

94. Ratify first amendment to agreement with Davey Tree Expert Company DBA Lewis Tree Service, amending the scope of services for tree work at Moran Lake County Park, and take related actions ()



## **County of Santa Cruz Board of Supervisors**

### **Agenda Item Submittal**

**From:** Parks, Open Spaces, and Cultural Services

**Subject:** Ratify Contract Amendment Lewis Tree, A Davey Company for Moran Tree Work

**Meeting Date:** June 24, 2025

**Formal Title:** Ratify first amendment to agreement with Davey Tree Expert Company DBA Lewis Tree Service, amending the scope of services for tree work at Moran Lake County Park, and take related actions

### **Recommended Actions**

1. Ratify first amendment to contract with Davey Tree Expert Company DBA Lewis Tree Service amending the scope of services for tree work at Moran Lake County Park;
2. Authorize the Director of Parks, Open Spaces, and Cultural Services or designee to sign the amendment; and
3. Authorize the Director of Parks, Open Spaces, and Cultural Services to execute future contract amendments that do not exceed \$50,000 in aggregate value, without further Board approval, for the purposes of conducting additional tree pruning along the Placer Street windbreak of the eucalyptus grove to reduce the risk of failure as recommended by County Parks' consulting arborist.

### **Executive Summary**

Ratify the first amendment to the contract with Davey Tree Expert Company DBA Lewis Tree Service for tree work at Moran Lake County Park. The contract amendment clarifies tree work requirements to ensure adherence to industry's best practices. It also authorizes potential future tree work along the Placer Street windbreak, if deemed necessary.

### **Discussion**

The Board approved a contract with Lewis Tree Service, a Davey Company (Lewis Tree Service) on May 6, 2025. This \$300,000 agreement includes the removal of all trees on the 40 Moran Way parcel and the pruning of all blue gum eucalyptus trees in the north and south lakeside areas of Moran Lake County Park (Attachment 1). The contract's scope of services requires Lewis Tree Service to reduce both the height and end weight of the trees by approximately 25%.

The Department of Parks, Open Space & Cultural Services' (Parks) consulting arborist reviewed this language after Board approval and recommended revisions to align with arboricultural best practices. County staff support these recommendations and seek to ensure that the contractor's work remains under the regular supervision of a certified arborist. This oversight will help confirm that the trimming, reductions, and removals adhere to the highest safety standards.

The proposed contract amendment (Attachment 2) updates the previous contract requirements to incorporate specifications recommended by Parks' arborist. These revisions will maintain the original risk reduction goals while ensuring that the tree work

is performed in a manner that prioritizes long-term health and safety while adhering to arboricultural best practices. Board approval is requested to amend the contract, accordingly, incorporating the arborist-recommend changes and requiring regular arborist monitoring.

Additionally, residents along Placer Street have hired their own arborist to conduct risk assessments on several blue gum eucalyptus trees along the Placer windbreak at the edge of the eucalyptus grove (area H in Attachment 1). Their arborist has advised that these trees be either pruned or removed to reduce risk. In accordance with departmental practices, Parks will engage our consulting arborist to conduct an independent risk assessment. If applicable, Parks' arborist will recommend appropriate management actions to mitigate risk.

Board approval is requested to authorize the Director of Parks to approve future contract amendments with Lewis Tree Service to address any necessary tree work along Placer Street, should County Parks' arborist determine that correction is required.

The tree work at Moran Lake County Park supports the Parks Strategic Plan goals of 1. Great Facilities and 4. Effective Stewardship.

### **Financial Impact**

The cost of Contract 25C5097 with Lewis Tree Service, a Davey Company, is \$300,000. Sufficient appropriations are available under account 492300-61848/RP0034 (Parks Operations Maintenance – Maintenance-Structures/Grounds-Other-Service) from the Risk Management Fund, as previously approved. Any amendments up to \$50,000 will need to be absorbed within the Parks Operating Budget unless another funding source is identified. At this time, no new County General Funds are needed or requested.

### **Strategic Initiatives**

Operational Plan - Sustainable Environment, Operational Excellence  
Climate Action - Natural & Working Lands, Wildfire Prevention

### **Submitted By:**

Jeff Gaffney, Director of Parks, Open Space and Cultural Services

### **Recommended By:**

Carlos J. Palacios, County Executive Officer

### **Artificial Intelligence Acknowledgment:**

Artificial Intelligence (AI) did not significantly contribute to the development of this agenda item.

