

ATTACHMENT 2

**DRAFT AMENDMENT NO. 1
TO STANDARD AGREEMENT A-16389
with West Coast Arborists, Inc.**

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**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY AND
WEST COAST ARBORISTS, INC.**

THIS AMENDMENT NO. 1 to Standard Agreement No. A-16389 between the Successor Agency to the Redevelopment Agency of the County of Monterey (SARDA) (“Agency”) and West Coast Arborists, Inc., (“CONTRACTOR”), is hereby entered into between the Agency and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR submitted a responsive proposal to Request for Proposals # 10860, Fire Fuel Mitigation at East Garrison Historic District (“RFP”) issued February 9, 2023;

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-16389 with the Agency on June 15, 2023 (“Agreement”) to provide fire fuel mitigation services at East Garrison Historic District for a term beginning June 15, 2023, through June 30, 2026, for an amount not to exceed \$74,772;

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide services;

WHEREAS, it is necessary to update certain provisions of the Agreement; and

WHEREAS, the Parties wish to extend the Agreement one (1) year to June 30, 2027, update certain provisions of the Agreement, and increase the Agreement amount of \$74,772 by \$50,000 for a new not-to-exceed amount of \$124,772 with no change to the Scope of Work.

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

1. Amend the second sentence of Paragraph 2.0, “Payment Provisions,” to read as follows:

The total amount payable by the Successor Agency to CONTRACTOR under this Agreement shall not exceed the sum of \$124,772.

2. Amend the first sentence of Paragraph 3.0, “Term of Agreement,” to read as follows:

The term of this Agreement is from June 15, 2023, to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement.

3. In all places within the Agreement, any reference to the County’s email address that includes @co.monterey.ca.us is hereby replaced with @countyofmonterey.gov.

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West Coast Arborists, Inc. (RFP #10860)
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4. Replace Section 9.0, "Insurance Requirements," in its entirety to read as follows:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts and Procurement Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: Any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: Must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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Workers' Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: Any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: If required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and service providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

- 9.04 **Other Requirements:** All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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Additional Insured Status: The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation: The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

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5. Amend Section 10.0, "Records and Confidentiality," to add paragraph 10.06, "Format of Deliverables," to read in its entirety as follows:

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of the Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility>.

6. Amend Section B, "Payment Provisions," subparagraph B.1, "Compensation/Payment," first paragraph of Exhibit A, "Scope of Work/Payment Provisions," to read in its entirety as follows:

Successor Agency shall pay an amount not to exceed \$124,772 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

7. All other terms and conditions of the Agreement, including all Exhibits thereto, 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.

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IN WITNESS WHEREOF, the Successor Agency/County and CONTRACTOR have executed Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

WEST COAST ARBORISTS, INC.

By: N/A
Chief Contracts & Procurement Officer

Signed by:
By: Patrick Mahoney
(Chair, President or Vice President) *

Date: _____

Patrick Mahoney, President
Name and Title

By: _____
Craig Spencer, Director (if applicable)

Date: 5/6/2026

Date: _____

DocuSigned by:
By: RICHARD MAHONEY
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

**Approved as to Form
Office of the County Counsel
Susan K. Blicht, County Counsel**

Richard Mahoney, Secretary
Name and Title

Signed by:
By: Michael Wilden
Deputy County Counsel

Date: 5/6/2026

Date: 5/7/2026

Approved as to Fiscal Provisions

DocuSigned by:
By: Patricia Ruiz
Auditor/Controller

Date: 5/7/2026

**Reviewed as to Liability Provisions
Office of the County Counsel-Risk
Management**

By: N/A
David Bolton, Risk Manager

Date: _____

*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 (California Corporations Code § 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 either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). 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 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.

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