

ORIGINAL

Tahoe Resource Conservation District

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #102-S1710

THIS THIRD AMENDMENT to that Agreement for Services #102-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 Tahoe Resource Conservation District, a conservation district duly qualified to conduct business in the State of California, whose principal place of business is 870 Emerald Bay Road, Suite 108, South Lake Tahoe, California 96150 (hereinafter referred to as "District");

RECITALS

WHEREAS, District has been engaged by County to assist in providing stormwater compliance monitoring services for the Planning and Building Department pursuant to Agreement for Services #102-S1710, dated November 16, 2016, First Amendment to Agreement for Services #102-S1710, dated April 12, 2018, and Second Amendment to Agreement for Services #102-S1710, dated December 18, 2018, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update the rate schedule, incorporating the 2019 Tahoe Resource Conservation District employee approved classifications, salary ranges and organizational chart approved by their Board on June 11, 2019, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B-2, Amended Rate Schedule**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and District mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement on the following terms and conditions:

- I. All references to Community Development Services throughout the Agreement shall read Planning and Building Department.
- II. **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 District upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the period beginning November 16, 2016 the effective date of the Agreement and continuing through the day before the effective date of the 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. In accordance with Exhibit B, District shall be allowed to invoice County with administrative costs at a markup not to exceed fifteen and twenty-six one-hundredths percent (15.26%). Other direct costs including special reproductions, delivery charges, postage, parking and other outside services authorized herein, shall be invoiced in accordance with Exhibit B, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate District's costs for the services being billed on those invoices.

For the period beginning with the effective date of the First Amendment to the Agreement and continuing until the day before the effective date of the Second Amendment to 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. In accordance with Amended Exhibit B, District shall be allowed to invoice County with administrative costs at a markup not to exceed fifteen percent (15%). Other direct costs including special reproductions, delivery charges, postage, parking, and other outside services authorized herein, shall be invoiced in accordance with Exhibit B, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate District's costs for the services being billed on those invoices.

For the period beginning with the effective date of the Second Amendment and continuing through the day before the effective date of the Third Amendment to the Agreement, the billing rates shall be in accordance with Amended Exhibit B-1, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof. In accordance with Amended Exhibit B-1, District shall be allowed to invoice County with administrative costs at a markup not to exceed fifteen percent (15%). Other direct costs including special reproductions, delivery charges, postage, parking, and other outside services authorized herein, shall be invoiced in accordance with Amended Exhibit B-1, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate District's costs for the services being billed on those invoices.

For the period beginning with the effective date of the Third Amendment and continuing through the remaining term of the Agreement, unless amended, the billing rates shall be in accordance with Amended Exhibit B-2, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof. The rates listed in Amended Exhibit B-2 may be adjusted annually with thirty (30) days prior written notice from District and prior written approval by County's Contract Administrator. The rate increase shall not exceed three percent (3%)

annually. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement. In no event shall the total not-to-exceed amount of the Agreement be exceeded. In accordance with Amended Exhibit B-2, District shall be allowed to invoice County with administrative costs at a markup not to exceed fifteen percent (15%). Other direct costs including special reproductions, delivery charges, postage, parking and other outside services authorized herein, shall be invoiced in accordance with Amended Exhibit B-2, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate District's costs for the services being billed on those invoices.

For the purposes of budgeting the Tasks identified in Exhibit A, the maximum allowable billing amounts for each item of work are described in Amended Exhibit C, marked "Amended Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Amended Exhibit C represent the composition of the total not-to-exceed budget for the various Tasks. In the performance of the scope of services to be provided under this Agreement, District may request to reallocate the expenses listed in Amended Exhibit C among the various Scope of Work Tasks and Other Direct Costs identified therein, subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Reimbursement for mileage expenses for District, 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 expenses are incurred. There shall be no markups allowed on mileage rates for District. All travel costs (i.e., overnight lodging, meals, airfare, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by District.

The total amount of this Agreement shall not exceed \$179,833, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. District shall attach copies of any progress reports required under the provisions of ARTICLE VII, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect District'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
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Brendan Ferry
Planning Manager

or to such other location as County directs.

In the event that District fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XVII, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #102-S1710, as amended, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Brendan Ferry Dated: 9/16/2019
Brendan Ferry
Planning Manager
Planning and Building Department

Requesting Department Concurrence:

By: Tiffany Schmid Dated: 09/12/2019
Tiffany Schmid
Director
Planning and Building Department

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # 102-S1710 on the dates indicated below.

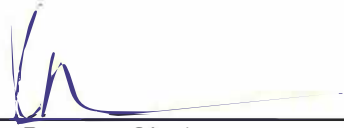
--COUNTY OF EL DORADO--

By: 

Dated: 10/22/2019

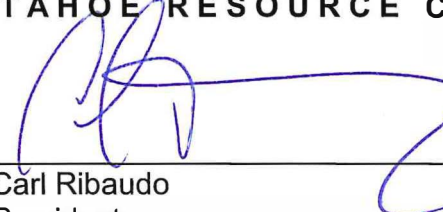
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 10/22/2019

--TAHOE RESOURCE CONSERVATION DISTRICT--

By: 
Carl Ribaudo
President
"District"

Dated: 9/10/19

Tahoe Resource Conservation District

Amended Exhibit B-2

Amended Rate Schedule

| <u>Program Staff</u> | <u>Billable Range</u> |
|------------------------------|------------------------------|
| Program Director | \$41.13 - \$72.69/hr |
| Program Manager | \$37.69 - \$66.48/hr |
| Specialist | \$34.81 - \$62.26/hr |
| Coordinator | \$25.56 - \$46.76/hr |
| Assistant | \$23.24 - \$42.88/hr |
| Environmental Technician I | \$14.40 - \$22.41/hr |
| Environmental Technician II | \$18.00 - \$31.13/hr |
| Environmental Technician III | \$25.00 - \$36.23/hr |

| <u>Administrative Staff</u> | |
|--|-------------------|
| Executive Director | \$46.98 - \$82.45 |
| Director of Finance and Administration | \$41.13 - \$72.69 |
| Grant Manager/Human Resources Manager | \$37.39 - \$66.48 |
| Bookkeeper/Office Coordinator | \$25.56 - \$46.76 |

Expenditures:

| | |
|--|------------|
| Other Direct Costs – Monitoring equipment, supplies, maintenance and repairs | \$3,333.00 |
| Administrative Costs (15%) | \$5,717.00 |

Mileage Reimbursement

Reimbursement for mileage expenses for District shall be compensated in accordance with all of the provisions of ARTICLE III, Compensation for Services, of this Agreement.

Other Direct Costs Markup

Other direct costs including, but not limited to, special reproductions, records searches, and other outside services authorized herein, shall be invoiced at District's cost, without markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate District's costs for the services being billed on those invoices.

Annual Increases

The rates listed above may be adjusted with thirty (30) days prior written notice from Consultant and written approval by County's Contract Administrator. The rate increases shall not exceed three percent (3%) annually. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement. In no event shall the total not-to-exceed amount of the Agreement be exceeded.