

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
SMITH RICHARD DBA BAY AREA TREE  
SPECIALIST**

THIS SECOND AMENDMENT TO THE AGREEMENT, is entered into this 6th day of June, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Smith Richard dba Bay Area Tree Specialist, hereinafter called "Contractor" (County and Contractor may be collectively referred to herein as "Parties" and individually as "Party");

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on January 2, 2023, the County Executive Officer, as the County's Director of Emergency Services (the "Director"), issued a proclamation of local emergency related to extreme and unprecedented rainfall and associated severe weather pursuant to Government code section 8630 and Chapter 2.46 of the County's Ordinance Code, which proclamation was ratified by the Board of Supervisors (the "Board") on January 4, 2023, pursuant to Government Code section 8630, until such time as the local emergency is terminated (the "Local Emergency"); and

WHEREAS, on January 4, 2023, the Governor of the State of California proclaimed a State of Emergency related to extreme and unprecedented rainfall and associated severe weather throughout the State of California; and

WHEREAS, on January 10, 2023, in furtherance of the County's efforts to save lives and protect health and safety in response to the Local Emergency as declared by the state and local governments, the Parties entered into this Agreement for the provision of emergency tree care services; and

WHEREAS, on February 28, 2023, the Board extended the Local Emergency; and

WHEREAS, on March 1, 2023, the Parties amended the Agreement to increase the County's fiscal obligation by \$100,000 to a total not to exceed amount to \$200,000 in exchange for further services (the "First Amendment"); and

WHEREAS, the Parties wish to further amend the Agreement to increase the County's maximum

fiscal obligation by \$23,000 for a total amount not to exceed of \$223,000, the consideration for which is hereby acknowledged and to change the County's designated Agreement number for the Agreement (the "Second Amendment").

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3 – Payments is amended and restated in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Two Hundred Twenty-Three Thousand Dollars and Zero Cents (\$223,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

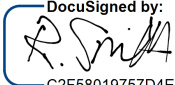
2. The Agreement No. of the Agreement is hereby amended to read:

80000-23-D024

3. **All other terms and conditions of the Agreement dated January 10, 2023, and amended on March 1, 2023 between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**For Contractor: SMITH ROBERT DBA BAY AREA TREE SPECIALIST**

 <small>C2F58019757D4ED...</small> <hr/> Contractor Signature	<hr/> 8/10/2023 <hr/> Date	<hr/> Richard Smith <hr/> Contractor Name (please print)
--	-------------------------------	---



**For County:**

---

 Purchasing Agent Signature  
 (Department Head or **Authorized** Designee)  
 County of San Mateo

---

 Date

---

 Purchasing Agent Name (please print)  
 (Department Head or Authorized Designee)  
 County of San Mateo

---

 Purchasing Agent or Authorized Designee  
 Job Title (please print)

County of San Mateo