

Black Fox Timber Management Group, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #323-S1711

THIS SECOND 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, and the First Amendment, dated June 27, 2017, both 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 amended expiration date of December 31, 2018, to November 28, 2019, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$200,000, for a total not-to-exceed amount of \$375,000, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B, Amended Rate Schedule**;

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 Second Amendment to Agreement on the following terms and conditions:

- I. All references to Transportation Department throughout the Agreement shall read Community Development Services.
- 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 November 28, 2019.

III. ARTICLE III, Compensation for Services, paragraphs 2 and 4, of the Agreement is amended to read as follows:

For the period beginning November 29, 2016, the effective date of the Agreement, and continuing through the day before the effective date of this Second Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Second Amendment to the Agreement and continuing through the remaining term of the Agreement, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$375,000, inclusive of all costs, Work Orders, and expenses. It is understood and agreed there is no guarantee that this amount will be authorized under this Agreement through Work Orders.

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

Requesting Contract Administrator Concurrence:

By: _____
John Kahling, P.E.
Deputy Director, Engineering
Headington Engineering Unit
Community Development Services
Department of Transportation

Dated: _____

Requesting Department Concurrence:

By: _____
Rafael Martinez, Director
Community Development Services
Department of Transportation

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Second 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. Mitrising
Clerk of the Board of Supervisors

By: _____ Dated: _____

Deputy Clerk

-- BLACK FOX TIMBER MANAGEMENT GROUP, INC. --

By: _____ Dated: _____

Tim English
President
"Consultant"

By: _____ Dated: _____

Jimmy Smith
Secretary/Treasurer

Black Fox Timber Management Group, Inc.

Amended Exhibit B

Amended Rate Schedule

Item	Rates
LABOR	
Project Coordinator	\$102.60 / hour
Registered Professional Forester	\$97.20 / hour
Forester	\$86.40 / hour
GIS Forester	\$86.40 / hour
Forestry Technician	\$75.60 / hour
Office Support Staff	\$27.00 / hour
EXPENDITURES	
*Mileage Expenses	
Direct Expenditures	At Cost

* Reimbursement for mileage expenses for CONSULTANT and for any subconsultants, if applicable, shall be compensated in accordance with the provisions of ARTICLE III, Compensation for Services, of this Agreement.