



Yolo Habitat Conservancy

Request for Proposals (RFP)

Management Services

Issued - February 4, 2019

Proposals Due – March 25, 2019

Yolo Habitat Conservancy
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TABLE OF CONTENTS

	<u>Page</u>
1.0 Yolo Habitat Conservancy, Purpose of Request for Proposals and Project Description.....	1
1.1 Yolo Habitat Conservancy.....	1
1.2 Purpose of Request for Proposals and Project Description	1
2.0 Proposal Instructions	5
2.1 Copies and Deadline.....	5
2.2 Delivery Location.....	5
2.3 Length of Proposal.....	5
2.4 Questions Regarding the RFP	6
2.5 Addenda.....	6
2.6 Standard Conservancy Agreement and Insurance Requirements	6
3.0 Required Components of Proposal.....	6
3.1 Introduction	6
3.2 Proposer Team Description	6
3.3 Proposer Experience.....	7
3.4 Proposed Approach to Implementation of the Yolo HCP/NCCP	7
3.5 Cost of Services	8
3.6 Acknowledgement of Standard Conservancy Agreement Terms and Insurance Requirements	8
3.7 References.....	8
4.0 Evaluation of Manager Proposals.....	9
5.0 Proposal Evaluation Schedule/Commencement of Management Services.....	9
6.0 Proposer Understanding/Limitations of RFP.....	10
7.0 Attachments.....	10
A Yolo Habitat Conservancy FY 2018-19 Organizational and Budget Goals	
B Yolo Habitat Conservancy Activities for 2019-20 Fiscal Year	
C Yolo Habitat Conservancy FY 2018-19 Adopted Budget (Administration Fund)	
D Preliminary Yolo Habitat Conservancy FY 2019-20 Revenue Estimate for Administration	
E Sample of Standard Conservancy Agreement	

1.0 Yolo Habitat Conservancy, Purpose of Request for Proposals and Project Description

1.1 Yolo Habitat Conservancy

The Yolo Habitat Conservancy (Conservancy) is responsible for implementation of the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (Yolo HCP/NCCP). Completed in 2018, the Yolo HCP/NCCP is a model conservation plan to provide Endangered Species Act permits and associated mitigation for infrastructure (e.g. roads, bridges, and levees) and development activities (e.g. agricultural facilities, housing, and commercial buildings), identified for construction over the next 50 years in Yolo County. The Yolo HCP/NCCP coordinates mitigation to maximize benefits to species, as well as conserves habitat above and beyond required mitigation. The Conservancy is a joint powers agency comprised of the County of Yolo and the cities of Davis, West Sacramento, Winters, and Woodland. The Board of Directors (Conservancy Board) meets approximately six times per year and consists of elected officials from each of these agencies, as well as an ex-officio member from the University of California, Davis.

Each of the five-member agencies, as well as the Conservancy, are “permittees” and are responsible for permit compliance, including implementation of the 50-year conservation strategy. The Conservancy is also developing a voluntary, non-regulatory, Yolo Regional Conservation Investment Strategy/Local Conservation Plan (RCIS/LCP) that will provide a framework for the conservation of natural communities and certain sensitive species not covered by the Yolo HCP/NCCP. Detailed information about the organization’s formation, financial condition (budget and audits), the Conservancy Board meeting history, permitting process and the Yolo HCP/NCCP is available on the [Conservancy website](#).

1.2 Purpose of Request for Proposals and Project Description

The purpose of this Request for Proposals (RFP) is to solicit Proposals from entities (for-profit, non-profit or government agencies) capable of effectively managing the implementation of the Yolo HCP/NCCP and accomplishing the Conservancy’s mission. If a Manager is identified through this process and approved by the Conservancy Board, it is anticipated that the Conservancy Board would direct the current Executive Director to negotiate a Manager Agreement with the preferred Manager to retain its services. The Manager Agreement would be returned to the Conservancy Board for consideration and approval.

The implementation responsibilities require a broad range of skills. The successful Manager will understand HCP/NCCPs, have experience serving a board of directors, possess excellent communication skills when interacting with landowners, regulatory agencies and other stakeholders, and have excellent financial administration, project management, staffing and administrative skills. Section 4 of this RFP outlines specific criteria by which the Conservancy will evaluate Proposals.

