

AGREEMENT NO. _____

**Second Amendment to Agreement with ICF Jones & Stokes, Inc. for Consulting Services
for the Yolo Habitat Conservancy**

THIS SECOND AMENDMENT to the May 18, 2020 Agreement with ICF Jones & Stokes, Inc. is entered into as of the 16th day of May 2022 by and between the Yolo Habitat Conservancy (“the Conservancy”), and ICF Jones & Stokes, Inc. (“Consultant”), who agree as follows:

AMENDMENT

1. Paragraph 3 of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

Consultant shall perform said services between July 1, 2020 and ~~June 30, 2022~~ June 30, 2023. Either party may terminate this Agreement for any reason by providing thirty (30) days advance written notice of termination to the other party. In addition, the Conservancy may suspend work under this Agreement at any time by providing written notice to Consultant, who shall cease all work immediately upon receipt thereof until otherwise directed by the Conservancy.

2. Paragraph 3 of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

Total compensation to Consultant shall not exceed the rates set forth in Attachment A, nor shall total compensation exceed ~~\$171,250~~ \$250,000. Hourly rates shall not increase during the term of this Agreement.

3. Attachment A of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

Rates

Consultant shall only bill the Conservancy for services provided in fulfillment of executed task orders. Consultant shall be reimbursed based on actual expenses incurred based on the following rates:

Labor Rate:	Ellen Berryman	\$206 per hour
	David Zippin	\$300 per hour
	Kathryn Gaffney	\$201 per hour
	Doug Leslie	\$196 per hour
	Production Staff	\$120 per hour
	<u>Restoration specialist</u>	<u>\$200 per hour</u>
	<u>Technical assistant</u>	<u>\$125 per hour</u>
	<u>Dan Schiff</u>	<u>\$150 per hour</u>

4. Except as modified herein, the terms and conditions of the May 18, 2020 Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered this Second Amendment by affixing their signatures hereafter.


YOLO HABITAT CONSERVANCY

CONSULTANT

By _____
Gary Sandy, Chair
Yolo Habitat Conservancy Board of Directors

By _____

Approved as to Form:

By  _____
Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy