



**Los Altos Hills County Fire District
Professional Services Agreement Summary Sheet
Freyer & Laureta, Inc.**

Professional Services Agreement of June 16, 2020

- A Professional Services Agreement was approved on June 16, 2020 by the Los Altos Hills County Fire District (LAHCFD) Board of Commissioners for on-call engineering consulting services with a term ending December 31, 2020 and Not-to-Exceed compensation of \$30,000.00.
https://www.lahcfd.org/download/june-16-2020-fire-district-commission-meeting/?wpdmdl=2486&refresh=636f048c5e3991668220044&ind=1592010702779&filename=20200616_LAHCFD_11A_Engineering-Service-Agreement-Freyer-Laureta.pdf

Amendment No. 1

- On July 28, 2020, the agreement was amended to adjust Not-to-Exceed compensation to \$45,000.00.
https://www.lahcfd.org/download/july-28-2020-fire-district-commission-meeting/?wpdmdl=2619&refresh=636f0558f3f9e1668220248&ind=1595655611670&filename=20200728_LAHCFD_13A_Resolution-20-26-Amendment-1-PSA-Freyer-Laureta.pdf

Amendment No. 2

- On November 17, 2020, the agreement was amended to extend the term to December 31, 2022 and adjust compensation to the 2022 Charge Rate Schedule and increase Not-to-Exceed compensation to \$90,000 for the calendar year effective January 1, 2021.
https://www.lahcfd.org/download/november-17-2020-fire-district-commission-meeting/?wpdmdl=3147&refresh=636f05d1656561668220369&ind=1605343007087&filename=11172020_LAHCFD_14E_Freyer-Laureta-Agreement-Amendment-2.pdf

Amendment No. 3

- On April 20, 2021, the agreement was amended to adjust terms in the 2022 Charge Rate Schedule and all other terms and conditions remaining the same.
https://www.lahcfd.org/download/april-20-2021-fire-district-commission-meeting/?wpdmdl=3464&refresh=636f06cc2f58e1668220620&ind=1618639250220&filename=20210420_LAHCFD_04G_Third-Amendment-Freyer-Laureta-Agreement.pdf

Amendment No. 4

- On May 18, 2021, the agreement was amended to increase the Not-to-Exceed compensation to \$135,000 per calendar year.
https://www.lahcfd.org/download/may-18-2021-fire-district-commission-meeting/?wpdmdl=3523&refresh=636f085bc97421668221019&ind=1621066030039&filename=05182021_LAHCFD_04G_Freyer-Laureta-Agreement-Am-No-4.pdf

Amendment No. 5

- On February 15, 2022, the agreement was amended to implement additional invoicing and billing of expenditures procedures with all other terms and conditions remaining the same.
https://www.lahcfd.org/download/february-15-2022-fire-district-commission-meeting/?wpdmdl=4022&refresh=636f0a6f92d921668221551&ind=1644653843730&filename=20220215_LAHCFD_04H_Fifth-Amendment-Freyer-Laureta-Engineering-Agreement.pdf

Amendment No. 6

- On November 15, 2022, the agreement was amended to extend the term to December 31, 2023 and adjust compensation to the 2023 Charge Rate Schedule effective January 1, 2023 with all other terms and conditions to remain the same.
https://www.lahcfd.org/download/november-15-2022-fire-district-commission-meeting/?wpdmdl=4396&refresh=654031f0f22321698705904&ind=1668242119811&filename=20221115_LAHCFD_04F_Sixth-Amendment-PSA-Freyer-Laureta.pdf

Proposed Amendment No. 7

- On November 21, 2023, the Board of Commissioners is considering an amendment to the Agreement to extend the term to December 31, 2024 and adjust compensation to the 2024 Charge Rate Schedule effective January 1, 2024, with all other terms and conditions to remain the same.
- Amendment No. 7 is attached.

Attachments:

Attachment 1: Seventh Amendment to the Professional Services Agreement for On-Call Engineering Consultant Services with Freyer & Laureta, Inc., dated June 16, 2020, extending the term to December 31, 2024, and adjusting compensation to the 2024 Charge Rate Schedule effective January 1, 2024, with all other terms and conditions to remain the same, that has been reviewed and approved by County Counsel as to form and legality

AMENDMENT No. 7

**TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE LOS ALTOS HILLS COUNTY FIRE DISTRICT
AND FREYER & LAURETA, INC., FOR ON-CALL
ENGINEERING CONSULTANT SERVICES**

THIS AMENDMENT No. 7 is made and entered into as of the 21st day of November, 2023, to the Professional Services Agreement between the Los Altos Hills County Fire District (“District”) and Freyer & Laureta, Inc. (“F & L”) made and entered into on Jun 16, 2020 (“Agreement”).