1.2.1 Manager Responsibilities. Chapter 7 (Plan Implementation) of the Yolo HCP/NCCP provides important information regarding the numerous actions that will ensure successful implementation of the Yolo HCP/NCCP. As described in Section 7.1, the Manager will be responsible to implement a broad range of actions, including:

- Oversee and coordinate the administration of program funding and resources;
- Prepare annual organizational goals and a five-year strategic plan;
- Prepare annual budgets and multi-year budget forecasts;
- Establish procedures to implement plan actions;
- Oversee and engage in the implementation of conservation measures;
- Manage monitoring and research and adaptive management programs;
- Monitor and ensure enforcement of Yolo HCP/NCCP conservation easements;
- Implement a public outreach program; and
- Comply with monitoring and reporting requirements.

At its meeting on January 28, 2019, the Conservancy Board approved the Draft FY 2019-20 (year beginning July 1, 2019) Conservancy organizational goals (**Attachment A** includes the FY 2018-19 and the Draft FY 2019-20 Organizational and Budget Goals) in part to inform RFP respondents of key priorities in the coming year. In addition, a list of FY 2019-20 Conservancy activities and the current FY 2018-19 budget are attached (**Attachments B and C**). It is expected that the Conservancy Board will approve the final FY 2019-20 organizational goals, FY 2019-20 annual activities and the FY 2019-20 annual budget in June 2019, and these documents will form the basis of the Manager Agreement. The Conservancy Board will expect the Manager to size future organizational goals and annual activities to the annual budget each year, and the Manager's performance will be measured based on achieving the organizational goals.

1.2.2 Budget for Management Services. The anticipated funding for plan implementation is described in Chapter 8 of the Yolo HCP/NCCP. The plan estimates that over the 50-year life of the permits, the Conservancy will secure more than \$400 million to implement the Yolo HCP/NCCP, including approximately \$133 million from federal, State, local and charitable foundation sources.

During FY 2018-19, the funding of the Conservancy is comprised of grants, loans, pre-payment of mitigation fees from the member agencies, and a small amount of mitigation fee funding. As future development occurs in Yolo County, project proponents must comply with the Yolo HCP/NCCP and pay established fees to mitigate for habitat impacts. The Yolo HCP/NCCP assumes approximately 2/3 of the Conservancy's future funding is fee revenue. A preliminary estimate of FY 2019-20 Conservancy Revenue is attached (**Attachment D**). The Yolo HCP/NCCP also assumes more than 20% of the Conservancy's funding will come from foundations, State and federal grants, and local funding sources.

The Manager will be required to actively pursue, secure and manage grant funds to support the implementation of the Yolo HCP/NCCP, as well as ensure local contributions are secured as envisioned in the plan. The Conservancy Board will require that the Manager develop a three-year funding strategy that outlines available grant opportunities for conservation and other activities supporting HCP/NCCP implementation, and will expect the Manager to apply for at least three substantive grants every year.

The Proposer should base its Proposal on a base annual administrative budget of \$425,000. The actual budget would be negotiated in the Manager Agreement. The annual budget of the Conservancy has varied from year to year and will continue to vary based on grant and other revenue sources. The Manager and the Conservancy Board will adjust the Manager Agreement on an annual basis to ensure the cost of work performed by the Manager under the Agreement does not exceed the amount of funds available. If adjustments are needed mid-year, the Manager will work with the Management Committee of the Conservancy to make needed amendments to the budget.

1.2.3 Current Management/Staffing Structure. The Conservancy has contracted for management services with Consero Solutions, a Davis-based consulting firm, since 2012. This firm successfully led a team of consultants to develop and secure approval of the Yolo HCP/NCCP from State and federal regulatory agencies. Petrea Marchand, Founder and President of Consero Solutions, has served as the Executive Director of the Conservancy since 2012. Consero Solutions will not submit a Proposal in response to this RFP, but will be under contract for transition assistance to the new Manager and available for support work in the future if desired by the new Manager. Information about the Conservancy's current administrative policies is available on the Conservancy web site under the "About" tab. Consero Solutions is also preparing an implementation handbook that describes the current operations of the Conservancy. The implementation handbook will be available by May 2019.

