

ICF Jones & Stokes, Inc.**FIRST AMENDMENT TO AGREEMENT FOR SERVICES #511-S1711**

THIS FIRST AMENDMENT to that Agreement for Services #511-S1711 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 9300 Lee Highway, Fairfax, Virginia 22031 and whose local 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 in updating its Ecological Preserve Fee Program for the Planning and Building Department pursuant to Agreement for Services #511-S1711, dated July 18, 2017, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to add additional work in Tasks 2 through 5, and add Task 6, Explore State Incidental Take Permit and Task 7, Project Contingency, amending **ARTICLE I, Scope of Services**, and adding **Exhibit A-1, Additional Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date for three (3) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$115,978.00, and to add a new fee schedule and cost proposal for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B, Amended Rate Schedule**, and replacing **Exhibit C, Cost Estimate**, with **Amended Exhibit C, Amended Cost Estimate**;

WHEREAS, the parties hereto desire to amend the Agreement to update the name and title of one of County's notice recipients, amending **ARTICLE XIII, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE XXVI, 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 First Amendment to Agreement on the following terms and conditions:

- I. All references to Department of Planning and Building throughout the Agreement shall read Planning and Building Department.
- II. **Exhibit A, Scope of Work**, is amended to include Exhibit A-1, marked "Additional Scope of Work," attached hereto and incorporated herein by reference. All references to Exhibit A throughout the Agreement shall read Exhibit A and Exhibit A-1.
- III. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on July 17, 2023.

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

ARTICLE III

Compensation for Services: For services provided herein, including 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 receipt and approval of itemized invoices detailing the services rendered.

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

For the period beginning with the effective date of this First Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$414,593.00, inclusive of all costs, taxes, and expenses.

Other direct costs, including but not limited to reproductions, postage, and delivery, and subconsultants shall be invoiced at Consultant's cost and may include a ten percent (10%) markup. Any invoices that include direct costs shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

Reimbursement for mileage and/or travel 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 and/or travel expenses are incurred. There shall be no markups allowed on mileage rates and/or travel expenses for Consultant.

For the purposes of budgeting the Tasks in Exhibit A and Exhibit A-1, the billing amounts for each Task are identified in Amended Exhibit C, marked "Amended Cost Estimate," incorporated herein and made by reference a part hereof. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the amounts listed in Amended Exhibit C, Amended Cost Estimate, among the various tasks, subconsultants, and other direct costs, subject to County's Contract Administrators prior written approval. In no event shall the not-to-exceed amount of the Agreement be exceeded.

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

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667
Attn.: Robert Peters
Deputy Director

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables 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 are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

- V. **ARTICLE XIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIII

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.: Robert Peters
Deputy Director

With a copy to:

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
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, Suite 1200
Sacramento, California 95814

Attn.: Robert F. Toth, Senior Vice President
Contracts and Administration

or to such other location as Consultant directs.

VI. ARTICLE XXVI, Contract Administrator, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVI

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

Except as herein amended, all other parts and sections of Agreement for Services #511-S1711 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # 511-S1711 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
"County"

-- ICF JONES & STOKES, INC. --

By: _____

Dated: _____

Robert F. Toth
Senior Vice President,
Contracts and Administration
"Consultant"

By: _____

Dated: _____

Rosemarie Jones
Assistant Secretary

ICF Jones & Stokes, Inc.

Exhibit A-1

Additional Scope of Work

In order to complete the Ecological Preserve Fee Program Update and Environmental Impact Report (EIR), Consultant shall complete new work required for developing the updated fee program. The need for new work is based on the extended project timeline, beyond the three (3) years originally envisioned; new information and direction provided by the County during report preparation; and additional effort to respond to comments on multiple draft versions of reports. Consultant shall complete the new work as outlined below:

Task 2: Conduct Interviews, Collect Data, Cost Research and Analysis

Task 2a: Review Preserve Acquisition and Management Costs

New Work under this subtask:

Consultant economic specialists shall provide an extensive review of financial documents and conduct additional conference calls with County to reconcile fee program accounting data originally assumed to be provided in a form ready for use.

Consultant economic specialists shall perform forensic research into the background of original fee development in absence of information assumed to be available directly from County.

Consultant economic specialists shall prepare a summary comparing original cost and fee assumptions to actual implementation results, and implications of those differences for the current update.

Deliverables:

- Summary comparison of original cost and fee assumptions to actual implementation results

Task 2b. Review and Refine Cooperative Management Responsibilities

New Work under this subtask:

Consultant economic specialists shall provide additional review and documentation and produce interim memoranda regarding the history of County's contribution to the program and analysis of the fee program.

Deliverables:

- Memoranda on history and analysis of fee program

Task 3: Prepare Draft Report

Task 3a: Update Ecological Preserve Program Costs

New Work under this subtask:

Consultant economic specialists shall participate in two (2) additional conference calls with County staff regarding additional comments on the cost update report and to discuss

additional elements to include in the fee program update.

