

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TOPE’S TREE SERVICE, INC.**

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Tope’s Tree Service, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on August 23, 2021 (hereinafter, “Agreement”) to provide tree pruning and removal services (hereinafter, “services”) through June 30, 2022 for an amount not to exceed \$100,000; and

WHEREAS, provisions of the Agreement require an update; and


WHEREAS, the County has a continued need for services; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to update provisions and to extend the term for one (1) additional year to June 30, 2023 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- Amend the first sentence of Paragraph 3.01 under Section 3.0, “Term of Agreement,” to read as follows:



 30 5/10/2022 | 5:32

 Contractor's Initials

The term of this Agreement is from August 18, 2021 to June 30, 2023, unless sooner terminated pursuant to the terms of this Agreement.

5/9/2022 | 6:40 PM PDT

- Amend Paragraph 11.01 of Section 11.0, “Non-Discrimination”, to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code §12940(a), either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and

requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

3. Amend Agreement to revise Section 16.0, "Signature Page", to Section 18.0, "Signature Page".
4. Amend Agreement to add Section 16.0, "Compliance with Applicable Laws", as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

5. Amend Agreement to add Section 17.0, "Consent to Use of Electronic Signatures", as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

6. Amend the second paragraph of B.2, Contractor's Billing Procedures, in Exhibit A – Scope of Services/Payment Provisions of the Agreement to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA #3200*5962), project name and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP – Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

7. All other terms and conditions of the Agreement remain unchanged and in full force.
8. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

DocuSigned by:
By: Debra Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 5/5/2022 | 8:15 AM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

DocuSigned by:
By: Kristi Markey
C21D52A9D63041E...
Kristi A. Markey
Deputy County Counsel

Date: 5/4/2022 | 8:35 AM PDT

Approved as to Fiscal Provisions

DocuSigned by:
By: Gary Giboney
D3834BFEC1D8419...
Auditor/Controller

Date: 5/4/2022 | 8:45 AM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
Danielle P. Mancuso
Risk Manager

Date: _____

CONTRACTOR*

Tope's Tree Service, Inc.
Contractor's Business Name

DocuSigned by:
By: Andrew Tope
1E229AEE89EE45E...
(Signature of Chair, President or Vice President)

Its: Andrew Tope, President
(Print Name and Title)

Date: 5/2/2022 | 10:23 AM PDT

DocuSigned by:
By: Stacy Gentry
D186DBC285D845A...
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Stacy Gentry, Secretary
(Print Name and Title)

Date: 5/3/2022 | 9:11 AM HAST

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.