

ICF Jones & Stokes, Inc.

NINTH AMENDMENT TO AGREEMENT FOR SERVICES #008D-A-12/13-BOS

THIS NINTH AMENDMENT to that Agreement for Services #008D-A-12/13-BOS 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 place of business is 980 9th Street Suite 1200, Sacramento, California 95814 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Consultant has been engaged by County to assist in the preparation of a legally and technically adequate Environmental Impact Report (hereafter referred to as "EIR") for the Village of Marble Valley Specific Plan development project (hereafter referred to as "Project"), located in the Shingle Springs area of the County of El Dorado, California, pursuant to Agreement for Services #008D-A-12/13-BOS, dated November 13, 2012, and subsequent amendments to this Agreement including First Amendment dated March 11, 2014, Second Amendment dated July 22, 2014, Third Amendment dated April 14, 2015, Fourth Amendment dated March 8, 2016, Fifth Amendment dated June 23, 2020, Sixth Amendment dated July 19, 2022, Seventh Amendment dated October 25, 2023, and Eighth Amendment dated May 21, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to augment the scope of work, amending **ARTICLE I, Scope of Services**, and adding **Exhibit A-7, Additional Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of November 11, 2025 to December 31, 2026, 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 \$36,064, amending **ARTICLE III, Compensation for Services**, and replacing **Amended Exhibit D-4, Amended Cost Estimate** with **Amended Exhibit D-5, Amended Cost Estimate**;

WHEREAS, the parties hereto desire to amend the Agreement in accordance with Senate Bill 1489, the Levine Act, amending **ARTICLE XVI, Conflict of Interest**, and replacing **Exhibit E** with **Exhibit E-1, 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 Ninth Amendment to Agreement for Services #008D-A-12/13-BOS on the following terms and conditions:

- I. Amended Exhibit D-4, Amended Cost Estimate is replaced in its entirety with Amended Exhibit D-5, Amended Cost Estimate attached hereto and incorporated herein by reference. All references to Amended Exhibit D-4, Cost Estimate throughout the Agreement are substituted with Amended Exhibit D-5, Amended Cost Estimate.
- II. **ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment and services necessary to prepare a legally and technically adequate EIR which would be certified by the Board of Supervisors of the County of El Dorado. Services shall include, but are not limited to, those tasks identified in Exhibit A, marked "The Marble Valley Specific Plan EIR Scope of Work," Exhibit A-1, marked "Additional Scope of Services," Exhibit A-2, marked "Additional Scope of Services," Exhibit A-3, marked "Additional Scope of Services," Exhibit A-4, marked "Additional Scope of Services," Exhibit A-5, marked "Additional Scope of Services," Exhibit A-6, marked "Additional Scope of Services," and Exhibit A-7, marked "Additional Scope of Services," all incorporated herein and made by reference a part hereof.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly.

County's Contract Administrator will issue Consultant written Notices to Proceed for all of the Tasks listed in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6, and Exhibit A-7 herein, not including Contingency Work, and Consultant shall not commence any work until receiving each Notice to Proceed.

In addition to the specific services identified in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6, and Exhibit A-7, this Agreement may also include Project Contingency work. Such Project Contingency work may supplement, expand, or otherwise modify the Scope of Services or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator to the furtherance of the Project.

Before proceeding with any work for Project Contingency, under this Agreement, the specific services for each assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the applicable standards, required deliverables, specific Consultant staff or subconsultant to be used, and any task-related mileage budget, if applicable, on a task-by-task basis. Within an agreed timeframe as determined by County's Contract

Administrator following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, target completion date, and a not-to-exceed cost itemization to complete the work for the Project Contingency task, which shall require written authorization and notification to proceed (may consist of an email) from County's Contract Administrator, prior to the commencement of work. No payment will be made for any Project Contingency task performed prior to written authorization and notification to proceed, and no payment will be made for amounts in excess of the not-to-exceed amount of the authorization.

Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6, and Exhibit A-7 hereto, outline the scope of Consultant's and subconsultant's responsibilities. All of the Tasks included in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6, and Exhibit A-7 are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement.

III. 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 31, 2026.

IV. ARTICLE III, Compensation for Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including all deliverables described in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A- 4, Exhibit A-5, Exhibit A-6, and Exhibit A-7 hereto, County agrees to pay Consultant monthly in arrears and within forty-five (45) days following County receipt and approval of itemized invoices detailing services rendered.

For the period beginning November 13, 2012, and continuing to March 10, 2014, Consultant shall bill in accordance with the following rate schedule:

The Marble Valley Specific Plan EIR		
Task	Description	Cost
1.0	Project Initiation	\$ 2,331
2.0	Project Management and Meetings	\$ 13,288
3.0	Prepare Project Description and Notice of Preparation	\$ 14,904
4.0	Administrative Draft EIR	\$ 198,358
5.0	Public Draft EIR	\$ 22,731
6.0	Respond to Comments	\$ 29,526
7.0	Final EIR	\$ 12,384

8.0	Attend Public Meetings	\$ 4,766
9.0	Prepare Notice of Determination	\$ 309
10.0	Direct Expenses	\$ 2,790
	TOTAL	\$301,387

For the period beginning March 11, 2014, the effective date of the First Amendment, and continuing through July 21, 2014, the day before the effective date of the Second Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning July 22, 2014, the effective date of the Second Amendment, and continuing through April 13, 2015, the day before the effective date of the Third Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning April 14, 2015, the effective date of the Third Amendment to the Agreement and continuing through the day before the effective date of the Fifth Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C-1, marked "Fee Schedule," incorporated herein and made a reference a part hereof.

