

AGREEMENT FOR SERVICES #391-S1511

AMENDMENT I

This Amendment I to that Agreement for Services #391-S1511, 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 Raney Planning & Management, Inc., a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 1501 Sports Drive, Sacramento, California 95834; (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Consultant has been engaged by County to provide environmental engineering services to assist with the due diligence regarding the proposed new Sheriff Department facility for the County of El Dorado's Facilities Division, in accordance with Agreement for Services 391-S1511, dated February 26, 2015, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to add additional services and increase the compensation by \$14,320.00 for said services, hereby amending **ARTICLE I – Scope of Services**; and **ARTICLE III – Compensation for Services**.

WHEREAS, the parties hereto have mutually agreed to extend term of said Agreement, hereby amending **Article II – Term**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #391-S1511 shall be amended a first time as follows:

ARTICLE I – Scope of Services is hereby amended to add the following additional services:

In addition to Consultant furnishing personnel, subconsultants, materials, equipment and services necessary to perform all professional and technical services and shall make available Consultants own personnel, materials and equipment necessary to perform the services, work, and tasks outlined in Exhibit "A" to the original Agreement marked "Scope of Work", Consultant will also perform the services, work, and tasks outlined in Exhibit "A-1" marked "Additional Scope of Work", incorporated herein and made by reference a part hereof (hereafter the "Work").

ARTICLE II is hereby replaced in its entirety:

Term: The term of this agreement, as amended, shall be for the period of February 26, 2015 through February 25, 2017.

ARTICLE III is hereby replaced in its entirety:

Compensation for Services: For services provided herein, including all deliverables described in the notice to proceed issued pursuant to this Agreement, and including any progress reports requested through Article V, Progress Reports, below, County agrees to pay Consultant in arrears. Payment shall be made within forty five (45) days following County receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the Work shall be billed in accordance with Exhibit “B” to the original Agreement marked “Fee Schedule”, and Exhibit “B-1” marked “Fee Schedule for Exhibit A-1 – Additional Scope of Work”, incorporated herein and made by reference a part hereof.

The total amount of this Agreement, inclusive of all costs and expenses outlined in Exhibit B and Exhibit B-1, shall not exceed \$108,980.00. Invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or backup documentation.

Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisor’s Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for Consultant or for any subconsultants. All other travel costs (i.e., lodging, meals, parking, airfare, and other per diem expenses) will not be reimbursed as a direct cost for any services performed hereunder.

Invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or backup documentation. 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
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667
Attn.: Russell Fackrell, Facilities Manager

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the monthly 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 XVI – Default, Termination, and Cancellation.**

Except as herein amended, all other parts and sections of that Agreement #391-S1511 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Russell Fackrell
Facilities Manager
Chief Administrative Office

Requesting Department Head Concurrence:

By: _____ Dated: _____
Larry T. Combs
Chief Administrative Officer

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #391-S1511 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Sue Hennike
Purchasing Agent
Chief Administrative Office
"County"

-- CONSULTANT --

RANEY PLANNING & MANAGEMENT, INC.
A California Corporation

By: _____ Dated: _____
Tim Raney
President and Corporate Secretary
"Consultant"

Exhibit “A-1” – Additional Scope of Work

The following technical scope of work, in addition to the technical scope identified in Exhibit “A” – “Scope of Work” of the original Agreement, identifies the key tasks and milestones for preparation of the environmental documents and includes an objective, approach, and work product associated with each task.

Task 1.5 Project Coordination

Consultant shall coordinate with the County and the USDA Rural Development Area office, as directed by County staff, to obtain all needed documentation from the USDA to conduct a thorough analysis and identify any additional needs. The Consultant shall further coordinate with the USDA to ensure that all National Environmental Policy Act (NEPA) requirements and standards are satisfied.

Task 2.3 Agency Consultation

The Consultant shall consult with state and federal agencies and other interested groups for preparation of the Environmental Analysis (EA), including but not limited to the U.S. Fish and Wildlife Service and the Native American Heritage Commission (NAHC) regarding tribal consultation.

Consultant shall contact the NAHC for a list of federally recognized Indian tribes and will assist the County with contacting the tribes identified by NAHC. The Consultant shall document that the County wrote (on behalf of USDA Rural Development) letters to all the tribes recommended by the NAHC. The letters will be addressed to the tribal contact persons listed by NAHC. The letters will describe the project, the amount of area that will be disturbed, and the location of the proposed work. The Consultant understands that the USDA maintains a Programmatic Agreement with the State Historic Preservation Officer (SHPO), and that USDA will carry out SHPO consultation if determined necessary.

Task 3.5 Prepare Administrative Draft EA and EA for Submission to USDA for Review

The Consultant shall prepare an Administrative Draft version of the EA for initial review by the County for the purpose of ultimately submitting the completed EA to USDA for review.

It is anticipated that additional technical studies, beyond those that are being prepared for the EIR, will not be needed to prepare an adequate EA for the proposed project. The technical reports that have been prepared, or are currently being prepared, to support the environmental analysis in the EIR include the following:

- Noise Study;
- Traffic Study;
- Air Quality and Greenhouse Gas Emissions Study;
- Biological Resources Assessment;
- Phase I Environmental Site Assessment;
- Soil Sampling Report;
- Geotechnical Study;

- Drainage Study; and
- North Central Information Center Records Search for Cultural Resources.

