



Public Works Agency  
Alameda County

*Daniel Woldesenbet, Ph.D., P.E., Director*

399 Elmhurst Street • Hayward, CA 94544-1307 • (510) 670-5480 • [www.acgov.org/pwa](http://www.acgov.org/pwa)

January 26, 2016

The Honorable Board of Supervisors  
Administration Building  
1221 Oak Street  
Oakland, CA 94612

Dear Board Members:

**SUBJECT: MODIFICATION NO. 2 TO THE SERVICES AGREEMENT BETWEEN THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND CONVEY, INC. TO PERFORM PROFESSIONAL AND SPECIALIZED COMMUNICATION SERVICES**

RECOMMENDATION:

Approve and execute Modification No. 2 to Procurement Contract No. C-7415 between the Alameda County Flood Control and Water Conservation District and Convey, Inc. (Principal: Sybil Hatch, P.E.; Location: Emeryville, CA) to provide professional and specialized communication services to modify the Definition of Services and increase the contract amount from \$888,000 to \$1,043,000, an increase of \$155,000, with no change in the contract period of March 27, 2012 through June 30, 2016.

DISCUSSION/SUMMARY:

On March 27, 2012, your Board approved the agreement between the Alameda County Flood Control and Water Conservation District (District) and Convey, Inc. to provide professional and specialized communication services. Convey, Inc. has performed a broad array of services for the District including: preparation of District annual reports; improvement of District operational processes enhancing efficiency; and facilitation of important District initiatives.

One of the tasks Convey, Inc. has been providing services for is the establishment of the San Francisco Bay Regional Coastal Hazards Adaptation Resiliency Group (working group). Since the initiation of the working group a year and a half ago, the District has underwritten the cost to have Convey, Inc., under Procurement No. C-7415, provide facilitation and organizational support for the startup and ongoing efforts of the working group. Convey has been an integral part of the process of formally establishing the working group, and as such, has strong and beneficial working relationships with all its members.

About a year ago, the Federal Emergency Management Agency (FEMA), a founding member of the working group, awarded the District a Cooperating Technical Partners grant to help offset the cost of having Convey, Inc. provide support services for the working group. At that time, Procurement No. C-7415 was modified to incorporate the additional funding and to make it compliant with requirements of the FEMA grant.

After the FEMA grant had been exhausted, the Santa Clara Valley Water District (SCVWD), another founding member, offered to contribute funds to help offset the cost for continuing the services of Convey, Inc. The mechanism for the transfer of these funds is through a cooperative funding agreement, which your Board authorized on June 30, 2015. These funds, in the not to exceed amount of \$155,000 are specific to contractor costs in support of the working group. Because Convey, Inc. has had significant involvement from the inception of the working group, it is the desire of both the District and SCVWD to continue with the same consultant as the most cost effective and efficient means for advancing the efforts of the working group. In accordance with the terms of the cooperative funding agreement, Convey will be compensated for work performed through June 30, 2016, for all of which the District shall be reimbursed by SCVWD.

SELECTION AND CRITERIA:


*Convey, Inc. is woman-owned and is a certified Small Local firm (certification no. 05-90690, expiration date 07/31/2016) and was ranked number one in the qualifications-based process for the current contract. The rankings from the qualifications-based selection process (conducted in November 2011) were as follows:*

<i>Vendor</i>	<i>Location</i>	<i>Local</i>	<i>SLEB</i>	<i>Total Score</i>
<i>Convey, Inc.</i>	<i>Emeryville</i>	<i>Yes</i>	<i>Yes</i>	<i>185</i>
<i>Circle Point</i>	<i>San Francisco</i>	<i>No</i>	<i>No</i>	<i>178</i>
<i>Davis &amp; Associates</i>	<i>San Francisco</i>	<i>No</i>	<i>Yes</i>	<i>169</i>
<i>Projecktlocal.com</i>	<i>Berkeley</i>	<i>Yes</i>	<i>Yes</i>	<i>147</i>
<i>Envirocom Communication Strategies</i>	<i>San Leandro</i>	<i>Yes</i>	<i>Yes</i>	<i>146</i>

