

**SECOND AMENDMENT
TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN COUNTY OF SANTA BARBARA
AND
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR ("Second Amendment") is made by and between

COUNTY OF SANTA BARBARA,
a political subdivision of the State of California,
hereinafter referred to as "COUNTY,"

and

BRIGHTVIEW LANDSCAPE SERVICES, INC.
hereinafter referred to as "CONTRACTOR;"

With reference to the following:

WHEREAS, on January 12, 2021, COUNTY and CONTRACTOR entered into an Agreement for Services of Independent Contractor for the CONTRACTOR to provide landscape maintenance services in COUNTY parks and open spaces for the period from January 1, 2021, to June 30, 2022, for a total amount not to exceed \$321,786 (hereinafter "Agreement"); and

WHEREAS, in January of 2021, COUNTY requested CONTRACTOR provide additional landscaping services on the renovated entrance to Arroyo Burro Beach park; and

WHEREAS, on February 8, 2022, COUNTY and CONTRACTOR entered into a First Amendment to the Agreement to increase the total contract amount by \$26,475 for a total contract amount not to exceed \$348,261 to cover the costs of the increased area maintained by CONTRACTOR;

WHEREAS, the Agreement also allows COUNTY, at its discretion and subject to annual budget appropriations, to exercise a two (2) year extension to the term of the Agreement with an amount not to exceed \$448,550; and

WHEREAS, COUNTY exercised this two (2) year extension on April 13, 2022; and

WHEREAS, due to the rising costs of fuel since COUNTY and CONTRACTOR entered into the Agreement, CONTRACTOR is requesting a fuel surcharge be added to the total contract amount; and

WHEREAS, CONTRACTOR agrees to eliminate the fuel surcharge if prices fall to \$3.44 per gallon, per U.S. Energy Information Administration average price per gallon for California; and

WHEREAS, CONTRACTOR's name has been updated in this Second Amendment, and all references in the original Agreement and First Amendment to Brightview Landscaping Services, Inc. shall be to, the same as, and include BrightView Landscape Services, Inc.

WHEREAS, the Agreement, Exhibit B, "PAYMENT ARRANGEMENTS," Section A, as amended, sets forth the maximum contract amounts, and COUNTY's exercise of the two (2) year extension to the term of the Agreement,

along with the additional landscaping services on the renovated entrance to Arroyo Burro Beach park and CONTRACTOR's requested fuel surcharge, will exceed these maximum amounts; and

WHEREAS, Section 25, "ENTIRE AGREEMENT AND AMENDMENT," of the Agreement provides that COUNTY and CONTRACTOR may amend the Agreement at any time provided that such amendments make specific reference to the Agreement, and are executed in writing, signed by a duly authorized representative of each party, and approved by COUNTY's governing body; and

WHEREAS, the parties desire to amend the total contract amount of the Agreement as set forth in Exhibit B, "PAYMENT ARRANGEMENTS," Section A, as amended, to increase the total contract amount by \$51,764 for a total contract amount not to exceed \$822,100.

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

1. Section 2 "NOTICES", shall be replaced in its entirety as follows:

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Jeffrey Lindgren
Community Services Department- Parks Division
123 E. Anapamu St, Santa Barbara CA, 93101

To CONTRACTOR: Adam Budniak
13691 W Vaughn Street
San Fernando, CA, 91340

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

2. Section A of Exhibit B, "PAYMENT ARRANGEMENTS," shall be replaced in its entirety as follows:

"For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$348,261, as follows:

January 1, 2020 – June 30, 2021 (1st Year) at \$120,900
July 1, 2021 – June 30, 2022 (2nd Year) at \$262,086

Since COUNTY exercised the two (2) year extension to the term of the Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$500,314, as follows:

July 1, 2022 – June 30, 2023 (3rd Year) at \$246,460
July 1, 2023 – June 30, 2024 (4th Year) at \$253,854

3. A new Section E shall be added to Exhibit B, "PAYMENT ARRANGEMENTS," and shall read as follows:

CONTRACTOR agrees to eliminate the fuel surcharge if fuel prices fall to \$3.44 per gallon, per U.S. Energy Information Administration average price per gallon for California.

4. Except as set forth in Sections 1, 2 and 3 above, this Second Amendment shall not modify or change any of the provisions of the Agreement, as amended, and the parties to this Second Amendment and the Agreement, as amended, are bound by the provisions of the Agreement, as further amended herein.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Second Amendment by the respective authorized officers as set forth below to be effective as of the date executed by all parties.

ATTEST:

MONA MIYASATO
CLERK OF THE BOARD

By: Shirley de la Guerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: DAS Williams
DAS WILLIAMS
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:
By: Robert Geis
625049E2AF984BE...
Deputy Auditor- Controller

COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:

GEORGE CHAPJIAN, DIRECTOR

DocuSigned by:
By: George Chapjian
89FD0FFEFEE9E4F2...
Department Head

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
By: Mike Munoz
6251CC884E8B41E...
Deputy County Counsel

APPROVED AS TO FORM:

GREGORY MILLIGAN, ARM, AIC

DocuSigned by:
By: Gregory Milligan
DC240AC1E64247D...
Risk Manager

“CONTRACTOR”

BrightView Landscape Services, Inc.:

DocuSigned by:
Adam Budniak
By: _____
B8FB9FEDF637410...

Adam Budniak, Vice President/General Manager

1/26/2023 | 11:02 AM PST
Date: _____