

AGREEMENT FOR SERVICES #039-S1011
AMENDMENT II

This Amendment II to that Agreement for Services #039-S1011, 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 Thomas Amesbury, an individual dba Forester's Co-Op, duly qualified to conduct business in the State of California, whose principal place of business is 415 Colfax Avenue, Grass Valley, CA 95945; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to assist in implementation of the Noxious Weed Eradication Program in El Dorado County for the Department of Agriculture, in accordance with Agreement for Services #039-S1011, dated June 30, 2009, and Amendment I, dated July 27, 2010, both incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to increase the not to exceed amount of the contract, hereby amending **ARTICLE I Scope of Services and ARTICLE III – Compensation for Services.**; and

WHEREAS, the parties hereto have mutually agreed to extend the term of the Agreement, hereby amending **ARTICLE II – Term.**

NOW THEREFORE, the parties do hereby agree that Agreement for Services #039-S1011 shall be amended a second time as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel, equipment, and services necessary to assist in the implementation of the Noxious Weed Eradication Program in El Dorado County for the Department of Agriculture. Services shall be in accordance with Exhibit "A", marked "Scope of Services", Amendment II to include secured grant funding through California Department of Food and Agriculture, incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall be effective when fully executed by the parties hereto and shall cover the period of June 30, 2009 through December 31, 2011.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be accordance with Exhibit "A" Amendment II. Travel expenses shall be paid in accordance with Exhibit "B", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof. The total amount of this Agreement shall not exceed \$226,000.00, as amended, inclusive of all expenses.

Except as herein amended, all other parts and sections of that Agreement #039-S1011 shall remain unchanged and in full force and effect.

Requesting Department Head Concurrence:

By: Juli Jensen Dated: 6/7/11
Juli Jensen
Agricultural Commissioner, Sealer of Weights & Measures
Agriculture

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IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #039-S1011 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

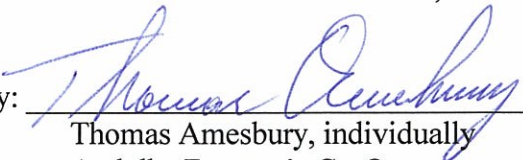
By: _____
Ray Nutting, Chair
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

THOMAS AMESBURY, INDIVIDUALLY
AND DBA FORESTER'S CO-OP
(A CALIFORNIA CORPORATION)

By: 
Thomas Amesbury, individually
And dba Forester's Co-Op
"Contractor"

Dated: 6-7-11