

**FIRST AMENDMENT TO THE
AGREEMENT FOR SERVICES
BETWEEN COUNTY OF CALAVERAS
AND
JAMES SADRIAN MARSHALL, DOING BUSINESS AS
MARSHALL CONTRUCITON**

THIS FIRST AMENDMENT to the Services Agreement (“1st Amendment”) is made and entered into by and between the County of Calaveras, a political subdivision of the State of California (hereinafter referred to as “County”) whose principal place of business is 891 Mountain Ranch Road, San Andreas, California 95249 and James Sadrian Marshall, doing business as Marshall Construction, a sole proprietor, whose principal place of business is 14630 Camenzind Court, Chico, California 95973 (hereinafter referred to as “Contractor”), collectively referred to as (“Parties”).

RECITALS

WHEREAS, Contractor has been engaged by County for the provision of helicopter services, on an “as-needed” basis, necessary to assist the Sheriff Department with helicopter reconnaissance and sling-load services, in accordance with Exhibit “C”, marked “Agreement for Services”, dated May 11, 2017, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto mutually agree to replace any reference to “Marshall Construction” throughout the Agreement with “James Sadrian Marshall, doing business as Marshall Construction, a sole proprietor”; and

WHEREAS, the parties hereto mutually agree to extend the term of the Agreement, hereby amending SECTION 4.1 TERM, replacing Section 4.1 in its entirety; and

WHEREAS, the parties hereto mutually agree to increase the total not to exceed amount of the Agreement, hereby amending SECTION 2.1 COMPENSATION.

NOW THEREFORE, the parties do hereby agree that the Agreement for Services shall be amended a first time as follows:

SECTION 4. TERM.

4.1 Term. This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of May 11, 2017 through June 30, 2020, as amended, unless terminated earlier as set forth in Section 5. "Termination". The terms of this Agreement may only be amended by written mutual consent of both parties as set forth in Section 18.

SECTION 2. COMPENSATION.

2.1 Total Compensation. For the services described in Section 1 above, and subject to the condition that the specified task has been completed in as set forth in Section 1.3 above, Contractor shall be compensated at the rates as set forth in the revised "Exhibit B", marked "Billing Rates, incorporated herein by this reference ("Exhibit B") provided, however, that the total amount of compensation to be paid Contractor for the services described in Section 1 shall not exceed Twenty Thousand and no cents (\$20,000.00) through June 30, 2017 (Year 1), Twenty Thousand and no cents (\$20,000.00) from July 1, 2017 through June 30, 2018 (Year 2) and Twenty Thousand and no cents (\$20,000.00) from July 1, 2018 through June 30, 2019 (Year 3) and shall not exceed Twenty Thousand and no cents (\$20,000.00) from July 1, 2019 through June 30, 2020. The total amount of this Agreement, as amended, shall not exceed \$80,000.00.

Except as herein amended, all other part and sections of this Agreement for Helicopter Services between the County and Contractor, dated May 11, 2017, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services on the dates indicated below.

COUNTY OF CALAVERAS

By: _____
John "Jack" Garamendi, Jr., Chair
Board of Supervisors
"County"

Dated: _____

CONTRACTOR

James Sadrian Marshall, doing business as Marshall Construction
A Sole Proprietor

By: _____
James Sadrian Marshall, individually and
Doing business as Marshall Construction
"Contractor"

Dated: _____

Approved As To Form:

By: 
Deputy County Counsel

Dated: May 24 2019

**(Revised) Exhibit "B" – Billing Rates
Effective July 1, 2019**

For Reconnaissance Helicopter Services:

Contractor shall be paid the hourly rate of \$725/hour.

For Helicopter Sling Load Operation Services:

Contractor shall be paid the hourly rate of \$800/hour.

Total compensation under this Contract shall not exceed Twenty Thousand (\$20,000.00) per fiscal year and shall not exceed \$80,000 over a four (4) fiscal year period.