FINANCING:

There is no impact on the County General Fund. Funding for Modification No. 2 in the amount of \$155,000 is available and budgeted in Fund 21801, Organization 270301, Account 610261, Program 50906. This Modification No. 2 for the continuation of services in support of the San Francisco Bay Coastal Hazards Adaptation Resiliency Group will be funded by the Santa Clara Valley Water District through the approved cooperative funding agreement in an amount not to exceed \$155,000.

Yours truly,

  
Daniel Woldesenbet, Ph.D., P.E.  
Director of Public Works

c: County Counsel  
Auditor-Controller

Attachment: Agreement

DW:RS

**MODIFICATION NO. 2 OF AGREEMENT C-2012-7415  
WITH CONVEY, INC.**

This Modification No. 2 (“Second Modification”) is made and entered into this 9<sup>th</sup> day of February, 2016 (“Effective Date”), by and between the Alameda County Flood Control and Water Conservation District (“District”), and Convey, Inc. (“Consultant”), with respect to that Professional Services Agreement dated March 27, 2012, as previously modified by Modification No. 1 (collectively referred to herein as “the Agreement”), pursuant to which Consultant provides communication and outreach services.

**RECITALS**

Whereas the Agreement provides for communication and outreach services that include support of the Coastal Hazards Adaptation Resiliency Group.

Whereas, District entered into a cooperative funding agreement with the Santa Clara Valley Water District, titled, “Agreement By and Between the Santa Clara Valley Water District and the Alameda County Flood Control and Water Conservation District for Cooperative Funding for Facilitation and Administration of the San Francisco Bay Regional Coastal Hazards Adaptation Resiliency Group,” dated June 30, 2015 (“Funding Agreement”).

Whereas, District and Consultant desire to modify the Agreement to provide additional funds in the amount of one-hundred fifty-five-thousand dollars (\$155,000.00) and refine the scope of work to conform to the cooperative funding agreement, with no change in the contract period of March 27, 2012 through June 30, 2016.

Whereas, the Consultant has certified its compliance with the Iran Contracting Act of 2010, which applies to contracts exceeding \$1,000,000.

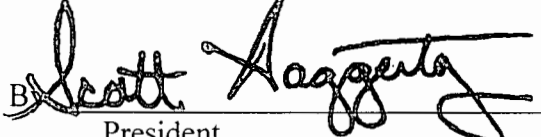
Therefore, District and Consultant agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Consultant agree to modify the Agreement in the following respects:
2. In consideration for Consultant’s additional services, District shall pay Consultant in an additional amount not to exceed one hundred fifty-five thousand dollars (\$155,000.00). As a result of these additional services the not to exceed (NTE) amount for all services under this Agreement has increased from eight hundred eighty-eight thousand dollars (\$888,000) to one million forty-three thousand dollars (\$1,043,000) over the term of the Agreement as modified.
3. Consultant shall perform the additional services as described in the attached Exhibit A-2, Definition of Services, which is incorporated into the Agreement by reference.

4. The increase of \$155,000 in the contract NTE amount shall be applied only toward services (inclusive of reimbursable) provided by Consultant as specified under Exhibit A-2, Definition of Services.
5. Consultant shall carry out its services in conformity with the Funding Agreement. In addition to maintaining insurance as required in Exhibit C to the Agreement, Consultant shall furnish evidence of insurance as specified by the Funding Agreement.
6. Except as expressly modified by this Second Modification, all of the terms and conditions of the Agreement are and remain in full force and effect


