

# ORIGINAL

17-54609

## Ascent Environmental, Inc.

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

**THIS FIRST 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 provide planning and environmental services for Development Projects and Specific Plan Projects for its Community Development Agency pursuant to Agreement for Services #236-S1710, dated October 6, 2016, incorporated herein and made by reference a part hereof (herein after referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to modify the scope of work to allow for additional services to be provided, amending **ARTICLE I, Scope of Services**, and replacing **Exhibit A, Scope of Work**, with **Amended Exhibit A, Amended Scope of Work**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$234,600, amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update 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 First Amendment to Agreement for Services #236-S1710 on the following terms and conditions:

- I. **ARTICLE I, Scope of Services**, paragraphs one (1) and five (5) are amended in their entirety to read as follows:

Consultant agrees to furnish personnel, equipment, and services necessary to provide on-call planning and environmental services for specific plan and development projects. Services shall include, but not be limited to, 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.

All of the services included in this Article and Amended Exhibit A are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County.

- II. Exhibit A, Scope of Work, is replaced in its entirety with Amended Exhibit A, marked "Amended Scope of Work," attached hereto and incorporated herein by reference. All references to Exhibit A throughout the Agreement are substituted with Amended Exhibit A.
- III. **ARTICLE III, Compensation for Services**, paragraph five (5) of the Agreement is amended in its entirety to read as follows:

The total amount of this Agreement shall not exceed \$300,000, inclusive of all expenses, costs, Work Orders, and all work of subconsultants, if any are authorized. It is understood and agreed that there is no guarantee that this amount will be authorized under this Agreement through Work Orders.

- IV. **ARTICLE XXX, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXX, Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Roger Niello, Interim Director, Community Development Agency, 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.

**Requesting Contract Administrator and Department Concurrence:**

By:   
Roger Niello  
Interim Director  
Community Development Agency

Dated: 4/25/17

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

--COUNTY OF EL DORADO--

By:   
Shiva Frentzen  
Chair  
Board of Supervisors  
"County"

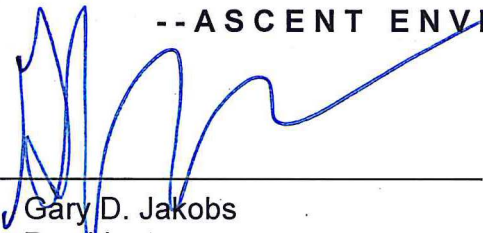
Dated: 4/25/17

Attest:  
James S. Mitrison  
Clerk of the Board of Supervisors

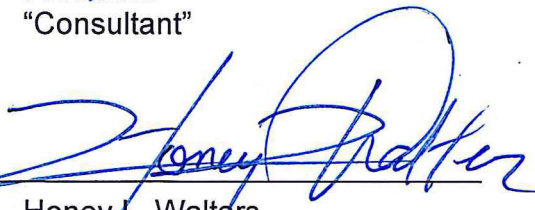
By:   
Deputy Clerk

Dated: 4/25/17

--ASCENT ENVIRONMENTAL, INC.--

By:   
Gary D. Jakobs  
President  
"Consultant"

Dated: 4/24/17

By:   
Honey L. Walters  
Corporate Secretary

Dated: 4/24/17

# **Ascent Environmental, Inc.**

## **Amended Exhibit A**

### **Amended Scope of Work**

Consultant's services shall include specific tasks associated with specific plan projects, development projects and environmental planning services, and shall include, but not be limited to, the following:

- Application intake and reporting;
- Consultation with other County departments as needed;
- Preliminary project and application review;
- Formal application review and evaluation for completeness;
- Analysis of zoning, General Plan, and Specific Plans;
- Site visits and applicant meetings;
- Preparation of staff reports for Planning Commission and the Board of Supervisors as required;
- Preparation of associated CEQA documents (EIRs, Negative Declarations, Mitigated Negative Declarations, and Addendums);
- Engagement and management of technical consultants for specific tasks or reports;
- Presentations and/or assistance to County staff with project presentations to the Planning Commission and/or Board of Supervisors; and
- Conduct scoping, outreach, or public information meetings with County staff.

Deliverables and schedules shall be included in the individual Work Orders for each assignment.