

Staff Report

TO: Chair and Board Members
Yolo County Habitat JPA

FROM: Maria Wong
Executive Director

DATE: October 18, 2010

SUBJECT: Approve the First Amendment to the ICF Jones & Stokes contract for work related to the NCCP/HCP environmental document.

Requested Action:

That the Board approve the First Amended Contract as to form and authorize the Chairwoman to execute said Agreements pending final approval by JPA counsel.

DISCUSSION

The Board approved a \$498,898 not to exceed contract with ICF Jones & Stokes in February of this year. Due to an oversight in the preparation of the final budget and scope of work, one task was omitted. The budget outlined in the final contract agreement was correspondingly reduced to \$480,798. The omitted task, preparation of draft background chapters, has been completed. Approval of this request will correct this error and revise the project budget within the not to exceed limits originally authorized by the Board.

FISCAL IMPACT

None

Attachments:

Attachment A: Draft First Agreement to ICF Jones & Stokes Contract

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE YOLO COUNTY
HABITAT/NATURAL COMMUNITY CONSERVATION PLAN
JOINT POWERS AGENCY AND JONES & STOKES ASSOCIATES, INC.**

This First Amendment to the April 14, 2010 agreement between the parties is made and entered into as of January 13, 2009, by and between the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency ("JPA") and Jones & Stokes Associates, Inc. a wholly owned subsidiary of ICF International, Inc. ("Contractor").

RECITALS

WHEREAS, Contractor was previously retained to provide professional services related to the preparation of the HCP/NCCP environmental document under a contract (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount of potential compensation, and to provide for the completion of work to be undertaken by Jones & Stokes Associates, Inc.;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

AGREEMENT

1. Section II of the Agreement is hereby amended to read as follows:

For the services described in Section I above, Consultant shall be compensated in accordance with Section III, below, but the amount of any compensation shall no exceed \$480,798. The JPA Executive Director may approve modifications of the scheduling and allocation of funds between the tasks described in Exhibit A provided that there is no increase in total compensation. .

2. Exhibit B to the Agreement is replaced and superseded by Exhibit B hereto, which is incorporated herein by this reference.

3. Except as specifically amended by this document and by prior amendments to the original Agreement, the original Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

YOLO COUNTY HCP/NCCP JOINT
POWERS AGENCY

JONES & STOKES ASSOCIATES, INC.

By _____
Helen M. Thomson, Chairwoman

By _____
Chris Brungardt, Vice President

JONES & STOKES ASSOCIATES, INC.
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Approved as to Form:

Robyn Truitt Drivon, County Counsel
By Philip J. Pogledich, Senior Deputy
Attorneys for the Yolo County
Habitat/Natural Community Conservation Plan
Joint Powers Agency