

AGREEMENT NO. 24-14

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

**AGREEMENT**

1. Consultant shall provide the provide on-call appraisal 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 \$75,000.00. 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. With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, Consultant shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the Consultant or anyone

directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. 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  
David B. Wraa

\_\_\_\_\_  
Printed Name  
2825 Watt Avenue, Suite 200

\_\_\_\_\_  
Street Address/PO Box  
Sacramento, CA 95821

\_\_\_\_\_  
City/State/Zip  
(916) 978-4900

\_\_\_\_\_  
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** **Appraisal Assistance Scope of Services**

#### **Contract Services**

Bender Rosenthal, Inc. (“Consultant”) shall provide appraisal 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 the following services:

1. **Appraisals:** Conduct appraisals to identify the fair market value associated with potential conservation easements and/or fee title acquisitions. The types of properties requiring appraisal services will consist of a variety of land types including row crops, cultivated rice lands, rangeland, riparian corridors, wetlands, and other natural land cover types.
2. **Analysis:** Research and analysis of existing easements, entitlements, rights (e.g. water rights) and other agreements (recorded on title or not) on properties (i.e. access, power lines, roads, agricultural, conservation, scenic, severed mineral rights), title reports, survey documents, environmental reports, structural analysis, regulatory reports, lease exhibits and construction plans and drawings that may affect the value of properties being considered for purchase.
3. **Review:** Review appraisals conducted by others for completeness and to ensure that they will meet the required appraisal standards of the Yolo HCP/NCCP and funding agencies.
4. **Professional Assistance:** Advise the Conservancy on matters related to land valuation issues.

All appraisals must be completed by an individual that is licensed pursuant to the Real Estate Appraisers’ Licensing Certification Law and comply with the Uniform Standards of Professional Appraisal Practice (USPAP). Depending on the funding source of the intended acquisition, appraisals may be subject to review and approval by the California Department of General Services and/or be required to comply with the Uniform Appraisal Standards for Federal Land Acquisitions (i.e., Yellow Book) and be subject to review and approval by Department of Interior staff.

#### **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 appraisal 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 appraisal standards or grant funding requirements. 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

The Conservancy will send the Consultant requests for services on an as-needed basis. The Conservancy reserves the right to select an appraiser from the qualified list of appraisers that is responsive to the request based on a variety of factors such as expertise in a specific type of property, expertise in a specific type of appraisal or appraisal standard, and ability to provide requested deliverables within a needed timeframe. If the Consultant is selected for a specific project, the Conservancy will issue a Task Order that provides a description of the project, the cost for the specified work, and timeframe for the project.

Under most circumstances the Consultant will be providing appraisal services for a specific site 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

advisory 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:**

**2025 HOURLY BILLING RATES**

Principal Project Manager	\$258/hr.
Senior Project Manager	\$232/hr.
Project Manager	\$196/hr.
Assistant Project Manager	\$155/hr.
Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	\$227/hr.*
Designated Member (MAI/SRA/AI-GRS/ARA)	\$201/hr.*
Senior Appraiser	\$181/hr.
Appraiser	\$155/hr.
Senior Right of Way Specialist	\$181/hr.
Senior Acquisition Agent	\$155/hr.
Acquisition Agent	\$124/hr.
Senior Project Coordinator	\$140/hr.
Project Coordinator	\$103/hr.
Senior Land Agent	\$129/hr.
Land Agent	\$103/hr.
Researcher	\$ 93/hr.
Administrative Support III	\$ 88/hr.
Administrative Support II	\$ 73/hr.
Administrative Support I	\$ 52/hr.

\*NOTE: For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is \$450.

Rates are valid January 1, 2025 through December 31, 2025.

Valuation Services, including appraisals, appraisal reviews, and waiver valuations will be billed as lump sum services with the fee determined upon receipt of the scope of work.

Subconsultant Invoices will be marked up by 5% for processing services.

Mileage/Postage at cost.

## 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** – \$500,000/occurrence (general) and \$100,000 /occurrence (property) (include coverage for Hired and Non-owned vehicles).

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.