

## Ascent Environmental, Inc.

### EIGHTH AMENDMENT TO AGREEMENT FOR SERVICES #236-S1710

**THIS EIGHTH AMENDMENT** to that Agreement for Services #236-S1710 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 Ascent Environmental, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 455 Capitol Mall, Suite 300, Sacramento, California 95814 (hereinafter referred to as "Consultant").

#### RECITALS

**WHEREAS**, Consultant has been engaged by County to assist its Planning and Building Department by providing as-needed planning and environmental services for specific plan projects, development projects, and environmental planning services pursuant to Agreement for Services #236-S1710, dated October 6, 2016, First Amendment to Agreement for Services #236-S1710, dated April 25, 2017, Second Amendment to Agreement for Services #236-S1710, dated September 24, 2019, Third Amendment to Agreement for Services #236-S1710, dated June 30, 2020, Fourth Amendment to Agreement for Services #236-S1710, dated December 7, 2021, Fifth Amendment to Agreement for Services #236-S1710, dated April 4, 2023, Sixth Amendment to Agreement for Services #236-S1710, dated February 27, 2024, and Seventh Amendment to Agreement for Services #236-S1710, dated April 29, 2025, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend specific Articles and specific sections of Articles of the Agreement to allow for the use of subconsultants;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$700,000, for a total not-to-exceed amount of \$3,200,000, amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the last paragraph of **ARTICLE XXII, Conflict of Interest**, adding **Exhibit C-2, Updated California Levine Act Statement**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the County's Contract Administrator, amending **ARTICLE XXX, Contract Administrator**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Eighth Amendment to Agreement for Services #236-S1710 on the following terms and conditions:

I. **ARTICLE I, Scope of Services**, is replaced in its entirety to read as follows:

## **ARTICLE I**

**Scope of Services:** Consultant shall furnish, at Consultant's own cost and expense, all personnel, subconsultants, materials, and services necessary to provide as-needed planning and environmental services for specific plan and development projects. Services shall include at a minimum, those tasks identified in Amended Exhibit A, marked "Amended Scope of Work," incorporated herein and made by reference a part hereof, or as identified in the individual Work Orders to be issued in accordance with this Agreement.

Before proceeding with any work under this Agreement, the parties shall identify the specific services to be provided for each assignment. County's Contract Administrator will issue a written Work Order for each assignment. The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's Contract Administrator and Consultant amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

No payment will be made for any work performed prior to approval and full execution of the Work Order, as applicable, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the 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. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in the individual Work Orders issued pursuant to this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XV, Default, Termination, and Cancellation, herein.

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. All of the services included in the Scope of Work, or in the individual Work Orders issued pursuant to this Agreement, 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. 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, agents, associates, representatives, or subconsultant.

**II. ARTICLE III, Compensation for Services**, paragraph eleven of the Article is replaced in its entirety to read as follows:

The total amount of this Agreement, as amended, shall not exceed \$3,200,000, inclusive of Work Orders and amended Work Orders, all work of subconsultants, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

**ARTICLE III, Compensation for Services**, the following paragraph is added in its entirety to read as follows:

Subconsultant's services, authorized herein shall be invoiced at Consultant's cost, with a ten percent (10%) markup, for the services rendered. Rates and fees, included in such costs, will require prior authorization from County's Contract Administrator or successor. Any invoices that include subconsultant services shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

**III. The following Articles of the Agreement are fully replaced in their entireties to read as follows:**

**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 subconsultants, which shall be established at the issuance of individual Work Orders, without prior written approval by County's Contract Administrator.

**ARTICLE X**

**Confidentiality:** Consultant and any subconsultants authorized under this Agreement 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, including any subconsultants authorized herein, shall not use or disclose, directly, or indirectly at any time, any said confidential information, other than to County's Planning and Building Department or to such other person with County's consent 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. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in ARTICLE I, Scope of Services, for the particular tasks, work and deliverables identified therein or as identified in the individual Work Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized in individual Work Orders issued pursuant to this Agreement. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

## **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 and its subconsultants, if any, 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, subconsultants, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Consultant and its subconsultants shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations section 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 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 shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and 2 California Code of Regulations section 8103.

**IV. ARTICLE XIX, INSURANCE**, the following section is added in its entirety to read as follows:

P. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

**V.** The last paragraph in **ARTICLE XXII, Conflict of Interest**, is fully replaced in its entirety to read as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," Exhibit C-1, and Exhibit C-2 marked "Updated California Levine Act Statement," all incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

**VI. ARTICLE XXX, Contract Administrator**, of the Agreement is replaced in its entirety to read as follows:

### **ARTICLE XXX**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Ande Flowers, Planning Manager, Planning and Building Department, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #236-S1710 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Eighth Amendment to Agreement for Services #236-S1710 on the dates indicated below.

**--C O U N T Y O F E L D O R A D O--**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:

Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Deputy Clerk

**--A S C E N T E N V I R O N M E N T A L , I N C.--**

By: Gary Jakobs  
Gary Jakobs (Dec 8, 2025 10:41:18 PST)

Dated: 12/08/2025

Gary D. Jakobs  
Chief Executive Officer  
"Consultant"

By: Amanda Olekszulin  
Amanda Olekszulin (Dec 8, 2025 11:03:48 PST)

Dated: 12/08/2025

Amanda K. Olekszulin  
Chief Financial Officer

## Ascent Environmental, Inc.

### Exhibit C-2

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

YES  NO

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

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

YES  NO

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

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

12/08/2025

Date

Ascent Environmental, Inc.

Type or write name of company

Gary Jakobs  
Gary Jakobs (Dec 8, 2025 10:41:18 PST)

Signature of authorized individual

Gary Jakobs

Type or write name of authorized individual