


April 4, 2025

BY 
DEPUTY CLERK OF THE BOARD

AGREEMENT NO. 25-06
(Short-Form Agreement)

THIS AGREEMENT is made this 17th day of March, 2025, by and between the Yolo Habitat Conservancy (referred to hereinafter as the “Conservancy”), and Urban Economics (“Consultant”), who agree as follows:

AGREEMENT

1. Consultant shall perform the services described in Attachment A hereto.
2. Consultant shall perform said services between March 17, 2025 and December 31, 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 \$50,000. 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. 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
_____ Robert D. Spencer _____

Printed Name

_1135 Clarendon Crescent _____

Street Address/PO Box

_Oakland, CA 94610 _____

City/State/Zip

_(510) 816-9458 _____

Phone

Conservancy



Christine Alford, Interim Executive Director
Yolo Habitat Conservancy



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

ATTACHMENT A

YOLO HCP/NCCP FIVE-YEAR PERIODIC ASSESSMENT AND ADJUSTMENT OF FEES

SCOPE OF WORK & BUDGET

The objective of this project is to conduct the “five-year periodic assessment and adjustment of fees” required by Chapter 8 of the Yolo HCP/NCCP (Section 8.4.1.6.2). The intent of this effort is to provide assurance that Plan revenue over the term of the HCP/NCCP permit will be adequate to fully fund Plan implementation.

The analytical focus of this work will be updating the cost and funding models included in Appendix H and Appendix I of the HCP/NCCP based on experience to date. The primary deliverable of this project will be a report that provides an updated funding plan and schedule of development fees. The report will also incorporate a nexus study that satisfies the requirements of the Mitigation Fee Act (Government Code Sec. 66000 through 66025) for adoption of fees on development projects.

The basis for this periodic assessment and adjustment of fees will be the first five full fiscal years of Plan implementation, including the partial 2018-19 fiscal year and the following five years, FY 2019-20 through FY 2023-24. All costs and revenues will be expressed in 2024 dollars and the updated development fee schedule will reflect any additional annual inflation adjustment for 2025 as appropriate.

Task 1: Administer Project

Kickoff project through meeting between prime consultant (Urban Economics), subconsultant (Insight Data & Economic Analysis) and key Yolo Habitat Conservancy staff who will assist in completing this project. Provide project management and administration through communications with staff and subconsultant. Administer budget and invoicing.

Task 2: Gather Data Inputs for Model Updates

Review documents related to HCP/NCCP costs and revenues including annual reports and budgets for the first five years. Provide detailed data request to staff. Follow up as needed to clarify data needs.

Task 3: Cost Model Update

Objective of this task is to update the cost model developed for Plan adoption and documented in Appendix H of the HCP/NCCP. Maintain same model structure that summarizes costs in five-year periods through the permit term

across seven major cost categories (including “Contingency”). Present all costs in 2024 dollars.

Relying on detailed financial reports provided by the Yolo Habitat Conservancy (Conservancy), summarize actual costs in each of the seven major cost categories, adjust to 2024 dollars, and insert total costs into the cost model for the first five-year period by major cost category.

For remaining nine five-year periods of the permit term, update plan cost factors based on actual experience through FY 2023-24 for acquisition, restoration, management, enhancement, monitoring, local partner activities, and plan administration using, as appropriate, based on:

- ◆ Actual costs from the first five years of implementation
- ◆ Conservancy annual budget cost factors
- ◆ Local trends in agricultural land values
- ◆ Recent appraisals or available evidence of land sales transactions comparable to potential Yolo habitat reserve lands
- ◆ Appropriate cost adjustment factors to estimate the change in costs from 2017 to 2024.

Rely on information from Conservancy annual reports to incorporate into the cost model progress through FY 2023-24 in reserve land protection and restoration by natural community type and species, enrollment of pre-permit reserve lands, and implementation of local partner activities. Distribute remaining acres in each category evenly across the remaining nine periods of the permit term.

Confer with Conservancy staff to determine if actual experience over the past five years indicates the need for new approaches to plan cost estimates and incorporate appropriate adjustments into the cost model.

Provide staff with updated funding model tables and memorandum documenting sources and methods, meet to review and discuss, and incorporate revisions as appropriate.

Task 4: Funding Model Update

Objective of this task is to update the funding model developed for Plan adoption and documented in Appendix I of the HCP/NCCP. Maintain same model structure that uses the updated cost model for input and provides updated development fee schedules and funding plan. Present all revenues in 2024 dollars.

Relying on detailed financial reports provided by the Yolo Habitat Conservancy (Conservancy), summarize actual revenues for each source tracked by the funding model (see Appendix I, Table 13). adjust to 2024 dollars and insert into the funding model for the first five-year period.

For remaining 45 years of permit term, update the funding model based on:

- ◆ Remaining development impacts by community type based on covered activities documented in annual reports
- ◆ Endowment fund requirements
- ◆ Remaining reimbursements for plan preparation costs
- ◆ Mitigation cost share for newly protected lands and consequent land cover fee per acre
- ◆ Restoration funding based on updated restoration costs, remaining restoration to be completed through the permit term, and consequent wetland fee per acre
- ◆ Local funding based on total funding anticipated in Appendix I adjusted for funding through FY 2023-24
- ◆ State and federal funding based on total funding anticipated in Appendix I adjusted for funding through FY 2023-24

Confer with Conservancy staff to determine if actual experience over the past five years indicates the need for new approaches to plan revenue estimates and incorporate appropriate adjustments into the funding model.

Provide staff with updated funding model tables, meet to review and discuss; and incorporate revisions as appropriate.

Task 5: Periodic Assessment Report

Document prior tasks in a final report that also meets the requirements of the Mitigation Fee Act and includes updated development fee schedules. Provide administrative draft report to staff and meet to discuss. Incorporate revisions as appropriate and provide final report.

Budget and Staffing

Based on our experience with other HCP/NCCPs, developing a budget for this effort is challenging because it is the first five-year assessment. The amount of time required to gather the necessary data and adjust the cost and funding models for experience to date is highly uncertain. The budget estimate provided here reflects the fact that the Yolo HCP/NCCP models are less complex than other habitat plans we have experience with.

For this scope of work, we estimate **a total budget of up to \$50,000**, split roughly evenly between Urban Economics (prime consultant) and Insight Data & Economic Analysis (subconsultant). This estimated budget is based on hourly billing rates of \$250 for Robert Spencer (Urban Economics) and \$225 for Sally Nielsen (Insight Data & Economics Analysis). We do not anticipate invoicing for any expenses for this project other than our labor costs.

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.