a. Other Consultants. The Manager will have discretion to hire consultants to ensure the Manager Responsibilities (described in Section 1.2.1 above) are met within the annual budget. The Conservancy currently contracts with a variety of consultants to meet the needs of the organization. The Manager will have discretion whether to maintain the following current Conservancy consultant contracts:

Jim Estep, Estep Environmental - Biologist with Swainson's Hawk expertise;

Eric Hansen - Biologist with giant garter snake expertise;

Bob Spencer, Urban Economics - Provides assistance with fee updates and other financial work;

Municipal Resource Group (MRG) - Provides human resources consulting services on an as-needed basis;

Maze and Associates - Provides annual audit services;

Ibis Consulting, LSA, Conservation Land Group, Garland, Salmon, & Associates – various on-call consultants for real estate acquisition and appraisal services; and

Tschudin Consulting Group – land use planning service.

b. Relationship with Yolo County. The Conservancy uses the Yolo County Counsel's Office for legal services and the Yolo County Department of Financial Services for banking (e.g. payment of invoices and deposits). The Conservancy relies on Payality, an outside payroll company, for payroll. The Conservancy will maintain the relationship with the Yolo County Counsel's Office for the foreseeable future. The Conservancy is working towards transitioning to a custom financial system and may reduce reliance on the Department of Financial Services in 2019-20.

c. Conservancy Employees. In addition to partnering with Yolo County departments and contracting with consultants, the Conservancy currently employs one half-time Assistant to the Director (administrative support position) and a quarter-time Research Associate. The Conservancy also employs Christine Alford, founder of Alford Environmental, as a Deputy Director.

The Assistant to the Director is an at-will employee that coordinates with the Yolo County Department of Financial Services on all financial transactions, serves as the Clerk of the Conservancy, manages the Conservancy's agenda process and performs other administrative duties. It is expected that this one position would be retained subsequent to the execution of an agreement with the Manager.

The Deputy Director is a contract employee position and the Research Associate positions is an at-will employee for 10 hours per week. The Manager will have the discretion to retain these employees or staff the management services exclusively with its own employees.

d. Conservancy Office Space. The Conservancy currently leases three offices in the upstairs area of a law firm in the City of Woodland for staffing and record storage. During FY 2019-20 it is expected the Manager will advise the Conservancy Board regarding the value of retaining this office space or identify an alternative office space location. The Conservancy also has a number of online subscriptions for services, such as Harvest for time tracking and Wix for web site development and maintenance.

1.2.4 Manager Agreement. The Conservancy Board anticipates negotiating and entering a three-year performance-based agreement with the Manager. The conditions to extend the agreement beyond three years could be included in the original agreement. The annual budget would be prepared on an annual basis and subject to amendment during the year as resources change. The payment structure for administrative expenses (e.g., reimbursement within 30 days after monthly invoice, direct drawdown from a Conservancy Operating Capital fund) would be negotiated in the Manager Agreement.

2.0 Proposal Instructions

2.1 Copies and Deadline

Interested Managers shall submit the following:

- One (1) signed original Proposal;
- Five (5) copies of the Proposal; and
- One (1) electronic copy of the Proposal (in pdf format).

Copies of the Proposal must be received by Monday March 25, 2019 at 2:00 p.m. Pacific Time. Proposals received by the Conservancy after the closing date and time will not be opened.

2.2 Delivery Location

Proposal hard copies shall be delivered to:

Shawna Stevens, Assistant to the Director
Yolo Habitat Conservancy
611 North Street
Woodland, CA 95695

The electronic copy of the Proposal shall be delivered to:

Shawna Stevens, Assistant to the Director,
info@yolohabitatconservancy.org

2.3 Length of Proposal

The required components of the Proposal are described in Section 4 of this RFP. The submission shall be no longer than 15 pages (8.5" x 11" letter size format). Sections shall be indexed and tabbed for easy reference to the material contained within the Proposal. The front cover, back cover, introductory letter and exhibits to the Proposal are not included in the page limit.

Exhibits to the Proposal shall include:

- Resumes of key members of the project team; and
- Statement of financial capacity, including most recent financial statements and statement by principal of the entity acknowledging Proposer's financial ability to assume the responsibilities described in this RFP.

The original Proposal shall be signed by an authorized representative of the entity submitting the Proposal.

2.4 Questions Regarding the RFP

All questions regarding the RFP shall be submitted electronically to Shawna Stevens (contact information above) by **February 27, 2019 at 2:00 p.m.** Answers to all questions will be posted in the Contracts and RFPs section of the Conservancy website by March 6, 2019.

