

**FOURTH AMENDMENT TO THE PERSONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF SHASTA AND ENPLAN**

This Fourth Amendment is entered into between the County of Shasta, a political subdivision of the State of California through the Department of Public Works ("County"), and Randall J. Hauser dba ENPLAN, ("Consultant"), a sole proprietorship.

**RECITALS**

WHEREAS, County and Consultant have previously entered into an agreement on February 26, 2013, (the "Agreement") for the purpose of providing environmental consulting and/or compliance services or other similar related services; and

WHEREAS, the Agreement was amended on August 18, 2015 (the "First Amendment"); and

WHEREAS, the Agreement was amended on February 1, 2016 (the "Second Amendment"); and

WHEREAS, the Agreement was amended on February 7, 2017 (the "Third Amendment"); and

WHEREAS, the Consultant is engaged in environmental consulting services on County projects that will not be completed before the term of the Agreement; and

WHEREAS, County and Consultant desire to extend the term of the Agreement to end no later than December 31, 2018; and

WHEREAS, County and Consultant desire to amend the rates set forth in Exhibit A and included revised Attachment A-1.

WHEREAS, County and Consultant desire to limit the total compensation to \$999,999; and

WHEREAS, the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

- I. Section 3, "COMPENSATION" of the Agreement is amended in its entirety to read as follows:

**Section 3. COMPENSATION.**

Consultant shall be paid on a time and materials basis in accordance with rates set forth in Exhibit A-1. Without prior approval by County's Board of Supervisors, Consultant shall not be compensated by County in excess of \$50,000 for any single direction to proceed issued by the County in accordance with Section 1 of this agreement. Total compensation paid to Consultant by County during the term of this agreement shall not exceed \$300,000 in any fiscal year. In no event shall the maximum amount payable under the agreement, and any amendments, exceed \$999,999.

Consultant's violation of breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

- II. Section 5, "TERM OF AGREEMENT" of the Agreement is amended in its entirety to read as follows:

**Section 5. TERM OF AGREEMENT.**

This agreement shall commence on February 26, 2013, and shall end no later than December 31, 2018.

- III. Exhibit A of the agreement is amended in its entirety by Exhibit A-1, which is attached to this Fourth Amendment and incorporated herein.

IV. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

V. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments and exhibits hereto, constitutes the entire understanding between County and Consultant concerning the subject matter contained herein.

VI. **EFFECTIVE DATE**

Unless otherwise provided, this Fourth Amendment shall be deemed effective as of the last date it is signed by both parties.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, County and Consultant have executed this Third Amendment to the Agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Third Amendment and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

\_\_\_\_\_  
LES BAUGH, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR  
County Counsel

By: David M. Yorton, Jr. 1/25/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 01/26/18  
James Johnson  
Risk Management Analyst III

**CONSULTANT**

*RANDALL J. HAUSER dba ENPLAN*

Date: 1/24/2018

  
By: \_\_\_\_\_  
Randall J. Hauser, Owner

Tax I.D.#: 68-0139975

**COST SCHEDULE****Professional Services**

LABOR CATEGORY	RATE \$/HR
Supervising Principal	180
Environmental Services Manager	170
Environmental Scientist I	120
Environmental Scientist II	105
Environmental Scientist III	90
Environmental Planner I	120
Environmental Planner II	105
Environmental Planner III	90
Environmental Assessor	120
Principal Investigator/Archaeology	130
Archaeologist I	110
Archaeologist II	95
Field Technician	70
Geospatial Technologist I	120
Geospatial Technologist II	110
Geospatial Programmer	120
Production Manager	60
Accountant	80

**Reimbursable Expenses**

Expenses incurred for dataset acquisition, field supplies, document reproduction, shipping, food and lodging are billed at direct cost. Vehicle costs are billed at \$0.65 per mile. Specialists contracted on behalf of client to carry out project-related tasks are billed at direct cost plus 10%. All other operational and incidental expenses are covered under the labor rates indicated.

**Geospatial Data Products**

Aerial imagery, LiDAR, maps and other geospatial products, including prints, are billed in accordance with ENPLAN's current respective price schedules. Fees for custom compilation of maps and other geospatial products are in accordance with the professional services rates above. Reimbursable expenses associated with custom compilation are also billed as above.