

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS**  
**BOARD ACTION SUMMARY**

DEPT: Environmental Resources

BOARD AGENDA: 5.B.7  
AGENDA DATE: June 26, 2018

**SUBJECT:**

Approval of Amendment No. 10 to the Professional Design Services Agreement with Jacobson James and Associates, Inc., for Hydrogeological Services

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2018-0317**

On motion of Supervisor Chiesa \_\_\_\_\_, Seconded by Supervisor Olsen \_\_\_\_\_

and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Monteith, and Vice-Chairman Withrow \_\_\_\_\_

Noes: Supervisors: None \_\_\_\_\_

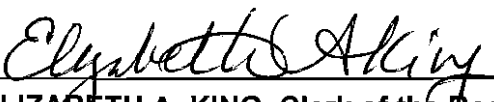
Excused or Absent: Supervisors: Chairman DeMartini \_\_\_\_\_

Abstaining: Supervisor: None \_\_\_\_\_

- 1)  Approved as recommended
- 2)  Denied
- 3)  Approved as amended
- 4)  Other:

**MOTION:**

ATTEST:

  
\_\_\_\_\_  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Environmental Resources

BOARD AGENDA:5.B.7  
AGENDA DATE: June 26, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

---

**SUBJECT:**

Approval of Amendment No. 10 to the Professional Design Services Agreement with Jacobson James and Associates, Inc., for Hydrogeological Services

**STAFF RECOMMENDATION:**

1. Approve Amendment No. 10 to the Professional Design Services Agreement with Jacobson James and Associates, Inc., for hydrogeological California Environmental Quality Act services, which increases the contract by \$103,625 for a not-to-exceed amount of \$997,775.
2. Authorize the Director of Environmental Resources, or designee, to execute Amendment No. 10 with Jacobson James and Associates, Inc., and to sign any necessary documents.
3. Authorize the Director of Environmental Resources, or designee, to sign additional related amendments to the Agreement for an overall total not-to-exceed amount of \$1,008,137, which includes a contingency of \$10,362.

**DISCUSSION:**

On November 25, 2014, the Board of Supervisors adopted a revised Groundwater Ordinance (GWO, County Code Section 9.37) related to sustainable groundwater extraction. Among other things, the revised GWO clarified the role of the California Environmental Quality Act (CEQA) in the County's well construction permitting process. As a consequence, it was envisioned that a consultant would need to be hired to provide the specialized CEQA services required by the GWO. After completing a competitive review process, the firm of Jacobson James & Associates (JJ&A) from Roseville, CA, was selected to perform these services.

In the Fall of 2015, the California Department of Water Resources (DWR) developed the Sustainable Groundwater Planning Grant Program (Grant Program). The source of funds for this Grant Program is the "Water Quality, Supply, and Infrastructure Improvement Act of 2014," otherwise known as Proposition 1. The Grant Program was designed to encourage sustainable management of groundwater resources by providing funding for projects that support the Sustainable Groundwater Management Act (SGMA) through planning and implementation.

On November 24, 2015, the Board authorized the Department of Environmental Resources to apply for the Grant Program for the purpose of developing a County-wide Programmatic Environmental Impact Report (PEIR) in support of the implementation of the County's GWO. On March 24, 2016, DWR notified the Department that it was

successful in obtaining a grant in the amount of \$250,000. On June 29, 2016, the grant agreement between the State and Stanislaus County was formally executed.

Because the PEIR work is directly related to the County's GWO and the related CEQA work for non-exempt well construction permits, the services of JJ&A were utilized to perform this work. In addition, JJ&A has supported the County to implement and refine the well permitting program, and to respond to the State Water Board's proposal to increase surface water flow requirements in the Stanislaus, Tuolumne and Merced rivers which could significantly impact both surface and groundwater supplies in the region.

The PEIR was originally scheduled to be completed and adopted by November, 29, 2017, and is now expected to be completed and adopted by June 26, 2018, due in part to delays associated with the upgrade of the DWR Central Valley Simulation Model – 2<sup>nd</sup> Version (C2V-Sim hydrologic model) not being made available to the public in a timely manner. The C2V-Sim is a computer model developed by the DWR, and is the underlying foundation of the PEIR's analysis of the interaction between surface water flows and groundwater pumping.

The current approved budget under the Professional Design Services Agreement (PDSA) with JJ&A to complete their work associated with the PEIR and provide other services associated with implementation of the GWO is currently \$894,150. The Department is requesting an increase in the Agreement of \$103,625, which is recommended to support the following activities related to the State's Substitute Environmental Document, the County's Groundwater Ordinance, administration of the PEIR grant, update of the County's groundwater database, and the administration of CEQA related services:

- Review and respond to the State Water Board's Final Substitute Environmental Document (SED) pertaining to a 30% - 50% increase in unimpaired flow requirements.
- Updates and refinements to the County Groundwater Ordinance, discretionary well permitting program, and/or implementation of recommendations or mitigation measures proposed for the PEIR.
- PEIR funding for grant administration, client communication, reporting, project scope, and management. Prepare and respond to public and agency comments concerning the PEIR.

Because JJ&A has already provided CEQA support services related to processing non-exempt well permit applications and developed this program for the County, staff recommends that JJ&A continue to be retained to perform this work for the County. The existing services contract with JJ&A will be amended, as Amendment No. 10, to include this additional work.

**POLICY ISSUE:**

Government Code Section 23005 and 25502.5 requires Board of Supervisor's approval for all contracts exceeding \$100,000.

**FISCAL IMPACT:**

The amendment increases the contract by \$103,625, for a total contract amount of \$997,775. In addition, staff is asking for a 10% contingency of \$10,362 for an overall not to exceed amount of \$1,008,137. An increase in appropriations was approved in the Fiscal Year 2017-2018 Third Quarter Financial Report and are available in the Department of Environmental Resources budget.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priorities of *Delivering Efficient Public Services and Community Infrastructure* by providing a coordinated approach towards regional groundwater resources management. Continued participation in groundwater management activities supports the Department of Environmental Resources' mission to promote a safe and healthy environment and improve the quality of life in the community through a balance of science, education, partnerships and environmental regulation.

**STAFFING IMPACT:**

Existing staff will continue to oversee the work associated with this item.

**CONTACT PERSON:**

Jami Aggers, Director,  
Walter Ward, Water Resources Manager

Telephone: 209 525-6770  
Telephone: 209-525-6710

**ATTACHMENT(S):**

1. Jacobson James & Associates Amendment 10



**Department of Environmental Resources**  
3800 Cornucopia Way, Suite C,  
Modesto, Ca 95358-9492  
Phone: (209) 525-6700  
Fax: (209) 525-6774

**AMENDMENT NO. 10**  
**TO**  
**STANISLAUS COUNTY**  
**PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Amendment No. 10 to the Agreement for Professional Design Services ("Amendment No. 10") by and between the County of Stanislaus ("County") and Jacobson James & Associates, Inc. ("Consultant") is made and entered into on June 27, 2018.

WHEREAS, the County and Consultant entered into an Agreement for Professional Design Services dated March 30, 2015, ("the Agreement"); and

WHEREAS, Section 7.20 – "Amendments" stipulates that the Agreement may be amended by writing; and

WHEREAS, the Director of the General Services Agency approved and executed Amendments numbered one (1) through three (3); and

WHEREAS, the Board of Supervisors has approved, and the Director of Environmental Resources has executed Amendments numbered four (4) through nine (9), which increased the not to exceed amount of the Agreement to \$894,150; and

WHEREAS, the County has a need to increase the not to exceed amount of this agreement by \$103,625, for additional hydrogeological support under Tasks 1, 7, and 9, which is anticipated to be needed once the Programmatic Environmental Impact Report (PEIR) is adopted in June of 2018; and

WHEREAS this Amendment is for the mutual benefit of County and Consultant;

NOW, THEREFORE, the County and Consultant agree as follows:

1. Section 2 "Compensation and Billing", Item 2.1- "Compensation," is amended to read as follows:

"Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed **Nine Hundred Ninety-Seven Thousand, Seven Hundred Seventy-Five Dollars (\$997,775.00)**. Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily."

2. Exhibit B Fee Schedule Item 3.1 is amended to read as follows:

<b>Task</b>	<b>Description</b>	<b>Estimated Maximum Total Task Price</b>
1	Inception, Initial Consultation and Project Management	\$21,187
2	Administrative Review of Well Permit Applications	\$9,319
3	Sustainability (Substantial Evidence) Review of Well Permit Applications	\$58,697
4	CEQA Initial Study and Determination Support	\$151,091
5	County Staff Training and Consultation	\$597
6	Meetings with WAC, TAC and County Staff	\$3,705
7	Additional As-Needed Services	--
	Task 7.1 As Needed Services	\$4,054
	Task 7.2 Groundwater Resources Impact Assessment for CLIBP (Amendment 3)	\$10,000
	Task 7.3 Review and Comment on Draft Revised SED (Amendment 5)	\$35,024
	Task 7.4 Update GW Ordinance Well Permitting Implementation Guidelines (Amendment 5)	\$8,976
	Task 7.5 Update County Well Database (Amendment 5)	\$23,500
	Task 7.6 Updates and Refinements to the County Groundwater Ordinance or Discretionary Well Permitting Program.	\$50,000
8	SWGP Grant Application Support	\$15,000
9	PEIR for the Implementation of the Stanislaus Count Groundwater Ordinance	--
	Task 1 – Grant Administration	\$69,125
	Task 2 – GSP Development	--
	Task 2.1 – Hydrologic Modeling	\$236,500
	Task 2.2 – GSA Support	\$45,700
	Task 3 – Ordinance Development	--
	Task 3.1 – Programmatic EIR Preparation	\$255,300
	<b>TOTAL</b>	<b>\$997,775</b>

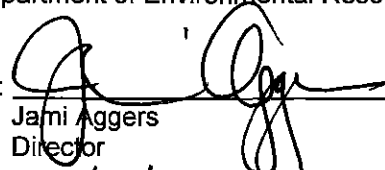
Notes: Actual costs for Tasks 2, 3 and 4 shall depend on the number of permits Consultant reviews during the Agreement period. However, the not-to-exceed maximum shall not be exceeded without prior written authorization in the form of an amendment to the Agreement.”

3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

In witness whereof, the parties have executed this Amendment on the date written above.

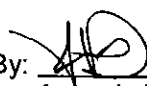
[SIGNATURES APPEAR ON NEXT PAGE]

APPROVED AS TO CONTENT:  
Department of Environmental Resources

By:   
Jami Aggers  
Director

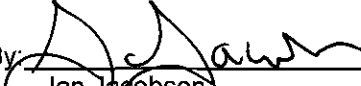
Date: 6/26/18

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By:   
Amanda DeHart  
Deputy County Counsel

Date: 5-25-18

**JACOBSON JAMES & ASSOCIATES**

By:   
Jan Jacobson  
President

Date: 5/31/18

"Consultant"



**Department of Environmental Resources**  
3800 Cornucopia Way, Suite C,  
Modesto, Ca 95358-9492  
Phone: (209) 525-6700  
Fax: (209) 525-6774

**AMENDMENT NO. 11**  
**TO**  
**STANISLAUS COUNTY**  
**PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Amendment No. 11 to the Agreement for Professional Design Services ("Amendment No. 11") by and between the County of Stanislaus ("County") and Jacobson James & Associates, Inc. ("Consultant") is made and entered into on October 29, 2018.

WHEREAS, the County and Consultant entered into an Agreement for Professional Design Services dated March 30, 2015, ("the Agreement"); and

WHEREAS, Section 7.20 – "Amendments" stipulates that the Agreement may be amended by writing; and

WHEREAS, the Director of the General Services Agency approved and executed Amendments numbered one (1) through three (3); and

WHEREAS, the Board of Supervisors has approved, and the Director of Environmental Resources has executed Amendments numbered four (4) through ten (10), which increased the not to exceed amount of the Agreement to \$997,775; and

WHEREAS, County and Consultant have a need to update the original Agreement's "Indemnification" clause to reflect Senate Bill (SB) 496, which was enacted and effective on January 1, 2018; and

WHEREAS, the County and Consultant have a need to update the Fee Schedule's Hourly Billable Rates to be more current and reflect a broader range of labor categories; and

WHEREAS this Amendment is for the mutual benefit of County and Consultant;

NOW, THEREFORE, the County and Consultant agree as follows:

1. Section 6 "Indemnification", Item 6.1- "Indemnification," is amended to read as follows:

"Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") to the extent caused by the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of non-delegable duty. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver



or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity."

2. Section 6 "Indemnification", Item 6.2- "Duty to Defend," is amended to read as follows:

**"Duty to Defend:** The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code."

3. Exhibit B Fee Schedule Item 2 "Hourly Billable Rates" is amended to read as follows:

**"2. HOURLY BILLABLE RATES**

The Consultant shall be compensated on a time and materials basis based on the hourly rates, and the not to exceed amounts for each task. Items such as telephone, fax, postage, insurance, and other customary business costs are already included in the billable hourly rate.

