

Helix Environmental Planning, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #4600

THIS SECOND AMENDMENT to that Agreement for Services #4600 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 Helix Environmental Planning, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 7578 El Cajon Boulevard, La Mesa, California 91942, and whose local address is 1180 Iron Point Road, Suite 130, Folsom, California 95630 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Consultant has been engaged by County to provide as-needed project management and analysis, permit entitlement, and California Environmental Quality Act (CEQA) compliance services for the commercial cannabis permitting process pursuant to Agreement for Services #4600, dated December 10, 2019, and First Amendment to Agreement for Services #4600, effective December 6, 2022, 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 9, 2025, for three (3) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to reflect the updates made in the provisions of the California Levine Act Statement, amending **ARTICLE XX, Conflict of Interest** and adding **Exhibit C, "California Levine Act Statement"**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Contract Administrator, amending **ARTICLE XXVII, Contract Administrator**;

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 for Services #4600 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 December 9, 2028, as amended.

- II. **ARTICLE XX, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C, marked "California Levine Act Statement", incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

- III. **ARTICLE XXVII, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Robert Peters, Deputy Director, Planning, Planning and Building Department.

Except as herein amended, all other parts and sections of Agreement for Services #4600 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #4600 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

--HELIX ENVIRONMENTAL PLANNING, INC.--

By: Shelby Howard
Shelby Howard
Chief Executive Officer
"Consultant"

Dated: 9/3/2025

By: Kristin Olszak
Kristin Olszak
Chief Financial Officer

Dated: _____

Helix Environmental Planning, Inc.

Exhibit C

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.

9/3/2025

Date
HELIX Environmental Planning, Inc

Type or write name of company



Signature of authorized individual
Shelby Howard

Type or write name of authorized individual