

**Pacific Municipal Consultants
doing business as**

PMC

THIRD AMENDMENT TO AGREEMENT FOR SERVICES No. 004D-A-11/12-PA

THIS THIRD AMENDMENT to that Agreement for Services No. 004D-A-11/12-PA 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 Pacific Municipal Consultants, a corporation duly qualified to conduct business in the State of California, doing business as PMC, whose principal place of business is 2729 Prospect Drive, Suite 220, Rancho Cordova, California 95670 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to assist its Community Development Agency by providing Project Coordination and Planning Services in accordance with Agreement for Services No. 004D-A-11/12-PA, dated January 23, 2012, the First Amendment, dated November 13, 2012, and the Second Amendment, dated March 11, 2014, (hereafter referred to as "Agreement") all incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend **ARTICLE I, Scope of Services**, to add additional tasks and expanded services adding **Revised Amended Exhibit C, Revised Amended Scope of Work**;

WHEREAS, the parties hereto desire to amend **ARTICLE II, Term**, to extend the expiration date of November 12, 2015 to November 11, 2017;

WHEREAS, the parties hereto desire to amend **ARTICLE III, Compensation for Services**; to increase the not-to-exceed compensation amount of the Agreement by \$242,564.00, and to add **Amended Exhibit C-1, Amended Rate Schedule for the Central El Dorado Hills, Village of Marble Valley, and Lime Rock Valley Specific Plan Projects**, and add **Amended Exhibit C-2, Cost Estimate**;

WHEREAS, the parties hereto desire to amend **ARTICLE XII, Notice to Parties**, to update County's notices recipients;

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 Third Amendment to Agreement for Services No. 004D-A-11/12-PA, as follows:

ARTICLE I, Scope of Services, paragraphs A and B are amended in their entirety to read as follows:

Scope of Services:

- A. For the period beginning with the effective date of this Agreement and continuing through the remaining term of the Agreement, Consultant shall perform professional and technical services, on an as-needed basis for County's Community Development Agency. Services generally include, but shall not be limited to, tasks outlined in the Scope of Work, attached hereto as Exhibits A and C, marked "Scope of Work," Amended Exhibit C, marked "Amended Scope of Work, and Revised Amended Exhibit C, marked "Revised Amended Scope of Work," all incorporated herein and made by reference a part hereof.

Consultant shall provide and make available Consultant's own personnel, sub-consultants, materials, vehicles, communication devices, and other equipment necessary to perform the services. Specific work tasks will be identified, scheduled, approved, and performed as follows:

1. Definition of Project Specific Work Scope, Work Activity Schedule, and Cost: On a task-by-task basis, County and Consultant shall define specific Consultant staff and sub-consultants to be assigned to each work task. Interviews with specific staff shall be arranged if so requested by County and Consultant staff selection shall be finalized. For each assigned work task, Consultant shall provide County with a full work task proposal, schedule and not to exceed cost to complete the entire work task, which shall require written approval and written authorization by the County's Contract Administrator prior to commencement of the work. No payment will be made for any work performed prior to written approval of the written Task Order.
2. Prior to Service Delivery: Consultant shall discuss and meet with the County to determine the specific services for each assignment, to discuss the needs, applicable required deliverables, specific Consultant staff, sub-consultants, any task related travel or mileage budget and to define the roles and responsibilities of both the County and Consultant's personnel and what interaction the Consultant shall have with County. Lines of communication shall be established and agreed to in writing before Consultant begins the work.
3. Notice to proceed: After County issues a written notice to proceed for a Task Order; Consultant shall assign the personnel to the subject project, and ensure that they report as assigned with all the necessary equipment to complete the project in a timely fashion. Notice to Proceed will not be issued until funds, in accordance to funding agreements 005D-F-11/12-PA, 004D-F-12/13-BOS, 005D-F-12/13-BOS, and 006D-F-12/13-BOS are on deposit with the County.
4. Contact/Reporting: Upon assignment to a project, Consultant shall meet at a minimum monthly with the County representative either in person or by telephone.