<b>Position Title</b>	<b>Hourly Rate</b>
Admin/Clerk	\$65
Administrator/Project Controller	\$80
Drafting/CADD I	\$85
Drafting/CADD II	\$115
Engineer I	\$110
Engineer II	\$125
Engineer III	\$135
Engineer IV	\$175
Field Technician I	\$85
Field Technician II	\$105
GIS/Database I	\$85
GIS/Database II	\$115
Senior Technical Specialist	\$225
Principal	\$175
Program Manager	\$185
Project Manager I	\$125
Project Manager II	\$150
Project Manager III	\$175
Regulatory Specialist	\$125
Senior Regulatory Specialist	\$225
Scientist I	\$105
Scientist II	\$120
Scientist III	\$130
Scientist IV	\$145

- 2.1. Professional staff rates for legal proceedings or as expert witnesses shall be at rates one and one-half times the rates specified above.
- 2.2. Markup is 10% on Subcontractor or Subconsultant and Rebillable Direct Expenses
- 2.3. Markup on travel expenses is 0%.

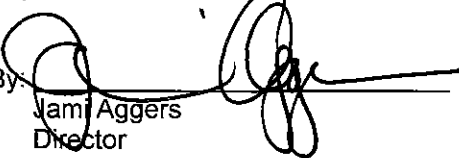
2.4. Reimbursement for vehicles used in connection with the work, and other travel expenses shall be in accordance with the County's current Travel Policy", and the following for field vehicle use:

Field Vehicle	Daily Rate	Weekly Rate	Monthly Rate
Economy	\$80	\$320	\$1,120
Full Size	\$90	\$360	\$1,260

4. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

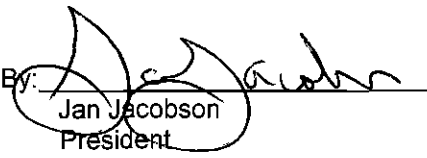
In witness whereof, the parties have executed this Amendment on the date written above.

APPROVED AS TO CONTENT:  
Department of Environmental Resources

By:   
Jami Aggers  
Director

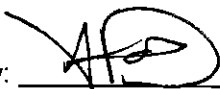
"County"

JACOBSON JAMES & ASSOCIATES

By:   
Jan Jacobson  
President

"Consultant"

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By:   
Amanda DeHart  
Deputy County Counsel



Agreement Number A030315

**Department of Environmental Resources**  
3800 Cornucopia Way, Suite C,  
Modesto, Ca 95358-9492  
Phone: (209) 525-6700  
Fax: (209) 525-6774

**AMENDMENT NO. 12  
TO  
STANISLAUS COUNTY  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

Except as hereinafter provided, this Amendment No. 12 to the Agreement for Professional Design Services ("Amendment No. 12") by and between the County of Stanislaus ("County") and Jacobson James & Associates, Inc. ("Consultant") shall be subject to the terms and conditions set forth in the Agreement for Professional Design Services dated March 30, 2015, ("the Agreement"); and

WHEREAS, Section 7.20 – "Amendments" stipulates that the Agreement may be amended by writing; and

WHEREAS, the Director of the General Services Agency approved and executed Amendments numbered one (1) through three (3); and

WHEREAS, the Board of Supervisors has approved, and the Director of Environmental Resources has executed Amendments numbered four (4) through eleven (11), which increased the not to exceed amount of the Agreement to \$997,775; and

WHEREAS, the County has a need to extend the term of this Agreement to allow services to continue; and

WHEREAS this Amendment is for the mutual benefit of County and Consultant;

NOW, THEREFORE, the County and Consultant agree as follows:

1. Section 4 "Term of Contract and Termination", Item 4.1 "Term," is amended to read as follows:


"This Agreement shall commence on **March 30, 2015**, or upon the signing of this Agreement and continue until **June 30, 2021**, or until work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties."

2. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

[Signatures appear on next page]

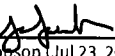
In witness whereof, the parties have executed this Amendment on the date written above.

**COUNTY OF STANISLAUS**  
Department of Environmental Resources

By:   
\_\_\_\_\_  
Jami Aggers  
Director

"County"


**JACOBSON JAMES & ASSOCIATES**

By:   
\_\_\_\_\_  
Jan Jacobson (Jul 23, 2020 11:59 PDT)  
Jan Jacobson  
President

"Consultant"

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By:   
\_\_\_\_\_  
Todd James (Jul 13, 2020 07:55 PDT)  
Todd James  
Deputy County Counsel