RECITALS

WHEREAS, ON June 16, 2020, District and F & L entered into the Agreement for professional engineering consultant services; and

WHEREAS, on July 28, 2020, District and F & L entered into Amendment No. 1; and

WHEREAS, on January 1, 2021, District and F & L entered into Amendment No. 2; and

WHEREAS, on April 20, 2021, District and F & L entered into Amendment No. 3; and

WHEREAS, on May 18, 2021, District and F & L entered into Amendment No. 4; and

WHEREAS, on February 15, 2022, District and F & L entered into Amendment No. 5; and

WHEREAS, on November 17, 2022, District and F & L entered into Amendment No. 6; and

WHEREAS, F & L is a consulting engineering firm that provides services which include civil engineering, infrastructure engineering, and construction management, and has experience working with numerous public agencies; and

WHEREAS, the District and F & L desire to extend the term of the Agreement and update the Charge Rate Schedule, as indicated below.

In consideration of the covenants, conditions, and promises hereinafter contained to be kept and performed by the parties hereto, District and F & L hereby agree that the following sections of the Agreement are amended as follows:

1. Section 4, TERM OF AGREEMENT, is hereby amended to read as follows:

This Agreement shall be effective until December 31, 2024, unless terminated earlier as set forth in Paragraph 6 below.

2. The first sentence only of Section 5.1, COMPENSATION, Payment Schedule, is hereby amended to read as follows:

District shall compensate Consultant based on the hourly rates set forth in the Charge Rate Schedule effective January 1, 2024, attached as Exhibit C to this Amendment No. 7 in an amount not to exceed One-Hundred Thirty-Five Thousand Dollars (\$135,000) per calendar year.

3. All other terms of the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6, that are not in conflict with the provisions of this Amendment No. 7, shall remain unchanged and in full force and effect. In case a conflict in the term of the Agreement and this Amendment No. 7, the provisions of this Amendment No. 7 shall control. If there is any conflict in the terms of this Amendment No. 7 with the exhibits or attachments, then the provisions of this Amendment No. 7 shall control.
4. **Counterparts; Electronic/Digital Signatures.** This Seventh Amendment may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the Parties have fully executed this Agreement. Unless otherwise prohibited by law or District policy, the parties agree that an electronic copy of this Agreement, or an electronically signed Agreement, has the same force and legal effect as the Agreement executed with an original ink signature. The term “electronic copy of this Agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original sign Agreement in a portable document format. The term “electronically signed Agreement” means the Agreement that is executed by applying an electronic signature using technology approved by the District.

IN WITNESS WHEREOF, the District and F & L have executed this Amendment No. 7 effective as of the date written above.

**LOS ALTOS HILLS
COUNTY FIRE DISTRICT**

By: _____
Roger Spreen,
LAHCFD President

FREYER & LAURETA, INC.

By: /S/
Jeffrey J. Tarantino, P.E.
Vice President

APPROVED AS TO FORM AND LEGALITY

By: /S/
Aaron Forbath, Deputy County Counsel

ATTEST

By: _____
Cori Vargas, District Clerk

CHARGE RATE SCHEDULE

Professional & Technical Services of Freyer & Laureta, Inc. staff are provided on a fixed fee or an hourly rate basis as follows:

Fixed Fee

Where a definitive scope of work can be established, many of our clients prefer that a specific fee be agreed upon in advance. Billings are submitted monthly based upon percent complete as of the last accounting day of the month.

Hourly Rate

Applicable to Plan Preparation, Design, and Report services where the scope of work must remain open, Freyer & Laureta, Inc. utilizes the following hourly charge rate basis for billing purposes.

Consulting Category	2024 Rate
Production Aide - Clerical	\$105
Drafter I - Technical Typist - Survey Tech II	\$110
Drafter II - Word Processor	\$116
Engineering Tech I - Drafter III	\$131
Staff Engineer I - Engineering Tech II - Survey Tech III	\$152
Staff Engineer II - Engineering Tech III - Survey Tech IV	\$158
Staff Engineer III - Senior Engineering Tech	\$163
Staff Engineer IV - Survey Tech V - Construction Inspector	\$179
Associate Engineer - Associate Surveyor (L.L.S.)	\$194
Senior Engineer - Construction Manager	\$205
Senior Construction Inspector	\$205
Project Manager - Principal Surveyor (L.L.S.)	\$221
Senior Project Manager - Principal Surveyor (L.L.S.)	\$236
Associate Principal	\$247
Principal	\$263
Forensic Engineering	\$357
Deposition & Court Appearance	\$446
Subconsultant, Reproduction, Printing, Travel, Mailing & Delivery - Cost plus 10%	

Interest Charge - Billings are due and payable within 30 days. A monthly interest charge equal to the Federal Discount Rate plus 5% will be applied on the next billing beyond the 30-day payment period.

The foregoing Charge Rate Schedule is incorporated into the Agreement for the Services of Freyer & Laureta, Inc. and may be updated annually.