

ORIGINAL

ICF Jones & Stokes, Inc.

Environmental Impact Report for the Central El Dorado Hills Specific Plan Development Project

AGREEMENT FOR SERVICES #5349

THIS AGREEMENT, 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 9300 Lee Highway, Fairfax, Virginia 22031 and whose local office address is 980 9th Street, Suite 1200, Sacramento, California 95814 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Planning and Building Department, in preparing an environmental impact report for the Central El Dorado Hills Specific Plan development project;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030, El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, equipment, and services necessary to prepare a legally and technically adequate environmental impact report for the Central El Dorado Hills Specific Plan development project. Services shall include those tasks as identified in Exhibit A, marked "Scope of Services," incorporated herein and made by reference a part hereof.

In addition to the specific services identified in Exhibit A, this Agreement may also include Optional Tasks or Contingency Work. Such Optional Tasks or Contingency

Work may supplement, expand or otherwise modify the Scope of Work 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 concerning Optional Tasks or Contingency Work under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Notices to Proceed.

The specific services for each Optional Task or Contingency Work assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, required deliverables, specific Consultant staff, any necessary permits, 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 for the Optional Tasks or Contingency Work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work resulting in a Notice to Proceed approved by County's Contract Administrator, prior to commencement of the work.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein, with the exception of Optional Task or Contingency Work assignments. No payment will be made for any work performed prior to the effective date of the Agreement.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

All of the tasks included in the Scope of Work are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the date thereof.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within

forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof. The rates listed in Exhibit B may be adjusted annually with thirty (30) days prior written notice from Consultant and prior written approval by County's Contract Administrator.

For the purposes of budgeting the Tasks identified in Exhibit A, the maximum allowable billing amounts for each Task are described in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C, represent the composition of the total not-to-exceed budget for the various Tasks. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C, among the various Scope of Work tasks, Project Contingency, and Other Direct Costs and Mileage, subject to County's Contract Administrator's prior written approval.

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at Consultant's cost plus a 10% markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for Consultant, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates shall apply to Consultant. There shall be no markup on any mileage rates for Consultant.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant

The total amount of this Agreement shall not exceed \$ 152,637.97, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. 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
2850 Fairlane Court
Placerville, California 95667
Attn.: Tiffany Schmid
Director

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XV, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Progress Reports: Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports seeks to ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Progress reports shall include the total number of hours worked by Consultant and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE VI

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County

without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE VII

Project Manager: Consultant designates Shahira Ashkar, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, and operations, including, but not limited to, (1) assigning qualified personnel to perform the required work and to prepare the deliverables issued pursuant to this Agreement; (2) reviewing, monitoring, training, and directing Consultant's personnel authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

ARTICLE VIII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in Consultant's Project Manager without prior written approval by County's Contract Administrator.

ARTICLE IX

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE X

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Services for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XI

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XII

Independent Contractor/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE XIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIV

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is

subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XV

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. 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.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable 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 upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as 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.

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

With a copy to:

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

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Tiffany Schmid
Director

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

ICF Jones & Stokes, Inc.
980 9th Street, Suite 1200
Sacramento, California 95814

Attn.: Mike Lenett, Vice President, Contracts

or to such other location as Consultant directs.

ARTICLE XVII

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XVI, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVIII

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful

acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIX

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XX

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision

relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXI

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XXII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XV, Default, Termination, and Cancellation, herein.

ARTICLE XXIII

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the

California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXIV

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXV

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXVI

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVII

Licenses: Consultant hereby represents and warrants that Consultant has all the applicable licenses, permits, and certifications that are legally required for Consultant to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Tiffany Schmid, Director, Planning and Building Department, or successor.

ARTICLE XXX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXI

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXIII

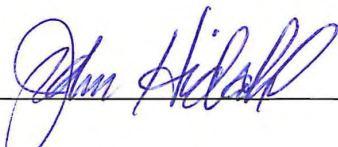
Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: 
Board of Supervisors
"County"

Dated: 2/23/2021

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 2/23/2021

--ICF JONES & STOKES, INC--

By: 
Michael Lenett (Jan 12, 2021 12:21 EST)
Mike Lenett
Vice President, Contracts
"Consultant"

Dated: 01/12/2021

By: 
Rosemarie Jones (Jan 13, 2021 15:35 EST)
Rosemarie Jones
Assistant Secretary

Dated: 01/13/2021

ICF Jones & Stokes, Inc.