**Figure 5 Monarch Butterfly Roost and Windbreak Areas**



**FIRST AMENDMENT  
INDEPENDENT CONTRACTOR AGREEMENT  
25C5097  
(PREVAILING WAGE NO-BID)**

This First Amendment to the Independent Contractor Agreement dated May 12, 2025, by and between the COUNTY OF SANTA CRUZ , hereinafter referred to as “COUNTY,” and THE DAVEY TREE EXPERT COMPANY DBA LEWIS TREE SERVICE A DAVEY COMPANY, hereinafter called “CONTRACTOR” is entered into this \_\_\_\_ day of \_\_\_\_\_ 2025.

WHEREAS, COUNTY, by and through its Parks, Open Space and Cultural Services Department desired to contract for tree removal and tree pruning at Moran Lake County Park; and

WHEREAS, the Parties now desire to amend certain provisions of the Agreement by replacing Attachment A, “Scope of Services”, in its entirety in order to provide a more detailed description of the work that is to be performed.

NOW THEREFORE, the Parties mutually agree as follows:

1. Attachment A, “Scope of Services,” of the Agreement is hereby replaced with the attached Amended Attachment A, “Scope of Services.”
2. Except as modified herein, the Agreement executed on May 12, 2025, shall remain in full force and effect. In the event of a conflict between the provision of this First Amendment and the original Independent Contractor Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

DISTRIBUTION: Auditor-Controller, Parks, Contractor

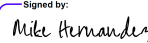
DATED: 6/10/2025  
\_\_\_\_\_

COUNTY OF SANTA CRUZ  
DEPARTMENT OF PARKS, OPEN  
SPACE, & CULTURAL SERVICES

BY: DocuSigned by:  
  
C2178072AB044BC...  
\_\_\_\_\_  
DIRECTOR OF PARKS

DATED: 6/10/2025  
\_\_\_\_\_

THE DAVEY TREE EXPERT  
COMPANY DBA LEWIS TREE  
SERVICE A DAVEY COMPANY

BY: Signed by:  
  
9F972CF886C04DC...  
\_\_\_\_\_

**APPROVED AS TO FORM:**

Signed by:  
  
52A16A3EBDCE4CC...  
6/10/2025  
\_\_\_\_\_  
OFFICE OF COUNTY COUNSEL

ADDRESS:  
1500 BROMMER ST  
SANTA CRUZ, CA 95062  
EMAIL:  
lewistree@cruzio.com

**APPROVED AS TO INSURANCE:**

Signed by:  
  
E4EADC5BA53B4DB...  
6/10/2025  
\_\_\_\_\_  
RISK MANAGEMENT

DISTRIBUTION: Auditor-Controller, Parks, Contractor

## AMENDED ATTACHMENT A: SCOPE OF SERVICES

1. The County is seeking to contract with Lewis Tree Company a Davey Company to enhance the safety of the Moran Lake area to conduct tree pruning and removals.
2. The Contractor will provide professional tree services which will include tree pruning of all identified blue gum eucalyptus trees in the North and South Lakeside Areas in Moran Lake County Park (Areas B and C in Attachment C: Moran Diagram) to reduce risk of branch and/or tree failure. Furthermore, the Contractor will provide professional tree services which will include removal of all remaining blue gum eucalyptus trees and grinding of their stumps on the 40 Moran Way parcel (Area A1 in Attachment C: Moran Diagram).
3. The County will identify and convey to the Contractor which trees are to be pruned or removed.
4. No tree in the North and South Lakeside Areas will be reduced to a height of less than 80 feet as part of this Contract, and no trees will be 'limbed up' unless deemed necessary for safety.
5. The County will review monthly invoices and verify work completed prior to payment.
6. All tree work conducted under this Contract shall adhere to the following specifications:
  - a. **Trees to be Pruned:** Tasmanian blue gums (*Eucalyptus globulus*) in the designated locations at Moran Lake Park.
  - b. **Personnel Qualifications:** All work shall be performed under the supervision of an International Society of Arboriculture (ISA) Certified Arborist®, Board Certified Master Arborist®, or equivalent and through an organization with a C-61/D-49 California Contractors License. Pruning operations shall follow ANSI Z133 Safety Standards.
  - c. **Pruning System:** "Natural", trees should be pruned to maintain their natural form.
  - d. **Objective:** The objective of tree pruning is to help reduce risk of branch and/or tree failure.
  - e. **Branches and Stems to Prune:** Reduce branches and/or stems in the upper third of the trees. Pruning shall consist of a maximum of twenty-five (25%) percent reduction in foliar volume or overall length or height, and concentrated on the ends rather than the interior of the crowns. Dead, dying, or broken branches two inches (2") and greater in diameter should be removed.
  - f. **Limitations:** Branch removal cuts are preferred (the smaller of two branches). Branch reduction (the larger of two branches) and heading cuts (only used when appropriate laterals can establish the dominant role) should be limited when possible to achieve the desired objective. Pruning cuts greater than four inches in diameter should be avoided when possible unless objectives cannot be met. Stripping or excessively removing interior branches and sprouts (thinning) is not recommended and should be avoided. Climbing spikes shall be avoided unless necessary for the safety of the tree worker.
  - g. **Timing:** Trees should not be pruned more than one time in any single growing season. Nesting birds or other wildlife may be present at different times of the year and shall be avoided in conformance with local, state, and federal regulations.
  - h. **Debris:** The Contractor shall chip and remove all wood and debris from the site unless otherwise directed.



