

Dudek

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #425-S1411

THIS THIRD AMENDMENT to that Agreement for Services #425-S1411 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Dudek, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 605 Third Street, Encinitas, California 92024, and whose local office address is 853 Lincoln Way, Suite 208, Auburn, California 95603 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to assist its Community Development Agency with updating the biological resource policies and implementation measures within County's General Plan and prepare an EIR, pursuant to Agreement for Services #425-S1411, dated March 19, 2014, the First Amendment, dated February 18, 2015, and the Second Amendment, dated October 25, 2016, all incorporated herein and made by reference a part hereof (hereafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend and clarify the term of the Agreement, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update one (1) of County's notice recipients, amending **ARTICLE XVIII, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE XXIX, Contract Administrator**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement for Services #425-S1411 on the following terms and conditions:

- I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall be effective upon final execution by both parties hereto and shall expire four (4) years thereafter.

- II. **ARTICLE XVIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

With a copy to:

County of El Dorado
Community Development Agency
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Roger Niello
Interim Director

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Dudek
605 Third Street
Encinitas, California 92024

Attn.: Frank Dudek, President

or to such other location as Consultant directs.

III. **ARTICLE XXIX, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Roger Niello, Interim Director, Community Development Agency, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #425-S1411, as amended, shall remain unchanged and in full force and effect.

Requesting Contract Administrator and Department Concurrence:

By: 
Roger Niello
Interim Director
Community Development Agency

Dated: 2/28/17

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #425-S1411 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____

Deputy Clerk


Dated: _____

-- DUDEK --

By:  _____

Frank Dudek
President
"Consultant"

Dated: Jan. 31, 2017

By:  _____

Mark Forster
Corporate Secretary

Dated: Jan 31, 2017