



**Second Amendment to Funding Agreement 006D-F-11/12-BOS
between the
County of El Dorado and Dixon Ranch Partners, LLC
for
Preparation of an Environmental Impact Report
for the Dixon Ranch Subdivision**

COUNTY FILE NUMBERS TM11-1505, A11-0006, PD11-0006, Z11-0008

THIS SECOND AMENDMENT TO FUNDING AGREEMENT NO. 006D-F-11/12-BOS made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Dixon Ranch Partners, LLC; a California limited liability company, (hereinafter referred to as "Applicant") whose principal place of business is located at 949 Tuscan Lane, Sacramento, CA 95864; hereby amends the Agreement as follows:

WITNESSETH

WHEREAS, County has determined that due to an increased level of public interest changes to the Dixon Ranch Residential Project, the Scope of Services and the Fee Schedule shall be revised and additional funding is required; the parties hereto have mutually agreed to amend Article IV;

NOW, THEREFORE, County and Consultant mutually agree that Funding Agreement. 006D-A-11/12-BOS be amended a second time as follows:

ARTICLE IV

Funding for this Agreement: Funding of this Agreement is provided entirely by Applicant, who shall make a deposit of 30% of the total funding amount and maintain deposit amount funds with County to pay the cost of the consulting services.

The deposit amount shall be amended to increase the deposit by Eleven Thousand Nine Hundred Eighty Dollars (\$14,980). Applicant, upon execution of this Second Amendment, shall deposit with County an additional sum of Eleven Thousand Nine Hundred Eighty Dollars (\$14,980) for a total deposit amount of **Fifty Three Thousand Four Hundred Sixty Six Dollars and 00/100 (\$53,466.00)** as compensation for Consultant to be engaged by County for the preparation of the EIR. The amount on deposit with the County shall be maintained at \$53,466. Funds shall be replenished within 15 (fifteen) days of notice from the County of expenditure until the balance remaining on the agreement falls below the deposit amount; at which time the deposit will be drawn down zero.

The total amount of this Agreement shall be amended to increase the total amount by Forty Nine Thousand Nine Hundred Thirty Five Dollars (\$49,935). The total **SHALL NOT EXCEED One Hundred Seventy Eight Thousand Two Hundred Twenty Dollars and 00/100 (\$178,220.00)**.

It is understood that the deposit, or deposits, made by Applicant to fund this Agreement are the only source of funding for this Agreement and the Agreement contemplated between County and its Consultant. By deposit of the above-referenced funds, and by execution hereof, Applicant agrees that County may utilize said funds to compensate its Consultant to do the necessary work.

All other sections of the Agreement No. 006D-F-11/12-BOS, dated the 24th day of January, 2012, and Amendment 1 dated the 2nd day of February, 2013, shall remain unchanged and in full force.

Requesting Contract Administrator Concurrence:

By: _____
Roger Trout
Director
Development Services

Dated: _____

Requesting Department Head Concurrence:

By: _____
Kimberly Kerr
Interim Director
Community Development Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement No. 006D-F-11/12-BOS the day and year first below written.

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

- - APPLICANT - -

By: _____

Joel Korotkin
Managing Member
"Applicant"

Dated: _____

(MLW)

(311-F1211)