

AGREEMENT NO.
(Short-Form Agreement)

THIS AGREEMENT is made this 20th day of May 2024, by and between the Yolo Habitat Conservancy (referred to hereinafter as the “Conservancy”), and Yolo County Resources Conservation District (“Consultant”), who agree as follows:

AGREEMENT

1. Consultant shall perform the services described in **Attachment A** hereto.
2. Consultant shall perform said services between July 1, 2024 and June 30, 2025. 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 rates set forth in **Attachment A**, nor shall total compensation exceed \$150,000. 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. On a monthly basis, Consultant shall submit an invoice detailing the services provided, 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 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. To the greatest extent permitted under California law, Consultant shall defend, indemnify, and hold harmless the Conservancy, including all officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorneys’ fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the Consultant, its officers, agents, or employees.
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

Conservancy

Consultant's Signature

Verna Sulpizio Hull, Chair
Yolo Habitat Conservancy Board of Directors

Printed Name

Street Address/PO Box

City/State/Zip

Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy

Phone

SCOPE OF SERVICES

Yolo County Resource Conservation District FY 2024/2025

Contract Services – The Yolo County Resource Conservation District (Yolo RCD) will perform the services as outlined in this Scope of Work for the Yolo Habitat Conservancy (Conservancy) under the direction of the Executive Director; and provide other assistance/tasks related to the implementation of the Yolo HCP/NCCP as identified by the Executive Director and mutually agreed upon in writing.

Services

Task 1: General Administration

Project management by the Yolo County Resource Conservation District (Yolo RCD) will include administration and oversight of contract requirements and deliverables, budget management, development of project monitoring and implementation schedules as part of the development of an overall work plan for Yolo HCP/NCCP related efforts conducted by the Yolo RCD, reporting on contract status and progress, and communication with the Conservancy, landowners, other partners, and subcontractors throughout the contract period. Upon request, Yolo RCD staff will provide detailed cost estimates and schedules for specific activities such as restoration projects, invasive species management efforts, and other discrete tasks. The Yolo RCD will provide quarterly written reports to the Executive Director and prepare an annual report summary, which may be included as part of the fourth quarter report, that summarizes of all activities conducted throughout FY24/25 and provides recommendations for the upcoming year. As part of general administration, Yolo RCD staff will participate in monthly coordination meetings with Conservancy representatives. Yolo RCD staff may also participate in other meetings and planning efforts at the request of the Conservancy as needed to develop partnerships, coordinate regional efforts, and ensure consistent and effective management of the reserve system and implementation of the Yolo HCP/NCCP at-large.

Deliverables:

- Annual work plan that includes the anticipated reserve system monitoring and management schedule for the upcoming year
- Quarterly reports
- Annual report (may be combined with 4th quarter report)
- Meeting notes

Task 2: Monitoring

2.1 Easement Compliance Monitoring

Yolo RCD staff will annually monitor easement sites held by the Conservancy to ensure that reserve system sites are meeting easement and site-specific management plan conditions, consistent with Section 6.5.3.1 of the Yolo HCP/NCCP. Yolo RCD staff will coordinate with the Conservancy on communications with landowners and other reserve system site representatives.

2.2 General Reserve System Monitoring

Yolo RCD staff will monitor a variety of items related to the reserve system including invasive species, success of restoration and enhancement efforts, incidental covered species observations while conducting management and other monitoring activities, and assisting with palmate-bracted bird's beak population monitoring. Spatial data that is collected as part of general monitoring efforts will be in a format that is compatible with ArcGIS and include metadata

that meets CDFW's minimum data standards. Specific efforts include, but are not limited to, the following:

- Yolo RCD staff will monitor invasive species in the reserve system, identify problems with invasive species in the reserve system, and advise the Conservancy on management needs related to the treatment of invasive species that pose a significant threat to covered species or their habitat within the Plan Area consistent with Section 6.5.6.1.4 of the Yolo HCP/NCCP. Yolo RCD staff will provide input on weed management actions to be included in site-specific management plans and included in the RCD's work plan as necessary for individual properties within the reserve system.
- Yolo RCD staff will monitor restoration and enhancement areas within the reserve system to track progress towards meeting restoration and enhancement goals and objectives identified in individual restoration plans and site-specific management plans. Provide updated land cover maps and species occurrence data in a GIS database when applicable.
- RCD staff that are certified as a qualified biologist for Swainson's hawk and white-tailed kite will monitor nesting raptors present on or within the vicinity of reserve system sites during nesting season while Yolo RCD site management, enhancement, and restoration activities are underway or as requested by Conservancy staff for other activities occurring on reserve system sites.
- Yolo RCD staff will assist with the monitoring of palmate-bracted bird's beak populations and the effectiveness of actions conducted to enhance palmate-bracted bird's beak populations consistent with Section 6.5.6.3.1 of the Yolo HCP/NCCP.
- Document active nesting sites and other covered species use of reserve system sites and adjacent areas in the annual report and maintain a GIS database of species occurrence observations.

2.3. Landscape-Level Monitoring

Coordinate monitoring and treatment protocols for invasive species with those of other local entities to ensure consistency across regional monitoring and treatment efforts. Provide support with other landscape-level monitoring efforts at the request of the Executive Director.

Deliverables:

- Easement compliance monitoring reports and copies of correspondence with landowners
- Invasive species and covered species monitoring reports and mapped occurrence data
- Restoration site monitoring reports
- Updated land cover GIS layers for restoration sites as-needed

Task 3: Management, Enhancement, and Restoration

The Yolo RCD will manage reserve system lands consistent with site-specific management plans, as well as manage projects to enhance properties or restore properties consistent with the Yolo HCP/NCCP. Yolo RCD staff will provide input on the management and enhancement plan for each property as it comes into the reserve system. On an as-needed basis, the Yolo RCD will develop and implement restoration and/or VELB mitigation plans and undertake invasive species control efforts for reserve system sites.

Deliverables:

- Management and enhancement recommendations for sites enrolled in the reserve system
- Restoration plan for VELB mitigation and riparian restoration areas within the Rodgers Site and potentially in other sites upon request
- GPS locations and species information for all plantings, collected in a format that is compatible with ArcGIS

- Summary report of species management efforts at Woodland Regional Park Preserve including control efforts for stinkwort, Russian knapweed, perennial pepperweed, and whitetop and efforts to enhance habitat for palmate-bracted bird's beak.

Task 4: Special Projects

Upon request, RCD will assist with other work to ensure compliance with HCP/NCCP requirements. This may include work to assist the Conservancy in connecting with new landowners, specifically with lands greater than 160-acres, that may be good candidates for conservation easements or other efforts to implement the Yolo HCP/NCCP.

Hours and Rates:

Services provided will be reimbursed based on the hourly rates provided in the table below. Other expenses incurred by the Yolo RCD while performing the services described above shall be reimbursed based on actual expenses incurred. Mileage for travel shall be reimbursed at the current U.S. Federal rate.

Position	2024-25 DRAFT Billable Rate
Executive Director	\$140.00
Program Manager	\$110.00
Project Manager	\$100.00
Field Manager	\$100.00
Restoration Field Lead	\$92.00
Field Tech	\$85.00
Project Assistant	\$85.00

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.
 - d. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease.

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.