

# ORIGINAL

## Tahoe Resource Conservation District

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #2798

**THIS FIRST AMENDMENT** to the Agreement for Services #2798 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 Tahoe Resource Conservation District, a conservation district of California, whose principal place of business is 870 Emerald Bay Road, Suite 108, South Lake Tahoe, California 96150 (hereinafter referred to as "District");

### RECITALS

**WHEREAS**, District has been engaged by County to provide stormwater monitoring support services for the Country Club Heights Erosion Control Project for the Department of Transportation pursuant to Agreement for Services #2897, dated May 22, 2018, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of December 31, 2019 for five (5) additional months, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the title of one of COUNTY's notice recipients, amending **ARTICLE XIV, Notice to Parties**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and District mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

I. All references to Community Development Services, Department of Transportation throughout the Agreement shall read Department of Transportation.

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

#### **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire on May 31, 2020.

III. **ARTICLE XIX, Notice to Parties** first paragraph of the Agreement is amended in its entirety to read as follows:

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 addressed as follows:

To County:

COUNTY OF EL DORADO  
Department of Transportation  
2441 Headington Road  
Placerville, California 95667

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

With a copy to:

COUNTY OF EL DORADO  
Chief Administrative Office  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts  
Manager

or to other such location as County directs.

Notices to District shall be addressed as follows:

Tahoe Resource Conservation District  
870 Emerald Bay Road, Suite 108  
South Lake Tahoe, California 96450

Attn.: Tori Walton, Grant Manager

or to such other location as District directs.

Except as herein amended, all other parts and sections of Agreement for Services #2798 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:  \_\_\_\_\_  
John Kahling, P.E.  
Deputy Director, Engineering  
Headington Engineering Division  
Department of Transportation

Dated: 05/16/19 \_\_\_\_\_

**Requesting Department Concurrence:**

By:  \_\_\_\_\_  
Rafael Martinez, Director  
Department of Transportation

Dated: 5/22/19 \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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

-- TAHOE RESOURCE CONSERVATION DISTRICT --

By:  \_\_\_\_\_

Dated: 5/14/19

Carl Ribaudo  
President  
"District"