5. Time for Performance: The period of performance for Task Orders shall be in accordance with the date specified in each Task Order. No payment will be made for any work performed after the period of performance in the Task Order, unless County's Contract Administrator and Consultant amend the Task Order in writing.
6. Amendment of Task Orders: Any amendment of a Task Order must be in writing. No Task Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Agreement amount.

ARTICLE II, Term, is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective on January 23, 2012, and shall expire on November 11, 2017.

ARTICLE III, Compensation for Services, paragraphs C and E are amended in their entirety to read as follows:

- C. For the purposes hereof, the billing rates for the Dixon Ranch Subdivision Project shall be in accordance with Exhibit A, Scope of Work, attached hereto, and Exhibit B, marked "Billing Rate Information," all incorporated herein and made by reference a part hereof. Exhibit B, Billing Rate Information, may be updated annually. Exhibits A and B are specific to the Dixon Ranch Subdivision Project.

Exhibit C-1 and Amended Exhibit C-2 are specific to the Central El Dorado Hills, Village of Marble Valley, and Lime Rock Valley Specific Plan Projects. For the purposes hereof, the billing rates for the period beginning November 13, 2012, the effective date of the First Amendment, and continuing through the day before the effective date of the Third Amendment for the Central El Dorado Hills, Village of Marble Valley, and Lime Rock Valley Specific Plan Projects shall be in accordance with Exhibit C-1, marked "Rate Schedule for the Central El Dorado Hills, Village of Marble Valley, and Lime Rock Valley Specific Plan Projects," all incorporated herein and made by reference a part hereof.

For the purposes hereof, and for the period beginning with the effective date of this Third Amendment and continuing through the remaining term of the Agreement, unless a new Rate Schedule is approved by the Contract Administrator, the billing rates for the Central El Dorado Hills, Village of Marble Valley, and Lime Rock Valley Specific Plan Projects shall be in accordance with Amended Exhibit C-1, marked "Amended Rate Schedule for the Central El Dorado Hills, Village of Marble Valley, and Lime Rock Valley Specific Plan Projects," all incorporated herein and made by reference a part hereof.

For the purpose of budgeting the tasks identified in Exhibit A, Amended Exhibit C, and Revised Amended Exhibit C, the billing amounts for each task are described in Amended Exhibit C-2, marked "Cost Estimate*," all incorporated herein and made by reference a part hereof. Amended Exhibit C, Revised

Amended Exhibit C, Exhibit C-1, and Amended Exhibit C-1 are specific to the Central El Dorado Hills, Village of Marble Valley, and Lime Rock Valley Specific Plan Projects.

- E. The total amount of this Agreement, as amended, including all of the services detailed in Exhibit A, Scope of Work, Amended Exhibit C, Amended Scope of Work, and Revised Amended Exhibit C, Amended Scope of Work, and inclusive of all work of subconsultants, costs, expenses, and Task Orders shall not exceed \$764,139.00.

ARTICLE XII, Notice to Parties, is amended in its entirety to read as follows:

ARTICLE XII

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
Community Development Agency
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667

Attn.: David Defanti
Assistant Director

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
CDA Contract & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Pacific Municipal Consultants dba PMC
2729 Prospect Park Drive
Suite 220
Rancho Cordova, California 95670

Attn.: Philip O. Carter
Vice President

or to such other location at Consultant directs.

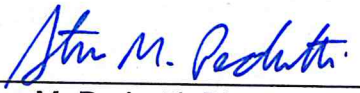
Except as herein amended, all other parts and sections of Agreement for Services No. 004D-A-11/12-PA, as amended, shall remain unchanged and in full force and effect.

CONTRACT ADMINISTRATOR CONCURRENCE:

By: 
David Defanti, Assistant Director
Long Range Planning Division
Community Development Agency

Dated: 4/14/15


REQUESTING DEPARTMENT CONCURRENCE:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 4/14/15

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services No. 004D-A-11/12/PA on the dates indicated below.

