

Ascent Environmental Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #236-S1710

THIS SECOND AMENDMENT to that Agreement for Services #236-S170 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 on-call planning services for specific plan projects pursuant to Agreement for Services #236-S1710, dated October 6, 2016, and First Amendment to Agreement for Services #236-S1710, dated April 25, 2017, both 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 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 \$100,000, and to include a new fee schedule for the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B**;

WHEREAS, the parties hereto desire to amend the Agreement to update the County's notice recipients, amending **ARTICLE XVI, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to update the 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 Second Amendment to Agreement on the following terms and conditions:

- I. All references to Community Development Agency throughout the Agreement are substituted with Planning and Building Department.
- II. **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 October 5, 2022.

III. ARTICLE III, Compensation for Services, paragraphs two (2) and five (5) of the Agreement are amended in their entirety to read as follows:

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 Second 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 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 \$400,000, 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 XVI, Notice to Parties, of the Agreement is amended in its entirety to read as follows:

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:

With a copy to:

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Rommel Pabalinas
Planning Manager

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Ascent Environmental, Inc.
455 Capitol Mall, Suite 300
Sacramento, California 95814

Attn: Gary D. Jakobs
President

or to such other location as Consultant directs.

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

Contract Administrator: The County Officer or employee with responsibility for administering the Agreement is Rommel Pabalinas, Planning Manager, Planning and Building Department, or successor.

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

Requesting Contract Administrator Concurrence:

By: _____
Rommel Pabalinas
Planning Manager
Planning and Building Department

Dated: _____

Requesting Department Concurrence:

By: _____
Tiffany Schmid, Director
Planning and Building Department

Dated: _____

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

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- ASCENT ENVIRONMENTAL, INC. --

By: _____
Gary D. Jakobs
President
"Consultant"

Dated: _____

By: _____
Honey L. Walters
Corporate Secretary

Dated: _____