



M E M O R A N D U M
COMMUNITY DEVELOPMENT RESOURCE AGENCY
PLACER COUNTY CONSERVATION PROGRAM
County of Placer

TO: Board of Supervisors DATE: January 26, 2021

FROM: Steve Pedretti, Agency Director

BY: Gregg McKenzie, PCCP Administrator

SUBJECT: Contract Amendment for the Placer County Conservation Program

ACTION REQUESTED

1. Approve the tenth amendment to the contract with ICF Jones & Stokes, Inc. transferring savings in the existing contract between tasks in the amount of \$83,131.60 and updating the contract to include the County's current insurance requirements, and authorize the County Executive Officer to execute the amendment.

BACKGROUND

Placer County Conservation Program

The Placer County Board of Supervisors approved the Placer County Conservation Program (PCCP), made CEQA findings, and adopted a Statement of Overriding Considerations on September 1, 2020. The other Permit Applicants/CEQA Responsible Agencies (South Placer Regional Transportation Authority, City of Lincoln, and Placer County Water Agency) also approved the PCCP and made their CEQA findings on September 23, October 13, and October 15, 2020, respectively. At this time staff expects the state and federal agencies to finalize their permits necessary to begin implementation of the PCCP in the near future.

In order to be prepared to implement the PCCP, CDRA staff have been preparing a PCCP User's Guide, Application Forms, and other materials with the support of ICF. The next step in the work program is to prepare and conduct staff training. As a result of COVID restrictions on in-person meetings and the need to provide on-line training support, staff has requested that ICF revise its existing PCCP Early Implementation Support Task scope of work and budget to include specific training tasks.

ICF has specific expertise in the development of the PCCP and has supported training for other counties implementing similar plans including Yolo, Sacramento, Contra Costa, and Santa Clara.

A description of the requested amendment is discussed below.

ICF Jones & Stokes Inc.

ICF Jones & Stokes has been under contract with Placer County since May 2004 under two scopes of work. The first scope included the preparation of an EIR/EIS which is now complete and adopted. The second scope is for the purpose of preparation and adoption of the PCCP and includes an Early Implementation Support Task. The requested amendment is to the second scope of work specifying the training modules to be provided, schedule, and budget in cooperation with CDRA staff. The proposed scope of work and contract amendment is provided in **Attachment 1**.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Approval of a contract amendment is not a "project" under CEQA and is therefore not subject to CEQA (CEQA Guidelines section 15378(b)(2)). The contract is a continuing administrative activity that does not commit the County to any specific action or project that could cause a physical impact on the environment.

FISCAL IMPACT

The total contract amount would be \$1,584,526 and the request is to transfer savings from ICF's EIR/EIS contract Task to ICF's PCCP contract Early Implementation Task in the amount of \$83,131.60 with no net increase to the overall amount of the contracts. Savings from the previously encumbered contract amount resulted from PCCP staff preparing the County's CEQA Findings and working closely with County Counsel to review the state and federal draft permits without the need for consultant support. In addition, the contract's insurance provisions would be updated to meet the County's current requirements.

The approved PCCP Cost and Funding Plan includes a cost recovery component that will reimburse all General Fund revenues used to develop the PCCP including the Early Implementation Support Task. Cost reimbursement is included in the PCCP's fee program as a percentage of fees collected and allocated to Plan Preparation Reimbursement during the 50-year permit term.

ATTACHMENT

Attachment 1: Tenth Amendment to the planning services agreement for professional consultant services – ICF PCCP

cc: Paola Bernazzani, ICF
Jeni Ramirez, CDRA
Dave Defanti, County Executive Office
Clayton Cook, County Counsel

ATTACHMENT 1

TENTH AMENDMENT TO PLANNING SERVICES AGREEMENT PROFESSIONAL CONSULTANT SERVICES – ICF JONES & STOKES, INC

THIS TENTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2021, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and ICF JONES & STOKES, INC, hereinafter referred to as CONSULTANT.

WHEREAS, on April 6, 2010, COUNTY and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to additional services to be provided by Consultant under said contract and the compensation for those additional services; and

WHEREAS, given the length of time since the original Contract, the County now requires updated insurance language, and CONSULTANT has agreed to the updated language

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

1. That section 1 of the original Contract shall be amended to provide for the additional services and compensation as follows:

The CONSULTANT agrees to perform the additional professional services as set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services shall not exceed \$83,000.00 as set out in Exhibit "A".

2. The COUNTY agrees to pay to CONSULTANT \$1,584,526.00 as the sole compensation under the Contract and as amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and this Tenth Amendment.

3. That section 9 of the original Contract shall be amended as follows:

9. Insurance. CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing the following coverage:

A. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

- 1) Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
- 2) If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- 3) Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

- 4) CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. GENERAL LIABILITY INSURANCE:

- 1) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- a) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

- 2) One of the following forms is required:

- a) Comprehensive General Liability;
- b) Commercial General Liability (Occurrence); or
- c) Commercial General Liability (Claims Made).