## Certificate Of Completion

Envelope Id: 131B2772-948E-4F96-8213-399A2EC2C9ED

Status: Completed

Subject: Complete with Docusign: First Amendment Tree Service A Davey Tree Company 25C5097

Source Envelope:

Document Pages: 3

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kelly Mercer-Lebov

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Kelly.Mercer-Lebov@santacruzcountyca.gov

IP Address: 24.6.201.68

## Record Tracking

Status: Original

Holder: Kelly Mercer-Lebov

Location: DocuSign

6/10/2025 7:23:34 AM

Kelly.Mercer-Lebov@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

## Signer Events

### Signature

### Timestamp

Ann Jackson

ann.jackson@santacruzcountyca.gov

Assistant County Counsel

Security Level: Email, Account Authentication (None)

Signed by:

*Ann Jackson*  
52A16A3EBDCE4CC...

Sent: 6/10/2025 7:36:59 AM

Viewed: 6/10/2025 9:54:37 AM

Signed: 6/10/2025 9:55:04 AM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

### Electronic Record and Signature Disclosure:

Accepted: 6/10/2025 9:54:37 AM

ID: a1e30152-369b-4421-bc22-fd9550c13e35

Gina Borasi

gina.borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Signed by:

*Gina Borasi*  
E4EADC5BA53B4DB...

Sent: 6/10/2025 9:55:05 AM

Viewed: 6/10/2025 9:55:19 AM

Signed: 6/10/2025 9:55:39 AM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

### Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Mike Hernandez

mike@lewistreeserviceinc.com

district manager

Security Level: Email, Account Authentication (None)

Signed by:

*Mike Hernandez*  
9F972CF896C04DC...

Sent: 6/10/2025 9:55:40 AM

Resent: 6/10/2025 10:01:02 AM

Viewed: 6/10/2025 3:43:51 PM

Signed: 6/10/2025 3:45:57 PM

Signature Adoption: Pre-selected Style

Using IP Address: 40.128.76.224

### Electronic Record and Signature Disclosure:

Accepted: 6/10/2025 3:43:51 PM

ID: 92c491a4-5451-46b3-beae-507b7ab499ac

Jeff Gaffney

Jeff.Gaffney@santacruzcountyca.gov

Director

Security Level: Email, Account Authentication (None)

DocuSigned by:

*Jeff Gaffney*  
C2176072ABC44BC...

Sent: 6/10/2025 6:34:09 PM

Viewed: 6/10/2025 6:49:34 PM

Signed: 6/10/2025 6:49:54 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.249.144.165

Signed using mobile

### Electronic Record and Signature Disclosure:



Signer Events	Signature	Timestamp
Accepted: 3/2/2022 10:52:37 AM ID: 379c46fa-dd0a-4514-b9e9-7d33471d0cf8		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Juan Perez Alvarez Juan.PerezAlvarez@santacruzcountyca.gov Security Level: Email, Account Authentication (None)	<div>VIEWED</div>  Using IP Address: 50.232.111.162	Sent: 6/10/2025 3:45:58 PM Viewed: 6/10/2025 6:34:08 PM
Electronic Record and Signature Disclosure: Accepted: 4/18/2024 10:44:04 AM ID: 68942dad-6eec-43fb-af6d-1593dcefe8		
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/10/2025 7:36:59 AM
Envelope Updated	Security Checked	6/10/2025 10:01:01 AM
Certified Delivered	Security Checked	6/10/2025 6:49:34 PM
Signing Complete	Security Checked	6/10/2025 6:49:54 PM
Completed	Security Checked	6/10/2025 6:49:54 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Santa Cruz:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us)

### **To advise County of Santa Cruz of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Santa Cruz**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of Santa Cruz**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.