EXECUTION

**Alameda County Flood Control and  
Water Conservation District**

By:   
\_\_\_\_\_  
President  
Board of Supervisors

Date:     FEB 17 2016    

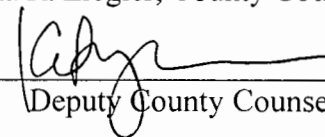
**Convey, Inc.**

By:   
\_\_\_\_\_  
Sybil E. Hatch, P.E.  
President

Date:     1-26-16    

Tax Payer I.D. No. 26-3978390

Approved as to form:  
Donna R. Ziegler, County Counsel

By:   
\_\_\_\_\_  
Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Modification in his/her authorized capacity and that by his/her signature on this Modification, he/she or the entity upon behalf of which he/she acted, executed this Modification.

## EXHIBIT A-2

### DEFINITION OF SERVICES

#### Services in Support of Facilitation and Administration of the San Francisco Bay Regional Coastal Hazards Adaptation Resiliency Group (CHARG)

- A. Steering Committee Meetings
  - 1. Facilitate and administer all steering committee meetings.
    - a) Coordinate schedules, distribute invitations.
    - b) Arrange for meeting locations.
    - c) Develop and distribute agendas.
    - d) Prepare and distribute handouts.
    - e) Field inquiries and disseminate information.
    - f) Attend and facilitate meetings.
    - g) Prepare and distribute meeting summaries.
  
- B. Working Group Meetings
  - 1. Facilitate and administer all working group meetings.
    - a) Coordinate schedules, distribute invitations.
    - b) Arrange for meeting locations.
    - c) Develop and distribute agendas.
    - d) Prepare and distribute handouts.
    - e) Field inquiries and disseminate information.
    - f) Attend and facilitate meetings.
    - g) Prepare and distribute meeting summaries.
  
- C. Stakeholder Meetings
  - 1. Facilitate and administer two stakeholder committee meetings.
    - a) Coordinate schedules, distribute invitations.
    - b) Arrange for meeting locations.
    - c) Develop and distribute agenda.
    - d) Prepare and distribute handouts.
    - e) Coordinate presenters and presentations.
    - f) Field inquiries and disseminate information.
    - g) Attend and facilitate meetings.
    - h) Prepare and distribute meeting summaries.
  
- D. Other Coordination and Administrative Tasks
  - 1. Prepare for and attend bi-monthly CHARG coordination/strategy meetings.
  - 2. Update CHARG website quarterly.
  - 3. Prepare supporting graphics materials, as needed.

The costs for services provided under the above defined task will be reimbursed by the Santa Clara Valley Water District under the terms of the cooperative funding agreement titled, "Agreement By And Between The Santa Clara Valley Water District And The Alameda County Flood Control And Water Conservation District For Cooperative Funding For Facilitation And Administration Of The San Francisco Bay Regional Coastal Hazards Adaptation Resiliency Group," dated June 30, 2015.

The Consultant shall provide the District with monthly progress reports accompanying invoices and an annual progress report that will be due on a mutually agreed upon schedule. Consultant will submit reports in a manner that conforms with the reporting responsibilities described in the cooperative funding agreement.

Tasks may only be initiated and conducted after an Action Plan for any determined services has been approved in writing by both District and Consultant and District has provided Consultant a written notice to proceed.



POLICY NUMBER: 65 SBA KH6508



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**BUSINESS LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

ALAMADA COUNTY PUBLIC WORKS AGENCY

**Location(s) Of Covered Operations:**

399 ELMHURST ST HAYWARD, CA 94544

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section C. – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

# COUNTY OF ALAMEDA

## THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

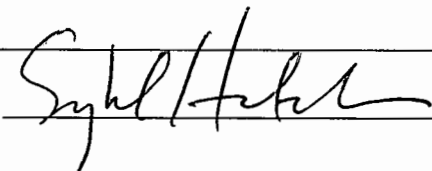
By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME: Sybil Hatch, P.E., President

PRINCIPAL: \_\_\_\_\_ TITLE: President

SIGNATURE:  DATE: 01/21/2016