

FIRST AMENDMENT TO AGREEMENT FOR BIOLOGICAL CONSULTING SERVICES

This First Amendment to Agreement for Biological Consulting Services (“First Amendment”), dated for reference purposes only October 30, 2024, is by and between the **Seneca Healthcare District**, an hospital district organized and operating under the laws of the State of California (“District”), and ENPLAN, a California Corporation (“Contractor”) (District and Contractor may be referred to herein individually as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, the District and Contractor entered into that certain Agreement for Biological Consulting Services made on the 8th day of June, 2023 (“Original Agreement”), which is incorporated by reference as if fully set forth herein; and

WHEREAS, the Parties desire to modify the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree to modify the Original Agreement as follows:

AMENDMENT

Section 1. Recitals. The recitals set forth above, are incorporated herein as if set forth in full.

Section 2. Definitions. All capitalized terms used in this First Amendment that are not otherwise defined in this First Amendment shall have the same meaning and definition as set forth in the Original Agreement.

Section 3. Effective Date. This First Amendment, and every modification to the Original Agreement made herein, is effective immediately.

Section 4. Add to the Scope of Work set forth in Exhibit “A” to the Original Agreement the Services set forth in Attachment “1” hereto.

Section 6. REPLACE the first sentence of section 3.1.2 of the Original Agreement with:

3.1.2 Term. The term of this Agreement shall be from the date first specified above to **July 31, 2027**, unless earlier terminated as provided herein.

Section 5. REPLACE section 3.3.1 of the Original Agreement with:

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **thirty-six thousand dollars (\$36,000.00)** without written approval of District's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement

Section 6. Add to the Compensation set forth in Exhibit "C" to the Original Agreement the Services set forth in Attachment "2" hereto.

Section 7. Provisions Required by Law or Funding. Each and every provision required to be included herein by applicable law or funding to be included herein shall be deemed included herein, and if through inadvertence or otherwise such provision is not physically included herein upon the application of either Party this Agreement shall be amended to physically include such provision.

Section 8. No Other Changes. Except as amended by this First Amendment, all other terms and conditions in the Original Agreement shall remain unchanged and shall continue on in full force and effect. In the event of any conflict between this First Amendment and the Original Agreement, this First Amendment shall control. The provisions set forth in this First Amendment are in addition to, and shall not impair, provisions otherwise set forth in the Original Agreement. Whenever in the Original Agreement reference is made to the "Agreement", henceforth such reference shall be construed as referring to the Original Agreement as modified by this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement for Biological Consulting Services effective on the day and year first written above.

SENECA HEALTHCARE DISTRICT

ENPLAN

Approved By:

Approved By:

Signature

Signature

Shawn McKenzie

Don Burk

Name

Name

CEO

Environmental Services Manager

Title

Title

Date

Date

Attachment “1”
Added Scope of Work

- Additional time for 2023 work in observing and advising for blue heron nesting within the tree planned for removal within the Timber Harvest Plan
- Allocation for bird surveys and awareness training for each year in which construction is conducted (to add for 2025 and 2026)
- Conduct biological survey of truck path from Maywood Drive to West edge of property for purposes of review and advisement regarding invasive species related to NEPA Mitigation Measure BIO-3

Attachment “2”
Added Compensation

Fifteen thousand dollars (\$15,000.00) for billing on a Time and Materials (T&M) basis.