--COUNTY OF EL DORADO--

By: 
Brian K. Veerkamp, Chair
Board of Supervisors
"County"


Dated: 4-14-15

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

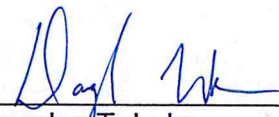
By: 
Deputy Clerk

Dated: 4-14-15

--PACIFIC MUNICIPAL CONSULTANTS--
dba PMC

By: 
Philip O. Carter
Vice President
"Consultant"

Dated: 4-2-15

By: 
Douglas T. Lake
Treasurer

Dated: 4-3-2015

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Revised Amended Exhibit C

Revised Amended Scope of Work

Consultant shall perform additional work as outlined in this augmentation to the Scope of Work in the preparation and processing of the Central El Dorado Hills, Village of Marble Valley and Lime Rock Valley Specific Plan Projects (hereto referred to as Projects). The specific Scope and Task augmentations are described below.

Task 1 – Project Initiation and Meetings

1.4: Meetings and Project Management

Paragraph four (4) of Task 1.4 of the Scope of Services, as amended, is amended to read as follows.

The Project Manager shall establish a dialog and points of contact with key agencies during this process to improve information sharing and to facilitate early identification of key issues and concerns, and shall establish resolution options to each project processing. Key agencies and special districts are expected to include, but are not limited to, El Dorado Irrigation District (EID), El Dorado Hills Fire Protection District, El Dorado County Sheriff's Office, El Dorado Hills Community Services District, Cameron Park Community Services District, El Dorado County Air Pollution Control District, El Dorado County School Districts, Caltrans and Local Agency Formation Commission (LAFCo).

Paragraph five (5) of Task 1.4 of the Scope of Services, as amended, is amended to read as follows.

This amended scope of work includes the following meetings and staffing coverage for each project. Where applicable, meeting dates for Projects shall be combined to improve efficiency. This amended scope of work includes no limit on conference call meetings.

- Consultant shall attend 50 monthly meetings with Project Applicant's teams and County staff.
- Consultant shall attend County's Technical Advisory Committee meetings and the El Dorado Hills Advisory Committee meetings as well as other related meetings.
- Consultant shall attend meetings with other public agencies, including the two (2) additional key agencies: El Dorado County Sheriff's Office and the Cameron Park Community Services District.
- Consultant shall attend Senate Bill 18 Native American coordination meetings.

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- Consultant shall attend two (2) public outreach meetings per Specific Plan (6 total outreach meetings).
- Consultant shall attend two (2) informational workshops per Specific Plan with the Planning Commission (6 total informational workshops).
- Consultant shall attend six (6) public hearings with the Planning Commission, two (2) hearings for each Specific Plan.
- Consultant shall attend six (6) public hearings with County Board of Supervisors, two (2) hearings for each Specific Plan.
- Consultant shall attend EIR-related meetings as requested.

Task 2 - Application Processing

2.1: Application Processing Matrix

Paragraph one (1) of Task 2.1 of the Scope of Services, as amended, is amended to read as follows.

With information gained from completion of the Task 1 research, Consultant shall assist in preparing a Project processing matrix with County staff and the EIR Consultant for each project for review with County staff.

This Task shall include an assessment of potential ways in which the Specific Plans can be drafted to minimize potential for conflicts with previous actions taken by County on other projects or other policy issues. The matrix shall provide a summary of the following:

- Overview of applicable General Plan policies and a summary of Project consistency with the General Plan.
- Summary of Projects' consistency with the general Plan.
- A related summary of key issues, including a summary of Projects' consistency with other key County Zoning Ordinance and development regulations.
- Relationship with previous approvals for the Projects' sites and the consideration of transferring development rights (residential units).
- Other site specific issues (e.g., addressing site features involved with previous mining activities).

2.2: Update/Refinement of Application and Associated Materials Review

Consultant shall continue to work closely with Applicants and County staff to modify, as appropriate, the various application materials and Specific Plans for each project. Consultant shall perform up to five (5) rounds of review and edit of the Specific Plans prior to public release.

