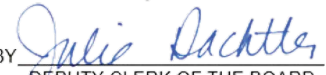


February 13, 2026

BY   
DEPUTY CLERK OF THE BOARDAGREEMENT NO. 26-02  
(Short-Form Agreement)

THIS AGREEMENT is made this 26th day of January 2026, by and between the Yolo Habitat Conservancy (referred to hereinafter as the “Conservancy”), and Santa Clara Valley Habitat Agency (“Agency”), who agree as follows:

**AGREEMENT**

1. Agency shall use the funds to pay for the Yolo Habitat Conservancy’s share of an advocacy services contract in coordination with the California Habitat Conservation Planning Coalition. Other conservancies around the state are contributing the remainder of the contract. State advocacy includes work related to increasing funding for Habitat Conservation Plans and Natural Community Conservation Plans and other issues that affect development and implementation of these plans.
2. Agency shall perform said services between January 1, 2026 and June 30, 2026, with the option at the discretion of the Executive Director to extend the agreement for two (2) additional one (1) year terms up through June 30, 2028. 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 Agency, who shall cease all work immediately upon receipt thereof until otherwise directed by the Conservancy.
3. Total compensation to Agency shall not exceed \$5,000 per fiscal year nor shall total compensation exceed \$15,000. Rates shall not increase during the term of this Agreement.
4. During the term of this Agreement, Agency shall maintain the insurance described in Attachment A hereto at its sole cost and expense.
5. The Agency shall submit one invoice for \$5,000, the full amount of the Yolo Habitat Conservancy’s share of the advocacy services contract. Within fifteen (15) calendar days of the receipt of the Agency’s detailed invoice, the Conservancy shall either authorize payment for services performed to its reasonable satisfaction or advise Agency 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 Yolo County Department of Financial Services processes of each invoice within 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, Agency 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 Agency, its officers, agents, or employees.
7. Agency 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. Agency 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 Agency 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 Agency, in which even the Conservancy shall have no obligation to pay the Agency any further funds or provide other consideration and the Agency shall have no obligation to provide any further services under this Agreement.

9. If Agency fails to perform any part of this Agreement, the Conservancy may notify the Agency of the default and Agency shall remedy the default. If Agency 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 Agency pursuant to this Agreement.

10. Agency 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. Agency shall deliver all of the foregoing to the Conservancy upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, Agency 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 Agency 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.

**Agency**




\_\_\_\_\_  
Edmund Sullivan, Executive Officer  
Santa Clara Valley Habitat Agency

Santa Clara Valley Habitat Agency  
535 Alkire Avenue, Suite 100  
Morgan Hill, CA 95037  
(408) 779-7261

**Conservancy**



\_\_\_\_\_  
Christine Alford, Interim Executive Director  
Yolo Habitat Conservancy

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

## ATTACHMENT A

### STANDARD INSURANCE REQUIREMENTS

A. During the term of this Agreement, Agency 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 Agency'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 Agency changes insurance carriers Agency 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 Agency changes to a new carrier prior to receipt of any payments due.
4. The Agency 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 Agency, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
  9. The Agency 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, Agency 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, Agency 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, Agency 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, Agency shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.