. Section 1, **SCOPE AND LEVEL OF SERVICES**, is hereby amended to add:
 - c. Contractor shall pause work during Red Flag warnings, PG&E Public Safety Power Shutoff events, and/or if directed to by the District on the advice of the Santa Clara County Fire Department for the protection and safety of District residents and Contractor’s employees.
2. Section 2, **TERM**, is hereby amended to read as follows:

“2. **TERM**. “The services furnished under this Agreement shall commence on July 1, 2018, and shall expire on March 31, 2020, unless terminated at an earlier date pursuant to Paragraph 11 of the Agreement.”
3. Section 3, **COMPENSATION**, is hereby amended to revise subsection (d) to read as follows:
 - d. For District’s Fiscal Year 19-20, Contractor shall not bill the District, for the work performed under this Agreement, more than One-Hundred Ninety Thousand Dollars (\$190,000), without the prior written approval of the District’s Board of Commissioners.
4. All other terms of the Agreement, which are not in conflict with the provisions of this Second Amendment, shall remain unchanged and in full force and effect. In case of a conflict in the terms of the Agreement and this Second Amendment, the provisions of this Second Amendment

shall control. If there is any conflict in the terms of this Second Amendment with the exhibits or attachments, then the provisions of this Second 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:

S.P. McCLENAHAN CO., INC.:

By: _____
President, Board of Directors

By: _____

ATTEST:

Name (printed): _____

District Clerk

Title: _____
EIN _____