For the period beginning June 23, 2020, the effective date of the Fifth Amendment to the Agreement and continuing through the remaining term of the Agreement, unless a new Fee Schedule is approved by County's Contract Administrator, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C-2, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof. Other direct costs including subconsultant's services authorized herein shall be invoiced at Consultant's cost, with a ten percent (10%) markup, for services rendered. Any invoices that include other direct costs, or subconsultant's costs, shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purpose of budgeting the items identified in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6, and Exhibit A-7 herein, the maximum allowable billing amounts for each item of work are described in Amended Exhibit D-5, marked "Amended Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Amended Exhibit D-5 represent the composition of the total not-to-exceed budget for this Agreement, as amended. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Amended Exhibit D-5 among the various Tasks, Mileage and Direct Costs, Contingency, and subconsultant identified therein, subject to County's Contract Administrator's written approval. In no event shall the not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement as amended, including all of the services detailed in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6, and Exhibit A-7, inclusive of all work of subconsultants, costs, taxes, and expenses, shall not exceed \$874,777.73.

Travel and/or mileage expenses, if applicable, shall be paid in accordance with Amended Exhibit B, "Board of Supervisors Policy D-1," incorporated herein and made by reference a part hereof. Travel and mileage reimbursement rates apply to Consultant only and do not apply to Consultant's subconsultant. There shall be no markups allowed on travel or mileage rates for Consultant.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Planning and Building Department
Planning Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Robert Peters, Deputy Director of Planning

or to such other location as County directs.

V. ARTICLE XVI, Conflict of Interest, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVI

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 X, Default, Termination, and Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit E-1, 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.

Except as herein amended, all other parts and sections of Agreement for Services #008D-A-12/13-BOS shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Ninth Amendment to Agreement for Services #008D-A-12/13-BOS 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: _____ Dated: _____
Deputy Clerk

-- ICF JONES & STOKES, INC. --

By:  _____ Dated: March 4, 2025
Jeffrey Beckner
Vice President, Contracts
"Consultant"

By:  _____ Dated: March 4, 2025
Rosemarie Jones
Assistant Secretary
Digitally signed by Rosemarie Jones
Date: 2025.03.04 17:19:42 -05'00'

ICF Jones & Stokes, Inc.

Exhibit A-7

Additional Scope of Services

Marble Valley Specific Plan EIR

Consultant has been engaged by County to complete the necessary environmental work associated with the Village of Marble Valley Specific Plan Environmental Impact Report (EIR) Project (Project). As a result of changes to a special status species and County's request for updates to the information/analysis section on wildfires and recreation, additional budget and time is required for processing of a Partial Recirculated Draft EIR.

Task 2. Project Management and Meetings

Consultant shall continue to attend weekly calls, update schedules, prepare progress reports, and complete other associated tasks necessary during the completion of the additional work under Tasks 5, 6, and 7 below. Consultant understands that the number of calls necessary may vary from time to time.

Deliverables

- Schedules in MS Word format
- Tracking tables in MS Excel
- Additional monthly invoice reports and progress summaries in MS format

Task 5. Public Draft EIR

Task 5.1. Partial Recirculated Draft EIR

Due to the changing regulatory environment related to biological resources and wildfire, Consultant shall update the impact analysis to include potential impacts to the Crotch bumble bee and human induced wildfire ignition. Offsite biological resources impacts and mitigation shall also be included to provide more detailed information. The recreation section shall be updated to include potential impacts based on the degradation of existing recreational facilities and to address identification of an appropriate, alternative agency to mitigate the impact(s) in the case that County is unable to.

Task 6. Response to Comments

This Task was originally scoped in 2012 and no more than fifty (50) unique comments were anticipated at the time. Based on experience with the Project's Draft EIR completed in 2024, Consultant shall manage and address up to two hundred (200) public and agency comments.

Deliverables

- Responses to up to two hundred (200) comments

Task 7. Final EIR

The Partial Recirculated Draft EIR and associated responses to comments (Task 6) will require additional efforts at the Final EIR stage. Consultant shall make necessary updates to the Final EIR text to clarify and emphasize information.

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Amended Exhibit D-5

Amended Cost Estimate

ICF Jones & Stokes, Inc.

Task 1.	Project Initiation	\$	2,266.09
Task 2.	Project Management and Meetings	\$	97,089.68
Task 3.	Prepare Project Description and NOP	\$	14,841.68
Task 4.	Administrative Draft EIR	\$	369,140.45
Task 5.	Public Draft EIR	\$	229,793.10
Task 5.1.	Partial Recirculated Draft EIR	\$	12,103.00
Task 6.	Respond to Comments	\$	77,458.69
Task 7.	Final EIR	\$	42,227.21
Task 8.	Attend Public Meetings	\$	8,852.47
Task 9.	Prepare Notice of Determination	\$	443.84

Labor Total \$ 854,216.21

Direct Costs \$ 7,973.47

Total Prime Costs \$ 862,189.68

Task 11 Contingency \$ 6,110.55

Subconsultants:

Tully & Young \$ 6,477.50

Total Proposed Budget Cost Estimate \$ 874,777.73

*All Expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Tasks, Mileage and Direct Costs, Contingency, and subconsultant identified therein, subject to the Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Contract (\$874,777.73) be exceeded.

ICF Jones & Stokes, Inc.

Exhibit E-1

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 Consultant'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 X _____ 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 X _____ 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.

March 4, 2025

Date



Signature of authorized individual

ICF Jones & Stokes, Inc.

Type or write name of company

Jeffrey Beckner

Type or write name of authorized individual