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SUPPLEMENTAL AGREEMENT
2004-0538-02

City-County Office of Metropolitan
Water Planning (8810)

Date: July 1, 2006

The City of Sacramento ("City") and Roderick Hall ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as City Manager Agreement Number 2004-0538, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:
Services shall be provided for the period of July 1, 2006 through June 30, 2007, as described in Attachment 1, attached hereto and incorporated herein by this reference.
2. In consideration of the additional services described in Section 1 above, the maximum payment amount that is specified in Exhibit B of the Agreement is increased by Fifty Five-Thousand Dollars (\$55,000) and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$ 40,000
Net change by previous supplemental agreements:	<u>40,000</u>
Not-to-exceed amount prior to this supplemental agreement:	80,000
Increase by this Supplemental Agreement amount:	<u>55,000</u>
Total: (New not-to-exceed amount including all supplemental agreements):	\$135,000

3. The hourly fee specified in Exhibit B of the Agreement shall be amended as follows:
Time shall be reimbursed at an hourly rate of \$110 for services provided during the period of July 1, 2006 through June 30, 2007.
4. Consultant agrees that the amount of increase or decrease in the not-to-exceed amount specified in Section 2, above, shall constitute full compensation for the additional services specified in Section 1, above, and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with such additional services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant
5. Section 11 (Insurance Requirements) of the Agreement is replaced in its entirety by the new Section 11 attached hereto as Attachment 2, and incorporated herein by this reference.
6. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.
7. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

CITY OF SACRAMENTO, A Municipal Corporation

By: Martín Hanseman

Print Name Martín Hanseman

Title: ACM

For: City Manager

ATTEST:

City Clerk

Consultant

By: Roderick Hall

Print Name: Roderick Hall

128270
City of Sacramento Business Operations
Tax Certificate Number

APPROVED AS TO FORM:

Joe Allen
Deputy City Attorney

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2004-0538-02**

ATTACHMENT 1

Roderick M. Hall

July 1, 2006 through June 30, 2007

Lower American River Temperature Reduction Modeling Project, and Other Projects

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SCOPE OF ADDITIONAL SERVICES

Purpose:

The Water Forum is a diverse group of business and agricultural leaders, citizens groups, environmentalists, water managers and local governments in Sacramento, El Dorado, and Placer counties. Initiated in 1994, the Water Forum has developed, and is implementing a comprehensive package of linked actions that will achieve the two coequal objectives of providing a reliable and safe water supply for the region's economic health and planned development to the year 2030; and preserving the fishery, wildlife, recreational, and aesthetic values of the lower American River (LAR). The Water Forum Agreement was completed in 2000.

The Lower American River Task Force is a collaborative forum created by the Sacramento Area Flood Control Agency (SAFCA) in 1994 to improve existing flood control facilities while protecting and enhancing the LAR's environmental and recreation resources.

In 2000, the LAR Task Force and the Water Forum combined their efforts to accomplish overlapping objectives and activities. In 2002, the LAR Task Force guided the development of the River Corridor Management Plan, which includes recommended actions in the areas of fisheries and in-stream habitat, vegetation and wildlife management, flood management, and recreation. The plan contains many of the components of the Water Forum Agreement, especially in the area of fisheries and in-stream habitat.

The Water Forum has received a three-year grant from United States Fish and Wildlife Services starting in the 2004 fiscal year. The United States Fish and Wildlife Services grant, which is a collaborative effort between the Water Forum, U.S. Bureau of Reclamation, and SAFCA to fund the development of a Lower American River Temperature Reduction Model. The goal of the LAR Temperature Reduction Modeling Project is to increase natural steelhead and fall-run Chinook salmon production and survival in the lower American River by reducing water temperatures.

The Water Forum, and SAFCA, will utilize the consulting services of Roderick M. Hall to advance the implementation of the River Corridor Management Plan (RCMP) and to administer the United States Fish and Wildlife Services grant. Duties include managing selected projects; administering contracts; coordinating with governmental agencies, stake holders, and consultants; preparing scopes of work, proposals, and reports; and attending Water Forum and LAR Task Force meetings.

During the 2006/07 fiscal year, Roderick M. Hall will work with the Water Forum and SAFCA, providing professional consulting assistance and performing the following tasks which will advance the implementation of the RCMP and assure a successful temperature reduction-modeling project:

Lower American River Temperature Reduction Modeling Project, and Other Projects	Hours
• Administer two AFRP Grants and other contracts	200
• Manage, and implement projects	160
• Coordinate with agencies, etc.	65
• Attend Water Forum and LAR Task Force Meetings	<u>70</u>
Total Estimated Hours:	495

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ATTACHMENT 2

Roderick Hall

July 1, 2006 through June 30, 2007

Lower American River Temperature Reduction Modeling Project, and Other Projects

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INSURANCE REQUIREMENTS

11. Insurance Requirements. During the entire term of this Agreement, CONSULTANT shall maintain the following insurance:
- A. Minimum Scope of Insurance: Coverage should be at least as broad as:
- (1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
 - (2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code "any auto"); provided, however, no automobile liability insurance shall be required if CONSULTANT completes the following certification: "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____
(CONSULTANT initials)
 - (3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance; provided, however, no Workers' Compensation shall be required if CONSULTANT completes the following certification: "I certify that my business has no employees, and that I do not employ anyone. I am exempt from requirements to provide Workers' Compensation insurance." RA (CONSULTANT initials)
 - (4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice if specifically required in the Scope of Services (Exhibit A).
- B. Minimum Limits of Insurance: CONSULTANT shall maintain limits no less than:
- (1) Commercial General Liability; \$1,000,000 per occurrence limit for bodily injury, personal injury and property damage as approved by the City's Loss Control Manager.
 - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

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- (4) Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per claim if specifically required in the Scope of Services (Exhibit A).

- C. Deductibles and Self-Insured Retention's: Any deductibles or self-insured retentions must be declared to and approved by the CITY.

- D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
 - (1) General Liability and Automobile Liability Coverages:
 - (a) CITY, its officials, employees and volunteers shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT. The coverage shall contain no special limitations on the scope of the protection afforded to CITY, its officials, employees or volunteers.
 - (b) CONSULTANT'S insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute with it.
 - (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
 - (d) Coverage shall state that CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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ATTACHMENT 2

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(2) All Coverages:

Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to CITY. In addition, CONSULTANT agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been give to CITY and CITY approves the reduction in coverage or limits. CONSULTANT further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to CITY and CITY approves such increase.

- E. Acceptability of Insurers: Insurance shall be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B:IX be acceptable.
- F. Verification of Coverage: CONSULTANT shall furnish CITY with certificates of insurance showing compliance with the above requirements and with original endorsements affecting all coverages required by this Agreement. The certificates and/or endorsements shall set forth a valid policy number for CITY, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A.
- G. Payment Withhold: CITY shall withhold payments to CONSULTANT if the certificates of insurance and endorsements required in subsection F, above, are canceled or CONSULTANT otherwise ceases to be insured as required herein.