

**FIRST AMENDMENT TO THE
AGREEMENT BETWEEN CONTRA COSTA COUNTY AND TOWN OF MORAGA
FOR LAND SURVEYING SERVICES TO ADD RIGHT-OF-WAY SERVICES**

This "First Amendment to the Agreement Between Contra Costa County and Town of Moraga for Land Surveying Services" ("First Amendment") is entered into as of this ____ day of _____, 2016, by and between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (hereinafter referred to as "County"), and the TOWN OF MORAGA a municipal corporation (hereinafter referred to as "Town").

RECITALS

WHEREAS, County and Town desire to amend the "Agreement Between Contra Costa County and Town of Moraga for Land Surveying Services" ("Agreement"), effective on December 17, 2013, by adding right-of-way engineering services and real property services, and including the maximum rate schedule for these additional services.

TERMS

NOW, THEREFOR, in consideration of the mutual promises, conditions and covenants herein contained, the parties agree as follows:

1. **Paragraph 2.** Paragraph 2 (Purpose) of the Agreement is hereby deleted in its entirety and replaced with new Paragraph 2, to read:

2. Purpose. The Town needs land surveying and right-of-way services during the coming years. The Town has no surveying or right-of way staff and desires to contract with the County for map checking and related land surveying services and right-of-way services.

2. **Paragraph 3.** Paragraph 3 (Services by County) of the Agreement is hereby deleted in its entirety and replaced with new Paragraph 3, to read:

3. Services by County. As requested by the Town, County Public Works Department Surveying Division and Real Estate Division staff will provide land surveying services and real property services for the Town, which include, without limitation: final map and parcel map checks; review of plat maps and legal descriptions; direction and recommendation to the Town Engineer regarding necessary land surveying duties to be completed by the Town (e.g. monument preservation, boundary control recovery); signing and stamping documents that require a California Land Surveyor's license (collectively, the "Surveying and Real Property Services"); and provide real property services necessary to acquire or quitclaim rights-of-way or easements in support of Town projects. The Town will furnish direction to County Public Works Department staff, as needed through the Town's Public Works Director, in order to accomplish the Surveying and Real Property Services. Prior to commencing any

Surveying and Real Property Services, the County will provide a cost estimate to the Town for such work and will provide notice to the Town if the County anticipates that expenses will exceed the cost estimate. The County will provide vehicles and communication equipment as deemed necessary by the County. County staff shall remain employees of the County.”

3. **Paragraph 4.** Paragraph 4 (Payment for Services) of the Agreement is hereby deleted in its entirety and replaced with new Paragraph 4, to read:

“4. Payment for Services. The Town will pay the County for all labor costs, and other expenditures and costs incurred by the County in performing the Surveying and Real Property Services. The County will charge the Town the fully burdened hourly rate (compensation and overhead) for each County employee performing Surveying and Real Property Services (the “Hourly Rates”), provided that the Hourly Rates charged will not exceed the maximum hourly rates set forth on Attachment 1 (Maximum Hourly Rate Schedule) to Appendix A. The hourly rates may be adjusted as specified in Appendix A. County staff will only perform Surveying and Real Property Services after 5:00 p.m., or on a weekend or County holiday if such work is pre-approved by the Town, and the Town will pay the County at the rate of 1.5 times the Hourly Rates for such work. Each time the County bills the Town for Surveying and Real Property Services it will submit to the Town a report detailing the number of hours County staff performed Surveying and Real Property Services, the Hourly Rate for each staff person, and other expenditures and costs incurred by the County in performing the Surveying and Real Property Services. The report will include reasonable documentation of expenses incurred, including but not limited to invoices and time sheets. The Town will pay County within 30 days of billing by the County.

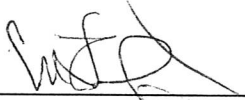
4. **Appendix A.** Appendix A to the Agreement is hereby deleted in its entirety and replaced with new Appendix A attached hereto.
5. Except as modified by this First Amendment, the Agreement remains in full force and effect.

The parties to this First Amendment have executed this Amendment as of the date first set forth above.

COUNTY OF CONTRA COSTA

TOWN OF MORAGA

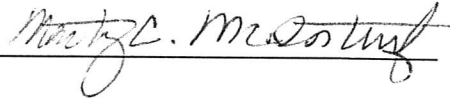
By: _____
Chair, Board of Supervisors

By:  _____
Mayor

ATTEST:

ATTEST: Marty McInturf, Town Clerk

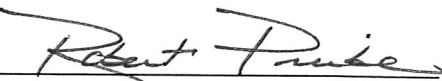
By: _____

By:  _____

Recommended to the County Board of Supervisors for Approval:

Recommended to the Town Council for Approval:

By: _____

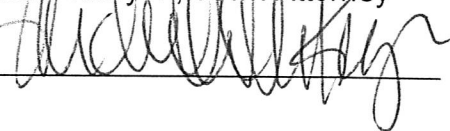
By:  _____

Approved as to Form:
Sharon Anderson, County Counsel

Approved as to Form:
Michelle Kenyon, Town Attorney

By: _____

Deputy County Counsel

By:  _____

APPENDIX "A"

Pay Rate Schedule

Town shall reimburse the County for labor costs as detailed below:

1. County direct labor rates shall include the base salary wages paid to personnel plus fringe benefits. Total labor rate shall include direct labor rate multiplied by County's overhead rate. The total labor rate shall not exceed the range of labor rates by classification, included as Attachment 1.

2. County's overhead rate shall be a summation of division and department overhead rates. Appropriate overhead rates for County shall be developed based on procedure previously approved as described below:

In general, the division overhead rates are determined by identifying each division's total expenditures after adjustments less any non-labor generated revenue. The division expenditures are then divided by the productive hours for the division establishing the overhead rate needed to cover the remaining net cost of division expenditures. The department overhead rates are determined similar to the division rate by dividing the total department expenditures by the total billable hours. Each year overhead rates will be evaluated and adjusted to reflect the actual costs from the previous fiscal year.

3. County may adjust both labor rates and overhead rates periodically due to contracted salary increases and overhead rate changes. County shall submit any changes to rates to the Town prior to invoicing.

Attachment 1

2016 Surveying and Real Property Services Maximum Hourly Rate Schedule

<u>Staff Classification</u>	<u>Maximum Hourly Rate</u>
Principal Real Property Agent	\$227
Supervising Real Property Agent	\$182
Senior Real Property Agent	\$168
Assistant Real Property Agent	\$121
Senior Real Property Technical Assistant	\$114
Real Property Technical Assistant	\$88
County Surveyor	\$218
Senior Land Surveyor	\$189
Engineering Technician Supervisor	\$165
Engineering Technician - Senior	\$146
Engineering Technician – Journey	\$117
Engineering Technician – Entry	\$98
2 – Person Survey Crew	\$244 (\$2,196/day)
3 – Person Survey Crew	\$361 (\$3,249/day)