Consultant economic specialists shall review new materials provided by County staff on new acquisitions and the status of various properties and their possible inclusion in the preserve.

Consultant economic specialists shall review multiple additional versions of land use forecast data sets, and new cost information after initiation of report analysis.

Deliverables:

- Summaries of new materials on new acquisitions, land use forecast data sets and new cost information
- Email correspondence and summaries of conversations

Task 3b. Update County Cost Share

New Work under this subtask:

Consultant economic specialists shall review additional cost information provided by County to consider including in the preserve program update cost estimate.

Consultant economic specialists shall review the new information and coordinate with County staff on how to update the management cost assumptions.

Deliverables:

- Summaries of additional new cost information, updates to management cost assumptions and
- Email correspondence and summaries of conversations

Task 3c: Prepare Cost Allocation, Nexus Analysis and Fee Calculation

New Work under this subtask:

Consultant economic specialists shall analyze multiple output files provided for the original transportation impact mitigation (TIM) fee update land use projections and develop methodology to overlay the traffic analysis zones (TAZs) and allocate growth to the Ecological Preserve Overlay Zones.

Consultant economic specialists shall revise the submitted cost analysis and tables and resolve new cost issues with County staff.

Deliverables:

- Email correspondence and summaries of methodology, costs and fee conversations
- Revised cost and growth allocation tables

Task 3d: Draft and Final Ecological Preserve Fee Program Report

New Work under this subtask:

Consultant shall complete additional coordination efforts with County related to new data and additional revisions to the ecological preserve fee Program Cost Update report and Nexus Study.

Consultant shall complete edits and responses to comments on the draft report and incorporate the new materials in a 2nd revised program cost update report.

Consultant shall submit the 2nd draft for County staff to review, respond to additional comments, and editorial suggestions.

Consultant shall respond to County comments on 2nd draft, receive new information to incorporate and prepare 3rd draft report for approval.

Consultant economic specialist team shall conduct additional coordination regarding the nexus study assumptions as they relate to revisions to the ecological preserve fee program cost update report.

Deliverables:

- Memorandum regarding fee alternatives
- Email correspondence and summaries of conversations
- 2nd revised Program Cost Update report
- 3rd revised Program Cost Update report

Task 4: Prepare CEQA Documentation

Task 4a: Project Initiation

New Work under this subtask:

Consultant shall conduct additional coordination with County staff regarding application of new growth assumptions in EIR analysis, range of alternatives, and GIS data by participating in up to three (3) additional conference calls or online meetings on these topics.

To accommodate the extended project time period and need to continue to provide updates, coordination, and contract management, Consultant shall conduct up to two (2) additional years of project oversight and contract management including monthly progress reports, regular project check-in calls with County and management of project team. The management budget shall be revisited after two (2) years have passed.

Deliverables:

- Up to three (3) additional conference calls or online meetings
- Meeting notes
- Email summaries of key decisions
- Monthly project progress reports for up to two (2) additional years

Task 4b: Notice of Preparation (NOP), Scoping, and Initial Study

New Work under this subtask:

Consultant shall address a second round of review of the NOP and its summary description of the project. NOP will no longer include an Initial Study.

Consultant shall assist County with COVID-19 best practices for scoping meeting.

Deliverables:

- 2nd draft NOP
- Email correspondence and summaries of conversations related to COVID-19 best practices for public meetings

Task 4c: Prepare Administrative Draft EIR

New Work under this subtask:

Consultant shall, through coordination with County staff, address additional reviews and revisions related to the description of the project in the Administrative Draft EIR and its effect on the impact analysis for each resource topic. Additional efforts are expected to include the following:

- Submission of EIR project description chapter for review separately from administrative draft EIR
- Preparation of a 2nd draft of the EIR project description chapter
- Receipt of minor additional comments from County on project description and incorporation of comments into the complete administrative draft EIR submitted under this task.

Deliverables:

- 1st draft EIR Project Description Chapter
- 2nd draft EIR Project Description Chapter
- Email summaries of key decisions

Task 4f: Respond to Comments and Prepare Final EIR

New Work under this subtask:

Consultant economic specialist shall contribute to the preparation of responses.

Consultant shall receive minor comments from County on first draft responses to comments and shall prepare a 2nd administrative draft Final EIR prior to submission of screencheck draft.

Deliverables:

- Email correspondence and summaries of conversations
- Revised first draft responses to public comments
- 2nd administrative draft Final EIR, including Response to Public Comments

Task 4g: Prepare Draft Findings, Statement of Overriding Considerations and NOD

New Work under this subtask:

Consultant shall prepare a revised Draft Findings, and Statement of Overriding Considerations after first submitting the draft document and receiving minor comments from County.

