

AMENDMENT No. 3

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

THIS AMENDMENT No. 3 (“Amendment No. 3”) 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”) and amended on September 15, 2020 (“Amendment 1”) and January 20, 2021 (“Amendment 2”) 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 19th day of October 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 (“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, on January 20, 2021, District and Consultant entered into Amendment No. 2 (“Amendment No. 2”) to add Phase III Services to the Agreement; and

WHEREAS, the District and Consultant now desire to enter into Amendment No. 3 to add Phase IV 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 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 Amendments No. 1 and No. 2, is further amended to read as follows:

1. Section 1, SCOPE OF AGREEMENT, is hereby amended to add Phase IV Services as specified in the Phase IV Statement of Services dated October 19, 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, Phase II and Phase III Services, MRG shall provide professional services to the District for Phase IV as specified in the Phase IV Statement of Services

dated October 19, 2021, attached as Exhibit A2 (“Phase IV Services”) to Amendment No. 3 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, Phase II Services, Phase III, and Phase IV Services are referred to hereafter as “Services.” Phase IV Services are approved and incorporated into this Agreement, as specified in the Phase IV Statement of Services dated October 19, 2021, attached as Exhibit A2 to Amendment No. 3.

2. Section 4. TERM OF AGREEMENT is hereby amended to delete: “the completion of Services, or January 31, 2022, whichever occurs first,” and replace it with “April 30, 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 IV Services and additional agreed upon Phase IV consulting services not to exceed the amount of Twenty Thousand Dollars (\$20,000).”

4. Except as modified in this Amendment No. 3, all remaining terms of the Agreement and Amendment Nos. 1 and 2 shall remain in full force and effect. If any conflicts exist between the Agreement, Amendments No. 1, Amendment No. 2 and Amendment No. 3, the terms of this Amendment No. 3 shall control. If there is any conflict in the terms of this Amendment No. 3 with the exhibits or attachments, then the provisions of this Amendment No. 3 shall control.
5. Counterparts; Electronic/Digital Signatures. This Amendment No. 3 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. 3. Unless otherwise prohibited by law or District policy, the Parties agree that an electronic copy of this Amendment No. 3, or an electronically signed Amendment No. 3, has the same force and legal effect as the Amendment No. 3 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. 3 in a portable document format. The term “electronically signed Agreement” means the Amendment No. 3 that is executed by applying an electronic signature using technology approved by the District.

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IN WITNESS WHEREOF, the District and Consultant have executed this Amendment No. 3 effective as of the date written above.

**LOS ALTOS HILLS COUNTY
FIRE DISTRICT:**

By: _____

Mark Warren,
Board President

**MUNICIPAL RESOURCE
GROUP, LLC**

By: /S/ _____

Mary Egan
Managing Partner, MRG

**APPROVED AS TO FORM AND
LEGALITY:**

 /S/

Christopher R. Cheleden
Lead Deputy County Counsel

ATTEST:

Cori Vargas,
District Clerk

Exhibit A2

Date: October 19, 2021

Phase IV Scope of Services

Phase IV 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 and other duties in support of District operations. The Scope of Services includes but is not limited to the Phase III Scope of Service with the following revisions:

1. Delete Item 1 and replace with:
“Assist District personnel to determine their role and deliverables in certain Successor Strategic Plan (SSP) goals and objectives; adapt plans to changing circumstances; unify various work plans for implementation and align with timelines and deliverables”.
2. Delete Item 4
3. Delete Item 9 and replace with:
“Assist and support the District in upcoming Countywide Fire Protection studies by LAFCO and the County of Santa Clara; conduct follow-up as needed.
4. Delete Item 10 and replace with:
“Assist with Records Management, grant writing or other related duties as needed”.