Exhibit A

Scope of Services

Environmental Impact Report for the Central El Dorado Hills Specific Plan Development Project

An analysis of vehicle miles travelled (VMT) has been conducted for the Central El Dorado Specific Plan (CEDHSP). Changes to VMT could result in associated changes in air quality and greenhouse gas (GHG) emissions impacts. Should VMT be greater than initially estimated, it may be necessary to recirculate the CEDHSP Environmental Impact Report (EIR) to address the impacts. Consultant shall prepare an EIR to address the air quality and GHG emissions and traffic. The tasks below represent the effort to complete the project.

Task 1. Project Management and Meetings

Consultant's management staff shall attend weekly calls, update schedules, and prepare progress reports. Consultant shall allocate one (1) hour per week for the project manager, 0.5 hour per a week for assistants, and 0.5 hour per a month for the project director for one (1) year. Consultant understands that the number of calls necessary may vary from time to time.

Deliverables:

- Updated progress reports when new information is available.

Task 2. Second Recirculated Draft EIR

Consultant shall prepare a Focused EIR (DEIR) for recirculation that addresses only Air Quality and GHG emissions and traffic (i.e., VMT). The document will consist of a chapter that explains the reason for the recirculation and indicates that only comments on the topics discussed will be accepted on this document. Consultant assumes that analysis will be required for the alternatives considered in the original EIR and that the cumulative analysis will also need to be revisited. Consultant also assumes that no other resource area will require analysis. Consultant shall provide up to fifteen (15) hard copies and fifteen (15) electronic copies and shall submit the document to the State Clearinghouse on behalf of County using the electronic submittal system.

Air Quality (AQ)/Green House Gas (GHG)

Consultant shall remodel operational criteria pollutant and GHG emissions to accommodate the latest project information. This scope of work assumes the full buildout year has been updated, along with operational VMT. Non-mobile source emissions shall be estimated in California Emissions Estimator Model (CalEEMod).

Mobile source emissions shall be quantified using California Air Resource Board's (CARB) Emissions Factor 2017 (EMFAC2017) with adjustment factors to account for implementation of the Safe Vehicles Rule. Consultant shall summarize the results of the operational AQ and GHG emissions modeling in the Focused EIR. The AQ and GHG chapters of the Focused EIR shall be limited to the operational impact analysis.

Key assumptions:

1. County will provide the revised opening year of the project. Because the scope of the Focused EIR is specific to changes in operational VMT, this scope of work does not include any changes to the construction emissions analysis or impact assessment.
2. County will provide project VMT at interim (2030) and full project built conditions.
3. Minimal or no changes to CEDHSP policies.
4. No updates to the carbon monoxide hot-spot analysis.
5. No quantitative health risk assessment or associated modeling.

Traffic

Using data prepared by traffic consultants and VMT thresholds provided by County, Consultant shall provide a discussion of regulations, existing conditions and impacts related to VMT.

Deliverable:

- Fifteen (15) hard copies and fifteen (15) electronic copies of the DEIR

Task 3. Respond to Comments

Consultant shall begin preparing responses to comments as soon as County begins receiving them, even prior to the forty-five (45) day public review period concluding. For cost estimating purposes, Consultant anticipates a level of effort necessary to respond to fifty (50) unique comments (not comment letters) and assumes no additional technical analyses shall be required to respond to comments. Consultant's draft responses to comments shall be forwarded to County for review and concurrence, at which point revisions to the DEIR text would occur, if necessary. Consultant's cost estimate assumes two (2) teleconferences to discuss approaches to respond to comments.

Deliverable:

- Responses to comments and questions of Focused EIR.

Meetings:

- Two (2) teleconferences to discuss approach to responses to comments.

Task 4. Final EIR, Findings, and MMRP

While County reviews the draft responses to comments, Consultant shall begin preparing the Final EIR (FEIR). The FEIR shall be composed of the list of commenters, the response to comments, any revised changes to text, figures, and attachments. The draft FEIR shall be submitted to County and applicants for review and comment after which Consultant shall revise and finalize the FEIR. County will distribute the FEIR to all public agencies that commented on the FEIR during public review.

Findings of Fact and Statement of Overriding Considerations

Consultant shall prepare draft findings for each significant impact and statement of overriding consideration (SOC) for significant impacts found to be unavoidable (if applicable) for County's use in certifying the FEIR and approving the project. The findings shall be in compliance with Sections 21081 and 21081.5 of the California Public Resources Code. Following review and comment of the draft findings by County, Consultant shall finalize the findings for adoption.

Mitigation Monitoring Plan

Consultant shall revise the mitigation monitoring plan (MMP) prepared for the initial EIR to reflect any changes. County will be responsible for ensuring full compliance with the provisions of the plan. Following County's review of the administrative draft MMP, Consultant shall revise the MMP based on comments and shall include the MMP as an appendix to the FEIR.

