

Ascent Environmental, Inc.

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #236-S1710

THIS THIRD 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 assist its Planning and Building Department by providing on-call planning and environmental services for specific plan projects, development project, and environmental planning services pursuant to Agreement for Services #236-S1710, dated October 6, 2016, First Amendment to Agreement for Services #236-S1710, dated April 25, 2017, and Second Amendment to Agreement for Services, dated September 24, 2019, 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 October 5, 2022 for six (6) additional months to April 15, 2023, 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 \$400,000, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to memorialize the independent contractor relationship created through this agreement, amending **ARTICLE XII, Independent Contractor/Liability**;

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 on the following terms and conditions:

- I. **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 April 15, 2023, as amended.

II. **ARTICLE III, Compensation for Services**, the 7th and 8th paragraphs of the Article are amended in in their entirety to read as follows:

The total amount of this Agreement, as amended, shall not exceed \$800,000, inclusive of all expenses, costs, taxes, 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.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE VI, 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 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.: Jean Warner
Senior Administrative Analyst

or to such other location as County directs.

III. **ARTICLE XII, Independent Contractor/Liability** of the Agreement is amended in its entirety to read as follows:

**ARTICLE XII
Independent Contractor/Liability**

Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

The parties intend that an independent contractor-employer relationship was created by this Agreement. It is understood that County does not agree to use Consultant exclusively.

Consultant, including any subconsultants or employees of Consultant, shall not receive or seek, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive or seek, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes the Consultant.

Consultant and its subconsultants shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that the Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Third 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: _____

Dated: _____

Deputy Clerk

-- ASCENT ENVIRONMENTAL, INC. --

By: _____

Dated: _____

Gary D. Jakobs
President
"Consultant"

By: _____

Dated: _____

Honey L. Walters
Corporate Secretary