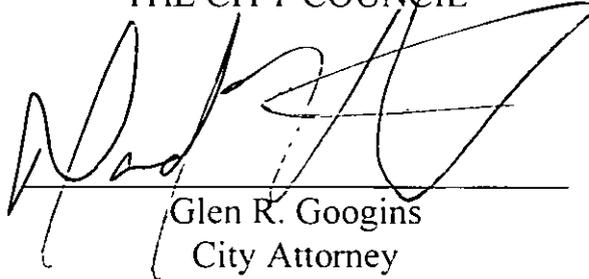


THE ATTACHED AGREEMENT HAS BEEN REVIEWED
AND APPROVED AS TO FORM BY THE CITY
ATTORNEY'S OFFICE AND WILL BE
FORMALLY SIGNED UPON APPROVAL BY
THE CITY COUNCIL



Glen R. Googins
City Attorney

Dated: 10/27/15

SECOND AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF CHULA VISTA AND
WEST COAST ARBORISTS, INC.
TO PROVIDE TREE MAINTENANCE SERVICES

**Second Amendment
to Agreement
between City of
Chula Vista and
West Coast Arborists, Inc.,
To Provide Tree Maintenance Services**

RECITALS

WHEREAS, the City of Chula Vista (City) and West Coast Arborists, Inc. (Consultant) entered into that certain Agreement to Provide Tree Maintenance Services effective November 1, 2012 and attached herein as Exhibit A (Agreement); and

WHEREAS, the term of the Agreement is one (1) year from November 1, 2012 – October 31, 2013 with the option to extend the contract for three (3) additional one-year periods and on October 21, 2015 the City notified Consultant in writing of its intent to extend the contract one additional year to October 31, 2016; and

WHEREAS, the maximum amount of tree services that Consultant will provide to the City under the Agreement is \$150,000 per year and both the City and Consultant have expressed interest in increasing the maximum amount to \$520,000 for the period July 1, 2015 to June 30, 2016.

NOW, THEREFORE, the City and Consultant, based on mutual consideration, the receipt and sufficiency of which is hereby acknowledged, agree to amend section 10.C(1) of Exhibit A of the Agreement as follows:

(1) (X) Not-to-Exceed Limitation on Time and Materials Arrangement

Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum Compensation amount, Consultant agrees that Consultant will perform all of the Defined Services herein required of Consultant for up to \$520,000.00 including all Materials, and other "reimbursables" for the period July 1, 2015 to June 30, 2016 and for up to \$150,000 for each subsequent full one-year period until such time as the Agreement expires (Maximum Compensation).

This Second Amendment changes only that section of Exhibit A of the Agreement specifically identified above. No other changes to the Agreement are contemplated or intended by this Second Amendment. The balance of the Agreement shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, City and Consultant have executed this Second Amendment to the Agreement, indicating that they have read and understood same, and indicate their full and complete consent to its terms:

WEST COAST ARBOSITS, INC.

By: 
Patrick Mahoney
President

Date: 10/21/15

THE CITY OF CHULA VISTA

By: _____
Gary Halbert
City Manager

Date: _____

Approved as to Form:

By: _____
Glen R. Googins
City Attorney