Deliverables:

- Fifteen (15) hard copies and fifteen (15) electronic copies of the FEIR, Final Findings, SOC, and MMRP

Task 5. Attend Public Meetings, and Planning Commission (PC) and Board of Supervisors (BOS) Meetings

This scope assumes attendance by Consultant's project manager and project director or appropriate technical staff at up to seven (7) public meetings, including:

- Public Meeting during Recirculated DEIR circulation
- Up to two (2) PC hearings
- Up to two (2) County BOS hearings
- Up to two (2) El Dorado Hills Area Planning Advisory Committee meetings

Task 6. Prepare Notice of Determination

Consultant shall prepare the Notice of Determination (NOD) and submit it to County to be filed with the El Dorado County Recorder-Clerk. Consultant assumes the applicant will pay the filing fee, including the California Department of Fish and Wildlife's (CDFW's) review fee if required by CDFW.

Deliverable:

- Notice of Determination

Task 7. Project Contingency

This task provides for unanticipated services or costs necessary to successfully complete the Project. Services covered under this task include the following:

- Address additional comments received than estimated for the existing scope of work.
- Conduct additional research to address public comments. New issues could be raised by the public that might not require new technical analyses but could necessitate additional work (e.g., more detailed research, site visit(s), verification of new information or data provided, or agency meetings), in order to address.
- New or pending case law. Future or pending published case law from challenges to other environmental documents can affect the analysis completed for the project. During the course of this project, there have been four (4) cases related to air quality/GHG alone that have required changes to the environmental document (Sierra Club v. County of Fresno, California Clean Energy Committee v. City of Woodland, Cleveland National Forest Foundation v. SANDAG, and Center for Biodiversity et al. v. California Department of Fish and Wildlife). Sierra Club v. County of Fresno (also known as Friant Ranch, LP) is still pending and could require the quantification of health risks and effects on a project level. For all new or pending cases, additional analysis may be necessary to update impact assessments as decisions are made. The extent of additional work required to address changes in California Environmental Quality Act (CEQA) would depend on the nature of the analysis, the timing of the case law decision, and whether analysis results in a new or worsened impact, which would require that the environmental document be recirculated.
- Changes in legislation or regulations. Examples of potential changes include the listing or delisting of plant or wildlife species, revisions in thresholds, or changes in CEQA Guidelines from the State Office of Planning and Research (e.g., traffic impacts based on VMT). The extent of additional work required would depend on the nature of the changes and whether the change has already been anticipated.
- Additional public meetings or hearings. Consultant may be called upon to help develop materials outside of what has already been listed as a task. Additional staff may need to attend meetings or hearing to provide expertise in technical areas. Direct costs for venue rental or material production may be required.
- Reallocation of tasks to assist County staff. Consultant may be called upon to assist County in tasks related to the project that are not currently assumed in the cost. These could include labor or direct costs.

Consultant shall not undertake any services under this Task without the express written approval of County's Contract Administrator.

ICF Jones & Stokes, Inc.

Exhibit B

Fee Schedule

Project Role	Hourly Rate
Project Director	\$291.61
Project Manager	\$198.83
Project Coordinator	\$122.51
CEQA Advisor	\$186.03
CEQA Advisor-Senior	\$203.61
Land Use Planner	\$149.67
Public Outreach	\$166.3
Air Quality-Senior	\$184.57
Air Quality	\$101.62
Wildlife Biologist Senior	\$222.33
Wildlife Biologist	\$145.17
Botanist - Senior	\$142.13
Botanist	\$135.82
Archaeologist - Senior	\$131.39
Archaeologist	\$88.12
Historian	\$105.89
Paleontologist	\$146.12
Geologist	\$139.63
Geologist - Senior	\$174.82
CEQA-Generalist	\$82.23
Hazards / Haz Mat & Public Services	\$143.11
Hydrologist - Senior	\$139.63
Hydrologist	\$110.68
Water Resources Planner	\$198.23
Land Use Planning/ Agriculture	\$114.19
Noise Specialist - Senior	\$235.76
Noise Specialist	\$94.02
Visual Resources Specialist	\$130.03
Graphics	\$132.82
GIS	\$123.76
Editor	\$128.12
Support Editor	\$88.69
Publications Specialist	\$79.81
Admin Tech	\$64.21
Finance Project Administrator – Senior	\$91.16
Finance Project Administrator	\$71.33

Explanation of Rates:

1. Hourly rates include direct labor, benefits, and general and administrative overhead costs.
2. Mileage will be reimbursed in accordance with ARTICLE III, Compensation for Services.
3. Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at Consultant's cost plus a 10% markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

ICF Jones & Stokes, Inc.