This technical information, as well as searches of relevant databases specific to NEPA topics (e.g., sole source aquifers) will be used to address the Class II EA topics, and those listed in USDA form RD 1940-20, Request for Environmental Information, as follows:

- Project Description and Need;
- Primary Beneficiaries;
- Area Description;
- Air Quality;
- Water Quality;
- Solid Waste Management;
- Land Use;
- Transportation;
- Natural Environment;
- Human Population;
- Construction;
- Energy Impacts;
- Noise;
- Aesthetics;
- Toxic Substances;
- Compliance with Advisory Council on Historic Preservation's Regulations, including Tribal Consultation;
- Compliance with the Wild and Scenic Rivers Act;
- Compliance with the Endangered Species Act;
- Compliance with Farmland Protection Policy Act;
- Compliance with Executive Order 11988, Floodplain Management, and Executive Order 11990, Protection of Wetlands;
- Compliance with Coastal Barrier Resources Act;
- Public Reaction;
- Cumulative Impacts;
- Adverse Impacts;
- Alternatives;
- Mitigation Measures;
- Consistency with Rural Development Environmental Policies;
- Other federal actions; and
- Permits.

For those categories where adverse project impacts are identified, the EA will include mitigation measures to minimize impacts. Alternatives to the proposed project, including the No Project Alternative, will be discussed in the EA at a qualitative level of detail.

The Consultant will attach, as appendices, all necessary documents to support the EA, which will include the completed RD 1940-20 form and all other necessary information. The Consultant assumes that the EA will find that the development of the proposed project would not result in any significant impacts after mitigation, thus, the appropriate NEPA document will be a Finding

of No Significant Impact (FONSI). However, should the completion of the EA indicate that a significant impact would occur, the Consultant shall consult with the County to determine the appropriate course of action. The Consultant shall submit the Administrative Draft EA to the County for review. The Consultant shall then incorporate all County comments and submit the Administrative Draft EA to the USDA for review.

TASK 3.5 DELIVERABLES

- One (1) electronic copy (in PDF and/or Word format) of the Administrative Draft Environmental Assessment to the County.
- One (1) electronic copy (in PDF and/or Word format) of the Administrative Draft Environmental Assessment, as revised to address County comments, to USDA.

Task 4.2 Revised Administrative Draft Environmental Assessment and Prepare Final Environmental Assessment for Public Review

The Consultant shall revise the Administrative Draft EA, based on comments provided by USDA Rural Development, and prepare the EA for the required public review period.

In addition, the Consultant shall draft the required FONSI/Notice of Intent-Request Release of Funds (NOI-RROF) for publication by Rural Development in the Federal Register and by the County in the local newspaper for general circulation.

Once USDA comments are completed, the Consultant shall coordinate with USDA to release the EA for the 15-day public review period. If any changes are necessary as a result of the comment period, the Consultant shall incorporate these edits into the form of a Final EA.

TASK 4.2 DELIVERABLES

- Consultant will incorporate and respond to all comments received or made by the USDA.
- One (1) hard copy of the final EA to the USDA and the County.
- One (1) electronic copy of the final EA to the USDA and the County.
- Preparation of NOI-RROF for publication in Federal Register and local newspaper

Task 5.1 Project Management

The Consultant shall ensure close coordination and interaction with the County and the USDA throughout the preparation of the EA. The Consultant shall be responsible for overseeing the EA including handling the day-to-day activities of the project and coordinating directly with USDA Rural Development staff.

TASK 5.1 DELIVERABLES

- Project management throughout the process, including coordination and phone meetings.

Task 6.1 Additional Meeting Attendance for CEQA EIR Process

Consultant shall attend and participate in CEQA meetings and provide input.

TASK 6.1 DELIVERABLES

- Attendance at up to five additional CEQA-related meetings.

Task 7.1 Planning Assistance – Preparation of Board of Supervisors Staff Report

Consultant shall prepare a draft of the staff report for the Board of Supervisors (BOS) hearing on the proposed project. Consultant will coordinate with the Planning Division prior to preparing the staff report to confirm staff report templates, typical length of BOS reports, and any standard conditions of approval. Consultant shall include staff's recommendations to the BOS, project background, summary of project components, evaluation of key issues, and necessary attachments, including but not limited to project conditions of approval.

TASK 7.1 DELIVERABLES

- One electronic WORD copy of draft staff report for Board of Supervisors hearing.
- Incorporation of County comments and submittal of a revised electronic copy of the BOS staff report to the County.

Exhibit “B-1”
Fee Schedule for Exhibit A-1 – Additional Scope of Work

PROPOSED COST ESTIMATE		
EL DORADO COUNTY SHERIFF'S OFFICE EIR		
		Cost Per Subtask
Task 1.5	Project Coordination	\$ 580
Task 2.3	Agency Consultation	\$ 1,700
Task 3.5	Prepare ADEA and EA for Submissions to USDA for Review	\$ 7,400
Task 4.2	Revised Administrative Draft Environmental Assessment and Prepare Final Environmental Assessment for Public Review	\$ 1,625
Task 5.1	Project Management	\$ 2,990
Task 6.1	Additional Meeting Attendance for CEQA EIR Process	\$ 1,740
Task 7.1	Planning Assistance – Preparation of Board of Supervisors Staff Report	\$ 2,950
	Total	\$ 18,985
Sub-Consultant/Expenses		
	Copying/Printing*	\$ 200
	10% administrative fee	\$ 20
Total Budget		\$ 19,205

**Estimate only; will be billed at cost.*

In the performance of services hereunder, Consultant may request to reallocate the cost listed herein among the various Tasks identified herein (including the subconsultant expenses) subject to Contract Administrator’s written approval, provided that the total not-to-exceed amount of the Agreement is not exceeded.