

ORIGINAL COPY

AGREEMENT FOR SERVICES #539-S0611
AMENDMENT II

This Amendment II to that Agreement for Services #539-S0611, 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 Environmental Stewardship & Planning, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1621 13th Street, Sacramento, CA 95814; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Consultant has been engaged by County to provide environmental services for the Rubicon Trail Master Plan for the Department of General Services, Airports, Parks and Grounds Division, in accordance with Agreement for Services #539-S0611, dated February 10, 2006, incorporated herein and made by reference a part hereof, and Amendment I, dated November 14, 2006, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to expand the scope, and increase the compensation by \$14,880.00, and extend the term of said Agreement, hereby amending **ARTICLE I – Scope of Services, ARTICLE II – Compensation for Services, and ARTILE III - Term**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XIII – Notice to Parties and ARTICLE XX – Administrator**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXV – County Business License**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #539-S0611 shall be amended a second time as follows:

ARTICLE I

Scope of Services: Consultant agrees to perform environmental services for the Rubicon Trail Master Plan for the Department of General Services, Airports, Parks and Grounds Division. Services shall be in accordance with Revised Exhibit "A", marked "Rubicon Trail Master Plan, Phase IV Work Plan – CEQA Compliance", incorporated herein and made by reference a part hereof.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant upon County's acceptance and subsequent approval of each task. Payments shall be made within thirty (30) days following County's said acceptance and approval. The total amount of this Agreement shall not exceed \$106,692.00, inclusive of all expenses, pursuant to Revised Exhibit "A", and Exhibit "B", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

ARTICLE III

Term: This Agreement, as amended, shall become effective upon execution by both parties hereto and shall cover the period of February 10, 2006 through June 30, 2008.

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:

COUNTY OF EL DORADO
GENERAL SERVICES
360 FAIR LANE
PLACERVILLE, CA 95667
ATTN: JORDAN POSTLEWAIT, MANAGER OF AIRPORTS, PARKS, AND GROUNDS

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

ENVIRONMENTAL STEWARDSHIP & PLANNING, INC.
THE JEFFERY BUILDING
1621 13TH STREET
SACRAMENTO, CA 95814
ATTN: STEVE PETERSON

or to such other location as the Consultant directs.

ARTICLE XX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Jordan Postlewait, Manager of Airports, Parks and Grounds, General Services Department, or successor.

ARTICLE XXV

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

Except as herein amended, all other parts and sections of that Agreement #539-S0611 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Jordan Postlewait Dated: 5/7/07
Jordan Postlewait
Manager of Airports, Parks, and Grounds
General Services Department

Requesting Department Head Concurrence:

By: Laura S. Gill Dated: 5/7/07
Laura S. Gill
Chief Administrative Officer

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #539-S0611 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--- COUNTY OF EL DORADO ---

Dated: 5/8/07

By: 

Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By:  Date: 5/8/07
Deputy Clerk

-- CONSULTANT --

Dated: May 25, 2007

ENVIRONMENTAL STEWARDSHIP & PLANNING, INC.
A CALIFORNIA CORPORATION

By: 

Steve Peterson
President
"Consultant"

By: 

Corporate Secretary

Dated: May 22, 2007