

STAFF REPORT

SUBJECT: Augustine Land Use Planning Contract Extension

RECOMMENDED ACTION: Motion to 1) Authorize the Extension of Contract C-14-059 with Amy Augustine, Augustine Land Use Planning, for a Period of 36 Months with a Not to Exceed Amount of \$75,000 and 2) Allow two 36 Month Administrative Extensions Upon Expiration

DISCUSSION:

SUMMARY:

Over the last 20 years, staff has used Augustine Land Use Planning (ALUP) to provide assistance with a variety of habitat plan issues. Amy Augustine was originally retained in 1994 to assist in the development of the plan, working on it through its implementation in 2001. ALUP provides institutional knowledge of the historic background of the plan, expertise with jurisdictional planning systems, California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA).

The SJCOG, Inc. staff continues to need specialized technical assistance and planning expertise uniquely provided by Augustine Land Use Planning because of the firm's intimate knowledge and insight with the habitat plan. Those special needs, on occasion, will be tasked work for the habitat plan when SJCOG, Inc. staff is unable to fulfill the work or possess the required background (e.g., ministerial/discretionary issues; agricultural permit issues; SJMSCP amendment; CEQA fees issue). The task work will be similar to the prior needs including development project processing and workshop trainings for local jurisdiction staff, unmapped project review applications and improved streamlining of the SJMSCP for project processing.

RECOMMENDATION:

SJCOG, Inc. staff and the HTAC recommend to the SJCOG, Inc. Board approve 1) a 36 month extension of C-14-059 with Amy Augustine, Augustine Land Use Planning with a not to exceed amount of \$75,000 and 2) allow two 36 month administrative extensions upon expiration.

FISCAL IMPACT:

The overall work contract will not exceed \$75,000 overall. Resources are available in the Habitat Plan budget.

BACKGROUND:

In January 1994, the San Joaquin Council of Governments hired Amy Augustine to assist in the establishment of the Habitat Plan. In February 1997, the contract agreement was renewed to extend those services needed to complete the Plan. The end result was the completion of the Plan in November 2000 and the issuance of the “incidental take” permits from the U.S. Fish and Wildlife Service and California Department of the Fish and Wildlife. In 2008, SJCOG, Inc. hired Augustine Land Use Planning to assist in implementation of the county-wide habitat conservation plan with specialized tasks such as processing minor amendments, development project review guidelines and unmapped project review applications to better improve the streamlining of the plan because of her intimate knowledge and expertise of the SJMSCP.

The scopes of work associated with the previous contracts were completed with exceptional results, and the Plan has moved forward through several successful years of the implementation during some contentious efforts. Staff is recommending establishing a new contract with Amy Augustine at Augustine Land Use Planning to assist SJCOG, Inc. staff in the implementation and improvement of the habitat plan throughout the next few years of implementation of the Plan as the SJMSCP continues to administer the obligations of the federal and state ‘take permits’ with the local jurisdictions.

If approved, the Treasurer will negotiate and execute a contract with Amy Augustine. The proposed scope of work is attached as Attachment 1. The contract term will be for a period of thirty-six (36) months with the option of extending the contract administratively by the Treasurer for another 36 months at the same rate.

COMMITTEE ACTIONS:

- Habitat Technical Advisory Committee: Recommended Approval
- SJCOG, Inc. Board: Action Required

ATTACHMENTS:

1. Professional Services Agreement

Prepared by: Steven Mayo, Program Manager

Attachment 1

PROFESSIONAL SERVICE AGREEMENT FOR HABITAT PLAN

The SJCOG, Inc. ("SJCOG") and Amy L. Augustine, Augustine Land Use Planning ("Consultant") agrees as follows.