Exhibit C

Cost Estimate

ICF Jones & Stokes, Inc.

Task 1.	Project Management and Meetings	\$	15,580.36
Task 2.	Second Recirculated Draft EIR	\$	47,498.88
Task 3.	Respond to Comments	\$	13,008.25
Task 4.	Final EIR, Findings, and MMRP	\$	12,564.06
Task 5.	Attend Public, PC, and BOS Meetings	\$	9,201.60
Task 6.	Prepare Notice of Determination	\$	934.82
	Labor Total	\$	98,787.97
	Direct Costs and Mileage	\$	<u>3,850.00</u>
	Total Prime Costs	\$	102,637.97
Task 7	Project Contingency	\$	50,000.00
	Total Proposed Budget Cost Estimate	\$	152,637.97

*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 herein, including, direct costs and mileage, and project contingency tasks identified herein, subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Contract (\$152,637.97) be exceeded.

ICF Jones & Stokes, Inc.

**Environmental Impact Report for the Central El Dorado Hills Specific Plan
Development Project**

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #5349

THIS FIRST AMENDMENT to that Agreement for Services #5349 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 9300 Lee Highway, Fairfax, Virginia 22031 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 with preparing an environmental impact report for the Central El Dorado Hills Specific Plan development project pursuant to Agreement for Services #5349, dated February 23, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement include additional tasks determined necessary by County and completed by Consultant related to the preparation of a Revised Final Environmental Impact Report (FEIR) for the Central El Dorado Hills Specific Plan (CEDHSP) Project (Project) to address associated changes with air quality and greenhouse gas emissions impacts as it related to the analysis of vehicle miles traveled (VMT), amending **ARTICLE 1, Scope of Services**, and adding **Exhibit A-1, Amended Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed amount of the Agreement by \$109,301.40 for a new not-to exceed amount of \$261,939.37, and to include a new cost estimate for the term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Exhibit C-1**;

WHEREAS, the parties desire to retroactively amend the amendment start date to be effective as of February 7, 2022;

WHEREAS, the parties hereto desire to fully-replace specific Articles and add new Articles to include updated contract provisions;

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 for Services #5349 on the following terms and conditions:

- I. **ARTICLE I, Scope of Services, First and Second Paragraph, of the Agreement is amended in its entirety to read as follows:**

ARTICLE I

Scope of Services: For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, Consultant agrees to furnish personnel, equipment, and services necessary to prepare a legally and technically adequate environmental impact report for the Central El Dorado Hills Specific Plan development project. Services shall include those tasks as identified in Exhibit A, marked "Scope of Services," incorporated herein and made by reference a part hereof.

In addition to the specific services identified in Exhibit A, this Agreement may also include Optional Tasks or Contingency Work. Such Optional Tasks or Contingency Work may supplement, expand or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator to the furtherance of the Project.

For the period beginning with the effective date of this First Amendment and continuing through the remaining term of the Agreement, Consultant agrees to furnish personnel, equipment, and services necessary to prepare a legally and technically adequate environmental impact report for the Central El Dorado Hills Specific Plan development project. Services shall include those tasks as identified in Exhibit A and Exhibit A-1, marked "Amended Scope of Services," incorporated herein and made by reference a part hereof.

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

- II. **The following Articles of the Agreement are fully replaced in their entirety to read as follows:**

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

The rates listed in Exhibit B may be adjusted annually with thirty (30) days prior written notice from Consultant and prior written approval by County's Contract Administrator.

For the purposes of budgeting hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the Tasks identified in this Agreement including the Tasks identified in Exhibit A, the maximum allowable billing amounts for each Task are described in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C, represent the composition of the total not-to-exceed budget for the various Tasks. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C, among the various Scope of Work tasks, Project Contingency, and Other Direct Costs and Mileage, subject to County's Contract Administrator's prior written approval.

For the period beginning with the effective date of this First Amendment and continuing through the remaining term of the Agreement, the Tasks identified in this Agreement including the Tasks identified in Exhibit A and Exhibit A-1, the maximum allowable billing amounts for each Task are described in Exhibit C-1, marked "Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C-1, represent the composition of the total not-to-exceed budget for the various Tasks. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C-1, among the various Scope of Work tasks, Project Contingency, and Other Direct Costs and Mileage, subject to County's Contract Administrator's prior written approval.