Deliverables:

- Revised Draft Findings and Statement of Overriding Considerations

Task 6: Explore State Incidental Take Permit

Consultant shall explore, with County staff and California Department of Fish and Wildlife (CDFW) staff, the potential to develop a regional incidental take permit (ITP) to satisfy the California Endangered Species Act for the state-listed gabbro soils plants for all remaining development in El Dorado County. Consultant shall have up to three (3) meetings with County and CDFW staff to discuss this approach, which would occur in parallel to but separate from County's fee update and fee update EIR. Based on these discussions, Consultant shall prepare a technical memo containing project understanding and rationale (including benefits to County), scope of work, cost estimate, and schedule. Consultant shall also support County in up to two (2) presentations to the Board of Supervisors regarding this proposed approach, benefits to County, and expected outcomes. This approach assumes that no federal take permit will be sought as there are no take prohibitions of federally listed plants on non- federal land. This task does not include preparing the regional ITP application.

Deliverables:

- Attend up to 3 meetings with County and CDFW staff
- Discussion points and Agenda for each of the 3 meetings with CDFW
- Meeting notes for each of the 3 meetings with CDFW
- Support at up to 2 presentations to the Board
- Technical Memorandum

Task 7: Project Contingency

This task provides for unanticipated time and material services or costs necessary to successfully complete the Project. Services covered under this task may include, but are not be limited to:

- Additional Meetings
- Additional Data Collection or Analysis
- Additional Exhibits
- Additional Drafts
- Additional Tasks or Presentations

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

Deliverables:

- Deliverables shall be prepared based upon the service as assigned by County's Contract Administrator.

ICF Jones & Stokes, Inc.
Amended Exhibit B
Amended Rate Schedule

Item	Rate
LABOR	
Project Director / Senior Project Director	\$260 / hour
Senior Technical Analyst / Technical Director	\$230 / hour
Managing Consultant	\$200 / hour
Senior Consultant III	\$180 / hour
Senior Consultant II	\$160 / hour
Senior Consultant I	\$150 / hour
Associate Consultant III	\$125 / hour
Associate Consultant II	\$120 / hour
Associate Consultant I	\$115 / hour
Editor	\$105 / hour
Publications Specialist	\$105 / hour
Finance Technician	\$85 / hour
Assistant Consultant	\$90 / hour
Administrative Technician	\$80 / hour
Technician	\$75 / hour
Intern	\$65 / hour
EXPENDITURES	
*Mileage and Travel Expenses	
Copy Center Services:	at cost
Color printing (8.5" x 11" – 11" x 17")	\$0.16 to \$0.32 / page
Black & White printing (8.5" x 11" – 11" x 17")	\$0.08 to \$0.16 / page
Electronic Field Equipment	\$10.00 / day
Other Direct Costs:	
Subconsultants	10% markup
Non-labor costs	10% markup

* Reimbursement for mileage and travel expenses for Consultant and for any subconsultants, if applicable, shall be compensated in accordance with the provisions of ARTICLE III, Compensation for Services.

ICF Jones & Stokes, Inc.
Amended Exhibit C
Amended Cost Estimate

Task 1	Review Background Materials	\$2,604
Task 2	Conduct Interviews, Collect Data, Cost Research and Analysis	-
Task 2a	Review Preserve Acquisition and Management Costs	\$2,626
Task 2b	Review and Refine Cooperative Management Responsibilities	\$2,626
Task 3	Prepare Draft Report	-
Task 3a	Update Ecological Preserve Program Costs	-
Task 3b	Update County Cost Share	-
Task 3c	Prepare Cost Allocation, Nexus Analysis, and Fee Calculation	-
Task 3d	Draft and Final Ecological Preserve Fee Program Update Report	\$5,570
Task 4	Prepare CEQA Documentation	-
Task 4a	Project Initiation	\$25,074
Task 4b	Notice Of Preparation, Scoping, and Initial Study	\$28,968
Task 4c	Prepare Administrative Draft EIR	\$118,102
Task 4d	Prepare Screencheck Draft EIR	\$17,984
Task 4e	Prepare Draft EIR and Notices of Completion and Availability	\$8,132
Task 4f	Respond to Comments and Prepare Final EIR	\$29,936
Task 4g	Prepare Draft Findings, Statement of Overriding Considerations and Notice of Determination	\$12,288
Task 4h	Coordination and Meetings	-
Task 5	Provide Technical Assistance, Attend Meetings, and Attend Public Hearings	\$11,786
Task 6	Explore Regional State Incidental Take Permit	\$25,030
	Consultant Labor Total:	\$290,726
	Consultant Other Direct Costs Total:	\$10,338
	Total Consultant Costs:	\$301,064
	Subconsultants:	
	Hausrath Economics Group Total:	\$46,179
	Urban Economics	\$37,350
	Total Subconsultant Costs	\$83,529
Task 7	Project Contingency	\$30,000

Total Proposed Budget Cost Estimate: \$414,593

All expenses and their distribution among Tasks are estimates only. This amended 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, other Direct Costs, and subconsultants identified herein, subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement (\$414,593) be exceeded.