

Black Fox Timber Management Group, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #323-S1711

THIS FIRST AMENDMENT to that Agreement for Services #323-S1711 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 Black Fox Timber Management Group, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 105 East Minnesota Avenue, McCloud, California 96057 and whose mailing address is Post Office Box 687, McCloud, California 96057 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide consultation and contract administration services for various projects for the El Dorado County Tree Mortality Project; pursuant to Agreement for Services #323-S1711, dated November 29, 2016, 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 the expiration date of June 30, 2017, for eighteen (18) additional months, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to update the invoice address amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's notice recipients, amending **ARTICLE XIII, Notice to Parties**;

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 First Amendment to Agreement for Services #323-S1711 on the following terms and conditions:

- I. All references to Community Development Agency throughout the Agreement shall read Transportation Department.
- II. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective on November 29, 2016, and shall expire on December 31, 2018.

III. **ARTICLE III, Compensation for Services**, paragraph 5, of the Agreement is amended to read as follows:

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number on their faces. Consultant shall bill County for only one (1) Work Order per invoice. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Services
Transportation Department
2441 Headington Road
Placerville, California 95667
Attn.: Stephanie Lisius
Administrative Technician

or to such other location as County directs.

IV. **ARTICLE XIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIII

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:

County of El Dorado
Community Development Services
Transportation Department
2441 Headington Road
Placerville, CA 95667

Attn.: John Kahling, P.E.
Deputy Director, Engineering
Headington Engineering Unit

With a copy to:

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

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:


Black Fox Timber Management Group, Inc.
PO Box 687
McCloud, CA 96057

Attn.: Jimmy Smith
Secretary/Treasurer

or to such other location as Consultant directs.

Except as herein amended, all other parts and sections of Agreement for Services #323-S1711 shall remain unchanged and in full force and effect.


Requesting Contract Administrator Concurrence:

By: 

John Kahling, P.E.
Deputy Director, Engineering
Community Development Services
Transportation Department

Dated: 06/14/17

Requesting Department Concurrence:

By: 

Bard R. Lower
Interim Director
Community Development Services
Transportation Department

Dated: 6/15/17

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #323-S1711 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: _____

Dated: _____

Deputy Clerk

-- BLACKFOX TIMBER MANAGEMENT GROUP, INC. --

By:  _____

Dated: 6/20/17 _____

Tim English
President/CEO
"Consultant"

By:  _____

Dated: 6/20/2017 _____

Jimmy Smith
Secretary/Treasurer