1. **Services.** Consultant will provide to SJCOG planning and implementation services to SJCOG that are reasonably required for implementation of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan ("Plan"). Specific tasks are listed in Exhibit A.
2. **Term.** The term of this contract is January 1, 2022 through December 31, 2025, unless SJCOG grants an extension of time in writing, which may be approved administratively by the SJCOG Executive Director and not to exceed \$75,000 over the term.
3. **Fees for Professional Services.** SJCOG will pay consultant a standard \$90 hourly fee, recorded in one-tenth (1/10) of an hour increments for professional services rendered, and time spent on SJCOG's behalf. Consultant will give SJCOG sixty (60) days notice before Consultant raises hourly rate, except the initial rate will be maintained for twelve (12) months at a minimum. Any future fee increased will be maintained for one (1) year.
4. **Minimum Callout.** Charges for professional services on SJCOG's behalf conducted from Tuolumne County shall be based upon the actual time engaged in providing those services. Charges for professional services conducted on SJCOG's behalf and held outside of Tuolumne County shall be for a minimum of four hours time at Consultant's regular hourly rate.
5. **Costs.** SJCOG will reimburse Consultant for actual and reasonable expenses for travel, communications, office supplies, postage, facsimiles, maps, publications, and photocopy services purchased on SJCOG's behalf that are not readily available from SJCOG. Reimbursement for Consultant's use of her own automobile shall be at a rate of the IRS approved mileage rate. Consultant shall not incur any single expense greater than \$100.00 without SJCOG's prior oral or written consent.
6. **Payment.** Consultant will send SJCOG monthly invoices that describe work performed and costs incurred. Each bill is payable in full on the 30th day after date of the bill. SJCOG shall pay interest at a rate of 1.5 percent per month on any balance remaining unpaid 30 days after the due date.
7. **Scheduling Work.** The parties shall confer at least monthly about scheduling pending and anticipated work. Specific Task work orders (AAWO) will be issued for all projects under this agreement detailing tasks, deadlines, and hours. SJCOG shall give Consultant reasonable advance notice of deadlines for completion of specific work and Consultant shall use her best good faith efforts, attempt to, subject to pre-existing commitments, to meet those deadlines. Consultant may decline assignments given without reasonable advance notice and subject to imminent deadlines. SJCOG shall give Consultant at least one week's notice of meetings and other events that SJCOG wants Consultant to attend, and whenever possible, SJCOG will schedule such meetings and events only after consultation with Consultant. Consultant shall not be obligated to

attend any meeting or event that conflicts with her pre-existing commitments or that unreasonably interferes with her work schedule. In the event of such conflicts, Consultant and SJCOG shall endeavor to schedule meetings via conference call.

8. **Termination.** Either party may terminate this agreement after 30 days written notice to the other.
9. **Supervision.** Consultant's contact person at SJCOG is Steve Mayo and his designees, who will be responsible for directing Consultant's work under this agreement.
10. **Insurance.** Consultant shall procure and maintain the following insurance:
 - A. Worker's Compensation in the amount required by law, if applicable.
 - B. Comprehensive or Commercial Public Liability insurance covering all of Consultant's operations hereunder, including, but not limited to, the operation of vehicles, and/or equipment and liability assumed under the indemnification and hold harmless provision stated above, with combined single limit in the minimum amount of One Million Dollars (\$1,000,000), which policy shall name the SJCOG, Inc. as an additional insured.
 - C. Automobile Liability is responsibility of CONSULTANT and shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance shall have a standard cross liability clause or endorsement. The limit amount for this insurance shall be no less than \$1,000,000 per occurrence combined single limit for bodily injury and \$500,000 for property damage.

Date: _____

AMY AUGUSTINE

Date: _____

SJCOG, Inc.

Exhibit A

Scope of Work

Provide assistance in the implementation of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP).

Tasks

1. Assist in the general implementation of the Plan including the following:
 - a. Provide background information regarding Plan content;
 - b. Assist in the any aspect needed in the following preserve selection, acquisition, enhancement, and monitoring;
 - c. Prepare implementing guidelines and/or review for the Plan;
 - d. Prepare reports or presentations for local jurisdictions, agencies or entities as needed; and
 - e. Provide technical assistance and expertise for processes under the Plan.
2. Participate in the Habitat Technical Advisory Committee meetings or others as assigned when needed. In the event of a conflict pursuant to paragraph 7 of the Professional Services Agreement, Consultant shall participate in meetings by phone or email.
3. Assist SJCOG in coordinating and solving technical issues with U.S. Fish and Wildlife Service, California Department of Fish and Game and other signatory entities including resolving issues relating to the Biological Opinion and Incidental Take Permits.
4. Other work as needed or assigned and subject to paragraph 7 of the Professional Service Agreement.