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Additional tasks shall include the following:

- Continued off-site infrastructure phasing.
- Water Supply Assessment (EID) and associated legally adequate analysis for the EIR's, consistent with applicable CEQA published case law.

Task 3 – Environmental Review Assistance

The sixth (6th) and eleventh (11th) bullets of Task 3 of the Scope of Services, as amended, is amended to read as follows.

- Consultant shall work with the EIR Consultant and assist with the review of the Administrative Draft EIR in consultation with County, and provision of requested edits to the EIR Consultant. This may involve a meeting with EIR Consultant to go over edits and ensure clear understanding of requested changes. This shall consist of two (2) rounds of review of the ADEIR in addition to review of the Screen check Draft EIR.
- Consultant shall work with the EIR Consultant and assist with the review of the draft Final EIR in consultation with County and provision of requested edits to EIR Consultant. This may involve a meeting with EIR Consultant to go over edits and ensure clear understanding of requested changes. This shall consist of two (2) rounds of review of the FEIR.

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Amended Exhibit C-1

Amended Rate Schedule for the Central El Dorado Hills, Village of Marble Valley, and Lime Rock Valley Specific Plan Projects

Project Role/Classification	Rate
Principal/Project Manager	\$ 220.00
Subconsultant – MacDiarmid Company	\$ 220.00
Senior Planner	\$ 185.00
Senior Geologist	\$ 185.00
Senior Biologist	\$ 185.00
Senior Economic Analyst	\$ 145.00
Land Use Planner	\$ 118.00
Arborist	\$ 90.00
Air Quality	\$ 90.00
GHG Analyst	\$ 90.00
GIS/Graphics/Text Editor	\$ 85.00
Administrative Staff Support	\$ 65.00

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Amended Exhibit C-2

Cost Estimate*

Pacific Municipal Consultants

Dixon Ranch Subdivision EIR Project

Initial Work Effort	\$	9,120.00
Project Processing	\$	9,500.00
Contingency Funds	\$	6,380.00

Total Dixon Ranch Project \$ **25,000.00**

Central El Dorado Hills Specific Plan Project

Task 1. Project Initiation and Meetings	\$	63,311.00
Task 2. Application Processing	\$	53,923.00
Task 3. Environmental Review Assistance	\$	77,500.00
Task 4. Entitlement Actions and Project Decision	\$	17,770.00
Task 5. Project Implementation	\$	880.00

Consultant Direct Costs \$ 2,200.00

Total Central El Dorado Hills Project \$ **215,584.00**

Village of Marble Valley Specific Plan Project

Task 1. Project Initiation and Meetings	\$	25,858.00
Task 2. Application Processing	\$	33,664.00
Task 3. Environmental Review Assistance	\$	33,525.00
Task 4. Entitlement Actions and Project Decision	\$	8,960.00
Task 5. Project Implementation	\$	880.00

Consultant Direct Costs \$ 2,200.00

Total Marble Valley Project \$ **105,087.00**

Lime Rock Valley Specific Plan Project

Task 1. Project Initiation and Meetings	\$	23,008.00
Task 2. Application Processing	\$	38,030.00
Task 3. Environmental Review Assistance	\$	31,768.00
Task 4. Entitlement Actions and Project Decision	\$	8,960.00
Task 5. Project Implementation	\$	880.00

Consultant Direct Costs \$ 220.00

Total Lime Rock Valley Project \$ **102,866.00**

Consultant Subtotal \$ **448,537.00**

Subconsultant

MacDiarmid Company

Central El Dorado Hills Specific Plan Project	\$	18,762.00
Village of Marble Valley Specific Plan Project	\$	147,146.00
Lime Rock Valley Specific Plan Project	\$	149,694.00

Total Subconsultant Costs	\$	<u>315,602.00</u>
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Total Proposed Budget Cost Estimate	\$	764,139.00
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*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 Scope of Work Tasks, items of work, and Direct Costs identified herein (not including subconsultants), subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement, as amended, be exceeded.