

March 11, 2025

BY Julie Dachtler  
DEPUTY CLERK OF THE BOARDAGREEMENT NO. 24-12

THIS AGREEMENT is made this 16th day of December 2024, by and between the Yolo Habitat Conservancy (referred to hereinafter as the “Conservancy”), and Frame Surveying & Mapping (“Consultant”), who agree as follows:

**AGREEMENT**

1. Consultant shall provide the provide on-call surveying and mapping services. Specific services to be performed will be identified by written task orders provided to the Consultant by the Conservancy on an as-needed basis. Task orders may include any of the services described in Attachment A hereto.
2. Consultant shall perform said services between December 16, 2024 and June 30, 2027. Either party may terminate this Agreement for any reason by providing thirty (30) days advance written notice of termination to the other party. In addition, the Conservancy may suspend work under this Agreement at any time by providing written notice to Consultant, who shall cease all work immediately upon receipt thereof until otherwise directed by the Conservancy.
3. Total compensation to Consultant shall not exceed the hourly rates set forth in Attachment A, nor shall total compensation exceed \$50,000.00. Hourly rates shall not increase during the term of this Agreement.
4. During the term of this Agreement, Consultant shall maintain the insurance described in Attachment B hereto at its sole cost and expense.
5. Consultant shall be paid on an hourly or lump sum basis per assignment in accordance with the terms specified in the individual Task Order. Consultant may request a deposit upon acceptance of a task order of no more than 50% of the rate for the requested service(s). The remaining balance owed by the Conservancy shall be provided at the completion of services under a task order. All payments shall be handled in the manner and timeframe described below. To the extent the Conservancy determines that the deposit and final payment approach described in this paragraph conflicts with the requirements of a grant that is available to reimburse the services provided by Consultant, the requirements of the grant shall control if Consultant accepts a task order for such work.

For services provided on an hourly basis, Consultant shall submit an invoice detailing the services provided on a monthly basis, the amount of time spent providing the service, the rate per hour, and an itemization of the actual expenses for which reimbursement is requested.

If requested by the Conservancy, Consultant shall provide any further documentation to verify the compensation and reimbursement sought by Consultant. All services provided by Consultant which may be eligible for grant reimbursement shall be invoiced in a manner (generally, by grant and task) that meets applicable requirements for reimbursement from available grant funds. At the option of the Conservancy, this may include using a billing template for time entries. Within fifteen (15) calendar days of the receipt of Consultant’s detailed invoice, the Conservancy shall either authorize payment for the initial deposit or for services performed to its reasonable satisfaction, or advise Consultant in writing of any concerns that the Conservancy has with the invoice and any need for further documentation. The Conservancy shall use reasonable efforts to ensure that the County Auditor-Controller processes payment of each invoice with forty-five (45) calendar days after the Conservancy approves payment.

There shall be no penalty for late payments.

6. Consultant shall, to the fullest extent permitted by law, indemnify and hold harmless the Conservancy, its officers, agents, employees and volunteers (collectively for purposes of this section, the “Conservancy”) against all third-party tort liability for bodily injury and property damage, including reasonable attorneys' fees and litigation costs, to the extent caused by the Consultant's negligent performance of professional services, as determined by judicial or arbitration proceedings, excepting only those claims, damages, liabilities or costs caused by the negligent acts or

negligent failure to act by the Conservancy. Neither the Consultant nor the Conservancy shall be obligated to defend or indemnify the other party in any manner whatsoever for the other party's own concurrent or sole negligence or alleged concurrent or sole negligence. Nothing herein is intended to create a duty to immediately defend the other party until and unless negligence is established by judicial proceedings or arbitration on the part of the party charged with a defense tender hereunder.. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. In providing any defense under this section, Consultant shall use counsel reasonably acceptable to the County Counsel.

7. Consultant shall comply with all applicable laws and regulations, including but not limited to any that are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Consultant shall defend the Conservancy and reimburse it for any fines, damages or costs (including attorneys' fees) that might be incurred or assessed based upon a claim or determination that Consultant has violated any applicable law or regulation.

8. This Agreement is subject to the Conservancy, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the Conservancy's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the Conservancy may terminate this Agreement by giving ten (10) days advance written notice thereof to the Consultant, in which even the Conservancy shall have no obligation to pay the Consultant any further funds or provide other consideration and the Consultant shall have no obligation to provide any further services under this Agreement.

9. If Consultant fails to perform any part of this Agreement, the Conservancy may notify the Consultant of the default and Consultant shall remedy the default. If Consultant fails to do so, then, in addition to any other remedy that Conservancy may have, Conservancy may terminate this Agreement and withhold any or all payments otherwise owed to Consultant pursuant to this Agreement.

10. Consultant understands that he/she is not an employee of the Conservancy and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

11. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the Conservancy. Consultant shall deliver all of the foregoing to the Conservancy upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, Consultant shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to the Conservancy for audit and discovery purposes.

12. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act. In the event of any conflict between the provisions of this Agreement and either of the attachments hereto, the provision requiring the higher level of performance from Consultant shall govern.

13. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State Court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

**Consultant**



Consultant's Signature

Jim Frame

Printed Name

609 A Street

Street Address/PO Box

Davis, CA 95616

City/State/Zip

530.756.8584

Phone

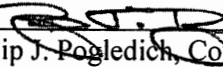
**Conservancy**



Christine Alford, Interim Executive Director

Approved as to Form:

By:



Philip J. Pogledich, County Counsel

Counsel to the Yolo Habitat Conservancy

## ATTACHMENT A

### **SCOPE OF SERVICES** **Surveying and Mapping Services**

#### **Contract Services**

Frame Surveying & Mapping (“Consultant”) shall provide surveying and mapping services to Yolo Habitat Conservancy (“Conservancy”) staff and representatives on an as-needed basis. Specific services to be performed will be identified by written task orders provided to the Consultant by the Conservancy. Task orders may include any of the following services:

1. Prepare legal descriptions for new easements
2. Conduct legal description review and analysis
3. Conduct title report review and analysis
4. Prepare construction and boundary staking
5. Prepare lot line adjustment documents
6. Conduct ALTA/ACSM Land Title Surveys
7. Prepare Record of Survey maps
8. Prepare topographic maps
9. Advise or assist the Conservancy on matters related to legal description and mapping issues

All tasks are to be completed under the direct supervision of a California Licensed Land Surveyor and all survey maps prepared shall be stamped by a California Licensed Land Surveyor and include the date of the survey. The accuracy of all surveys shall meet U.S. National Mapping Standard and be second order or better. Horizontal location of monuments shall be based on NAD 83 California grid coordinates, Zone II and corresponding NAD 83 California grid coordinates, Zone II shall be shown on the maps and tables for aerial mapping control points. Elevations shall be based on NAVD88 unless instructed otherwise. It is anticipated that maps, legal descriptions, and other deliverables will be submitted to the Conservancy electronically as pdf files although alternative deliverable criteria may be specified within the individual Task Orders.

#### **Task Orders and Rates**

The Consultant shall only invoice for specific tasks associated with this Agreement that are specified in an executed Task Order. When services are needed by the Conservancy, the Consultant will be asked to provide a cost and estimated timeframe for specific services at specific location(s). Each request for services sent to the Consultant by the Conservancy will specify the work to be done and any applicable standards and grant funding requirements when applicable. The Consultant shall provide a response to a request for services that includes:

- Detailed description of work to be performed and deliverables
- Not to exceed total cost to accomplish the specified work
- Timeframe for starting specified work and duration of work from start to completion

Under most circumstances the Consultant will be providing services for specific tasks on a flat-fee basis that is determined prior to the execution of a Task Order. In circumstances where the Task Order relates to providing evaluation or other intermittent advisory services, the Consultant will charge an hourly rate based on the rate sheet provided below. Each Task Order will specify if it is to be paid on a flat-fee or hourly rate basis.

## Hourly Rates for 2025\*

### Survey Field Work

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2-person field crew (with vehicle and equipment)	\$ 300.00
1-person field crew	\$ 240.00

Field work rates shown are portal-to-portal and pertain to normal business hours. Add \$50.00 per hour for work beyond 8 hours on a weekday and for all work on weekends and holidays.

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### Survey Office Work

Boundary research and analysis, data reduction and compilation:	\$ 220.00
Dispute resolution and litigation support (portal-to-portal):	\$ 440.00
Administrative:	\$ 140.00

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### Other Charges

Mileage:	Current IRS rate.
Materials:	Cost + 10%
Agency fees:	Cost + 10%
Subcontractors:	Cost + 15%

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*\*Rates to increase annually on January 1 by an amount equal to the Core Consumer Price Index published by the U.S. Bureau of Labor Statistics for the preceding calendar year.*

**Attachment B**  
**STANDARD INSURANCE REQUIREMENTS**

A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:
  - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate.
  - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).
  - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate.

The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Yolo Habitat Conservancy before the Yolo Habitat Conservancy's own insurance or self insurance shall be called upon to protect it as a named insured.

2. The Yolo Habitat Conservancy, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Further, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. The additional insured coverage under the Consultant's policy shall be primary and non-contributory, and will not seek contribution from the Yolo Habitat Conservancy's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the Yolo Habitat Conservancy Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Consultant changes insurance carriers Consultant shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Consultant changes to a new carrier prior to receipt of any payments due.

4. The Consultant shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the Yolo Habitat Conservancy's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the Yolo Habitat Conservancy Risk Manager, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the Yolo Habitat Conservancy.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the Yolo Habitat Conservancy Risk Manager.

8. The policies shall cover all activities of Consultant, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. The Consultant shall waive all rights of subrogation against the Yolo Habitat Conservancy, its officers, employees, agents and volunteers.

**B.** Prior to commencing services pursuant to this Agreement, Consultant shall furnish the Yolo Habitat Conservancy with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the Yolo Habitat Conservancy Risk Manager before work commences. Upon Yolo Habitat Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

**C.** During the term of this Agreement, Consultant shall furnish the Yolo Habitat Conservancy with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon Yolo Habitat Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.