### **RESOLUTION NO. 20-31**

RESOLUTION OF THE LOS ALTOS HILLS COUNTY FIRE DISTRICT AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE LOS ALTOS HILLS COUNTY FIRE DISTRICT AND MUNICIPAL RESOURCE GROUP FOR STRATEGIC PLANNING SERVICES

**WHEREAS,** on August 17, 2020, the Los Altos Hills County Fire District ("District") by and through its General Manager, as authorized by Resolution 20-20, entered into an agreement with Municipal Resource Group ("MRG") for Strategic Planning Services ("Agreement"); and

WHEREAS, the Agreement contemplates review and consideration of approval of Phase II Services by the District Board at the District's September 2020 Meeting; and

**WHEREAS**, the District and MRG now desire to add Phase II Services to the Agreement as set forth in that Amendment No. 1 to the Agreement ("Amendment No. 1) attached here to as <u>Exhibit 1</u>; and

**WHEREAS**, District has reviewed and considered and wishes to enter into Amendment No. 1.

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

- 1. Public interest and convenience require the District to enter into the Amendment No. 1 attached hereto as Exhibit 1.
- 2. The District hereby authorizes execution of the Amendment No. 1

**PASSED AND ADOPTED** this 15<sup>th</sup> day of September 2020.

	By:	
	j	Mark Warren, Board President
ATTEST:		
District Clerk, Cori Vargas		

## AMENDMENT No. 1

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

**THIS AMENDMENT No. 1,** made and entered into as of the 15th day of September 2020, to the Professional Services Agreement between the Los Altos Hills County Fire District ("District") and Municipal Resource Group ("MRG" or "Consultant") made and entered into on August 17, 2020 ("Agreement").

## **RECITALS**

**WHEREAS,** on August 17, 2020, the District and MRG entered into the Agreement to plan for and develop the District's successor Strategic Plan; and

**WHEREAS,** MRG is experienced in working with public agencies in development of strategic planning processes; and

**WHEREAS,** the Scope of Agreement in paragraph 1 of the Agreement contemplates review and consideration of approval by the District Board of Phase II Services at the District's September 2020 Meeting; and

**WHEREAS,** the District and MRG desire to add Phase II Services as defined herein, to the Agreement.

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

- 1. Section 1, <u>SCOPE OF AGREEMENT</u>, is hereby amended to add Phase II Services as specified in the Phase II Statement of Work dated September 10, 2020, attached hereto as <u>Exhibit A1</u>. Section 1 is to now read as follows:
  - MRG shall provide professional services to the District in two phases, Phase I of the professional services are as specified in the Phase I Statement of Work dated August 6, 2020, attached as Exhibit A ("Phase I Services") to provide the District assistance in the planning processes for preparing the District's successor Strategic Plan, and Phase II of the professional services will be proposed and is subject to approval by the District Board of Commissioners at the District's September Meeting ("Phase II Services") collectively, Phase I Services and Phase II Services are referred to hereafter as "Services." Phase II Serves are approved and incorporated into this Agreement, as specified in the Phase II Statement of Work dated September 10, 2020, attached as Exhibit A1.
- 2. Section 5.1, <u>COMPENSATION</u>, <u>Payment Schedule</u>, is hereby deleted in its entirety and replaced with:

District shall compensate MRG for Services as set forth in Exhibit A, but in no instance shall fees for Phase I Services and Phase II Services exceed Ten Thousand Dollars.

3. All other terms of the Agreement which are not in conflict with the provisions of this Amendment No. 1, shall remain unchanged and in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control. If there is any conflict in the terms of this Amendment No. 1 with the exhibits or attachments, then the provisions of this Amendment No. 1 shall control.

**IN WITNESS WHEREOF,** the District and MRG have executed this Amendment No. 1 effective as of the date written above.

	ALTOS COUNTY RICT:	FIRE	MUNICIPAL GROUP, LLC.	RESOURCE
	Mark Warren, District President		By: Mary Egan Partner	
ATTE	EST:			
Distric	et Clerk, Cori Vargas			

# **EXHIBIT A1**

Date: September 10, 2020

### **Phase II Statement of Work**

Development of Successor Strategic Plan:

- 1. Prepare for and facilitate discussion at a public Special Commission meeting Thursday, October 1, 2020 from 7-8 pm devoted solely to the Strategic Plan process.
- 2. Prepare an update for regular Commission meeting Tuesday, October 20, 2020 as needed.
- 3. Prepare for and facilitate discussions at tentatively scheduled public Special Commission meeting, if needed, Tuesday, October 27, 2020 from 7-8 pm.
- 4. Review existing Mission, Values, Goals and Objectives in current Strategic Plan to acknowledge achievements to date and develop updated Goals and Objectives.
- 5. Receive public comment at each Commission meeting on the Successor Strategic Plan and use information to help develop the Successor Strategic Plan.
- 6. Draft a two-year Successor Strategic Plan for Calendar Years 2021 and 2022 and present for adoption at the regular Commission meeting scheduled on November 17, 2020.