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at Consultant's cost plus a 10% markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for Consultant, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates shall apply to Consultant. There shall be no markup on any mileage rates for Consultant.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant

The total amount of this Agreement, as amended, shall not exceed \$261,939.37, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. 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
2850 Fairlane Court
Placerville, California 95667

Attn.: Patricia Soto
Administrative Technician
Planning and Building Department

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XV, Default, Termination, and Cancellation, herein.

ARTICLE IX

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE X

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Transportation Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subcontractor or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XV

Default, Termination, and Cancellation:

A. **Termination by Default:** If either party becomes aware of an event of default, that party shall give 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, 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.

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

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

Attn.: Rob Peters
Deputy Director of Planning
Planning and Building
Department

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

ICF Jones & Stokes, Inc.
980 9th Street 1200
Sacramento, California 95814

Attn.: Robert F. Toth
Sr. Vice President, Contracts

or to such other location as Consultant directs.

ARTICLE XXII

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 XV, Default, Termination, or Cancellation.

ARTICLE XXIX

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

IV. The following Articles of the Agreement are added to read as follows:

ARTICLE XXXV

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war,

disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXXVI

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXXVII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of Agreement for Services #5349 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5349 on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Rori Parlin* Dated: 11-15-22
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: *Kyle Hayes* Dated: 11-15-22
Deputy Clerk

--ICF JONES & STOKES, INC.--

By: *Hawani Tessema* Dated: 09/19/2022
Hawani Tessema (Sep 19, 2022 13:14 EDT)
Hawani Tessema
Senior Manager, Contracts
"Consultant"

By: *Jarred Miller* Dated: 09/19/2022
Jarred Miller (Sep 19, 2022 13:51 EDT)
Jarred Miller
Director, Contract

ICF Jones & Stokes, Inc.

Exhibit A-1

Amended Scope of Services

In addition to the work already completed under this Agreement, this Amended Scope of Work is expanded to include additional tasks determined necessary by County and completed by Consultant related to the preparation of a Revised Final Environmental Impact Report (FEIR) for the Central El Dorado Hills Specific Plan (CEDHSP) Project (Project) to address associated changes with air quality and greenhouse gas emissions impacts as it related to the analysis of vehicle miles traveled (VMT). The following tasks are expanded to include this additional work.

Task 3. Respond to Comments

This task is expanded to include Consultant's efforts to address an additional round of comments on the FEIR. This effort includes organizing public and agency comments on the FEIR to be consistent with the previous formats and preparing revised responses to comments prepared for the FEIR, as well as to be consistent with updates made to the FEIR, particularly in reference to air quality, GHG, water supply, schools, and utilities. Consultant shall prepare a full edit of the response to comments to update page references, dates of plans, revised regulations, acreages, and other consistency issues for inclusion in the Revised FEIR in Task 4 below.

Deliverables

- Additional responses to comments on the FEIR

Task 4. Final EIR, Findings, and Mitigation Monitoring and Reporting Program (MMRP)

Based on the additional round of comments and responses completed for the FEIR in Task 3, Consultant this task is expanded to include a full edit of the FEIR for the preparation of a Revised FEIR. The Revised FEIR shall include those comments and responses, updates to reflect new regulations and current conditions, as well as any other updates to sections determined necessary.

Deliverables

- Electronic Copy of Revised FEIR

Task 5. Attend Public Meetings, and Planning Commission (PC), and Board of Supervisors (BOS) Meetings

This task is expanded to include additional public, PC, and/or BOS meetings determined necessary for Project completion. As this Project progressed through the environmental review phase, Consultant's attendance at additional meetings

with either the public, PC, or BOS was requested by County. This task shall further include Consultant's attendance at any and all additional aforementioned meetings as they are scheduled through Project completion.

Deliverables

- N/A

ICF Jones & Stokes, Inc.

Exhibit C-1

Amended Cost Estimate

ICF Jones & Stokes, Inc.

Task 1.	Project Management and Meetings	\$	29,391.36
Task 2.	Second Recirculated Draft EIR	\$	47,218.88
Task 3.	Respond to Comments	\$	59,196.94
Task 4.	Final EIR, Findings, and MMRP	\$	55,707.37
Task 5.	Attend Public, PC, and BOS Meetings	\$	30,770.60
Task 6.	Prepare Notice of Determination	\$	934.82
	Labor Total	\$	223,219.97
	Direct Costs	\$	13,719.40
Task 7.	Project Contingency	\$	25,000.00
	Total Proposed Budget Cost Estimate	\$	261,939.37

*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 Consultant's personnel, including subconsultant, and among the various Tasks identified herein, subject to the Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Contract (\$261,939.37) be exceeded.