- 3) If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- a) One million dollars (\$1,000,000) each occurrence
- b) Two million dollars (\$2,000,000) aggregate

- 4) If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

- a) The limits of liability shall not be less than:

- i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- ii) One million dollars (\$1,000,000) for Products-Completed Operations
- iii) Two million dollars (\$2,000,000) General Aggregate

- b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

- 5) Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- a) The limits of liability shall not be less than:

- i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- ii) One million dollars (\$1,000,000) aggregate for Products Completed Operations
- iii) Two million dollars (\$2,000,000) General Aggregate

- b) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

C. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- 2) "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- 3) "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

D. AUTOMOBILE LIABILITY INSURANCE:

- 1) Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

E. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

- 1) Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.
- 2) If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.
- 3) The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

F. ADDITIONAL REQUIREMENTS:

- 1) Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- 2) Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.
- 3) CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

- 4) Verification of Coverage - CONSULTANT shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 5) Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

COUNTY OF PLACER:

By: _____ Date: _____
Todd Leopold, County Executive Officer

CONSULTANT:

By: Jodi Young Date: 1/11/2021
Jodi Young, Contracts Manager

By: Trina L. Fisher Date: 1/11/2021
Trina L. Fisher, Contracts Administrator

APPROVED AS TO FORM:

By: _____ Date: _____
County Counsel

APPROVED AS TO CONTENT:

By: Steve M. Pedretti Date: 1/12/2021
Steve Pedretti
Agency Director

Supplemental Tasks for Western Placer County HCP/NCCP Scope of Work

This scope of work describes how ICF Jones & Stokes, Inc. (ICF) will support Placer County and the Placer County Agency in 2021. ICF has been under contract with Placer County since May 2004 to prepare the environmental impact report (EIR) and environmental impact statement (EIS) for the PCCP. In 2016, ICF assumed additional work on the HCP/NCCP under task 16 of the existing contract. This scope of work adds a new work to the implementation task (20). It is assumed that unused funds from the previous fiscal year (FY) will rollover, if any remain.

Task 20. Early Implementation Tasks

Early implementation tasks will focus on tasks that need to be in place by the beginning of plan implementation. These tasks have been underway

- **Training:** This task includes the development of an initial zoom training for the User's Guide. The training will be recorded as six or more modules that will be available for trainees to review at any time. These modules will be modified or supplemented as needed to provide zoom training modules for applicants, including biologists. In addition, training will involve a scheduled interactive session for Planners, which will include some interactive components and a question-and-answer segment. The training for applicants and biologists will either be split into two zoom segments, (with one segment generally addressing material in the user's guide and the second focused on CARP/stream system led by Salix), or one zoom segment and an interactive session consisting of responding to questions from the zoom training. An optional second workshop for Planners and a separate second workshop for biologists will be conducted as budget allows. Discretionary budget under this task can also be used for the development of "cheat sheets" identified as necessary by the interactive process, and for participating in meetings with Planners addressing follow-up issues from the training. This budget does not include any fees required for the participation of Salix.
 - **Estimated Budget:** \$60,000 (new funding required)
- **Initial Survey Phase:** ICF will work with Placer County to secure survey data and delineations. They will then populate a vernal pool database with the applicable/transferable data from existing records. These existing records will contribute to establishing the occupancy rate standards, thus reducing the burden for field surveys by project applicants during the early years of plan implementation. A memo documenting the derived survey rate will be developed and vetted with the USFWS.

- Estimated budget: \$23,000. (new funding required)

These tasks - collectively – require \$83,000 of additional budget.

In addition, remaining funds in the Placer County HCP/NCCP will be allocated to make progress on the following, as budget allows:

- **User’s Guide:** ICF will complete development of a user’s manual and associated HCP/NCCP project application forms and checklists for avoidance requirements, survey requirements, and fees for applicants. This manual will use a tax-form approach where applicants are directed to the appropriate portion of the form based on their answers to questions regarding location, activity type, and sensitive habitats. This User’s Guide will form the basis for the training task described above.
- **Vernal Pool Survey Application:** ICF will work with Placer County to create an application that automates a vernal pool survey form. The form will be developed in sharable platform and existing data will be integrated. A schema for wetland delineation will be developed and form instructions will be created. The form will be field tested for usability. An occurrence database will be populated. Meetings with USFWS are included in this task.
- **Workplan:** ICF will develop spreadsheets that identify monitoring, reporting, and wildlife agency requirements specified in the HCP. Once all tasks are itemized, this spreadsheet will be summarized into a two-year workplan that satisfies all the requirements identified in the HCP and organizes them into higher-level tasks that must be accomplished within a given time period. The two-year workplan will also identify future tasks that need to be addressed outside the initial two-year window