

## SWCA Environmental Consultants

### SECOND AMENDMENT TO AGREEMENT FOR SERVICES #4976

**THIS SECOND AMENDMENT** to that Agreement for Services #4976 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 SWCA Environmental Consultants, an Arizona corporation duly qualified to conduct business in the State of California, whose principal place of business is 20 East Thomas Road, Suite 1700, Phoenix, Arizona 85012, and whose local address is 6355 Riverside Boulevard, Suite C, Sacramento, California 95831 (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, Consultant has been engaged by County to assist its Department of Transportation with the development of a Routine Maintenance Agreement (RMA) with the California Department of Fish and Wildlife (CDFW) to protect the structural and functional integrity of existing water conveyance infrastructure, within or affecting waterways throughout County, pursuant to Agreement for Services #4976, dated September 1, 2020, and First Amendment to Agreement for Services #4976, dated September 21, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of August 31, 2023 for one (1) additional year, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement in accordance with Senate Bill 1489, the Levine Act, amending **ARTICLE XX, Conflict of Interest**, and adding **Exhibit C, California Levine Act Statement**;

**WHEREAS**, the parties hereto desire to add specific Articles to update County's 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 Second Amendment to Agreement for Services #4976 on the following terms and conditions:

- I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

#### **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire on August 31, 2024, as amended.

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

**ARTICLE XXIV**

**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 XVII, Default, Termination, or Cancellation.

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

- III. **The following article is added to the Agreement.**

**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 #4976 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Agreement for Services #4976 on the dates indicated below.

**--COUNTY OF EL DORADO--**

By: Wendy Thomas

Dated: 8-22-23

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kyle Kuyper  
Deputy Clerk

Dated: 8-22-23

**--SWCA ENVIRONMENTAL CONSULTANTS--**

By: Joseph Fluder  
Joseph Fluder (Jul 19, 2023 13:26 CDT)  
Joseph Fluder  
Chief Executive Officer  
"Consultant"

Dated: 07/19/2023

By: Denis Henry  
Denis Henry  
Corporate Secretary

Dated: 07/19/2023

# SWCA Environmental Consultants

## Exhibit E

### 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 receives any political contributions totaling more than two hundred and fifty dollars (\$250) 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, and any elected official (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 contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES  NO

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

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES  NO

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

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

07/19/2023

Date

Joseph Fluder

Joseph Fluder (Jul 19, 2023 13:26 CDT)

Signature of authorized individual

SWCA Environmental Consultants

Type or write name of company

Joseph Fluder

Type or write name of authorized individual