

ICF Environmental, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7064

THIS FIRST AMENDMENT to that Agreement for Services #7064 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 ICF Jones & Stokes, Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 1902 Reston Metro Plaza, Reston, Virginia 20190,, and whose local office address is 980 9th Street, Suite 1200, Sacramento, California 95814 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Consultant has been engaged by County to assist its Planning and Building Department, in preparation of California Environmental Quality Act (CEQA) compliance documentation for the County of El Dorado's Texas Hill Reservoir Takeline Parcel Rezone and General Plan Amendment (GPA) project to rezone privately-owned parcels to allow for residential use for the Community Development Services pursuant to Agreement for Services #7064, dated August 15, 2023, 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 August 14, 2026 for two (2) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties desire to fully replace specific Articles to include updated contract provisions;

WHEREAS, the parties hereto desire to amend the Agreement to update the provisions of the California Levine Act, replacing **Exhibit D** with **Amended Exhibit D, Amended California Levine Act Statement**;

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 First Amendment to Agreement on the following terms and conditions:

- I. **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 August 14, 2028.

- II. The following Article of the Agreement is fully replaced in it's entirety to read as follows:**

ARTICLE XV

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give a ten (10) day written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, including undisputed charges incurred prior to termination for cause, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.

2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XXII, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

III. Exhibit D, California Levine Act Statement, is replaced in its entirety with **Amended Exhibit D, Amended California Levine Act Statement**, attached hereto and incorporated herein by reference. All references to **Exhibit D, California Levine Act Statement**, throughout the Agreement shall read, **Amended Exhibit D**.

Except as herein amended, all other parts and sections of Agreement for Services #7064 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7064 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

--ICF ENVIRONMENTAL, INC.--

By: Jeffrey Beckner
Jeffrey Beckner (Jul 2, 2026 11:34:30 EDT)

Dated: 07/02/2026

Jeffrey Beckner
Vice President, Contracts and Pricing
"Consultant"

By: Rosemarie Jones
Rosemarie Jones (Jul 2, 2026 17:36:17 EDT)

Dated: 07/02/2026

Rosemarie Jones
Secretary

ICF Environmental, Inc.

Amended Exhibit D

Amended California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

07/01/2026

Date

ICF Environmental, Inc.

Type or write name of company

Trina L. Prince
Trina L. Prince (Jul 1, 2026 13:42:47 PDT)

Signature of authorized individual

Trina L. Prince

Type or write name of authorized individual