2.5 Addenda

Any additional information not included in this solicitation, which the Conservancy finds necessary and material to responding to the RFP, will be posted as an addendum on the Contracts and RFPs section of the Conservancy website. Answers to questions posted on the Conservancy website shall be considered addenda to the RFP.

2.6 Standard Conservancy Agreement and Insurance Requirements

An example of a standard Conservancy Agreement, which includes insurance requirements, is attached to this RFP (**Attachment E**).

3.0 Required Components of Proposal

Proposals should be prepared and organized in a clear and concise manner and must include all information required in this section. Headers, titles, or tabs should be used to identify required information. Each Proposal shall include the following:

3.1 Introduction

Submit an introductory letter stating why the Proposer is interested in this project and capable of delivering the services requested by the Conservancy.

3.2 Proposer Team Description

Describe the organization, partnership or other entity that is submitting the Proposal.

3.2.1 Indicate whether the Proposer is a single entity, a joint venture, or a partnership with prime/subcontracting relationships.

3.2.2 Describe the Proposer organization and the roles and responsibilities of each team member. Provide an organization chart showing the relationships between team members.

3.2.3 Describe prior working relationships between the lead and each team member, focusing on successfully completed past projects.

3.2.4 Include professional qualifications/resumes of each member of the Proposer team, including years of experience, previous projects, and other relevant information.

3.2.5 Provide an authorized main point of contact, office address, telephone number and e-mail address.

3.3 Proposer Experience

Describe the Proposer's experience that demonstrates its ability to:

3.3.1 Manage the implementation of a complex plan to conserve and manage habitat on working agricultural lands;

3.3.2. Manage the permitting of projects consistent with the Conservancy's Endangered Species Act permits;

3.3.3 Work with federal, State and local regulatory agencies, conservation organizations, land owners and other stakeholders in California and the Yolo County region to successfully protect and enhance habitat;

3.3.4 Provide staff support to a joint powers agency and/or other public agency to create agendas, produce staff reports, manage meetings and document Conservancy Board actions in compliance with California open meeting laws and the California Public Records Act;

3.3.5 Acquire conservation easements on working agricultural lands, implement habitat restoration projects, and develop, maintain and keep up to date an inventory of conservation easements and any other real property management activities;

3.3.6 Manage all financial administration of the Conservancy, including day-to-day operations, financial reports to the Conservancy Board, documentation of accounting procedures, grant writing and grant management, annual audits, and coordination with Yolo County regarding legal and financial services; and

3.3.7 /Administer an organization that has fluctuations in financial resources from year to year.

3.4 Proposed Approach to Implementation of the Yolo HCP/NCCP

Describe the Proposer's approach to implementing the Yolo HCP/NCCP, including:

3.4.1 Staffing - Approach to start up staffing, the anticipated base level of staffing and how the Proposer would manage staffing as resources fluctuate in the future;

3.4.2 Working Relationships - Development of working relationships with Yolo County and city staffs, State and federal regulators, landowners and other stakeholders;

3.4.3 Communication - Approach to ensure the Conservancy Board and other stakeholders are kept up to date on progress and challenges in implementing the Yolo HCP/NCCP;

3.4.4 Use of Technology - Use of technology to maximize the impact and efficiency of implementing the Yolo HCP/NCCP; and

3.4.5 Accountability/Performance Measurements - The measurement of progress meeting annual goals.

3.5 Cost of Services

Describe the Proposer's cost of services and approach to operating with a \$425,000 base annual administrative budget, including the following costs:

3.5.1 Staff - Describe estimated fully loaded hourly rates for different positions;

3.5.2 Non-staff administrative costs including office space;

3.5.3 Capital acquisition needs (start up and ongoing);

3.5.4 Overhead charges; and

3.5.5 Any other expenses.

Describe the proposed approach to payments for services (e.g. Draw on Operating Capital Fund established at beginning of agreement, monthly invoicing).

3.6 Acknowledgement of Standard Conservancy Agreement Terms and Insurance Requirements

Please acknowledge that the Proposer understands the attached Standard Conservancy Agreement Terms and insurance requirements (Attachment E). Identify any concerns with these requirements.

3.7 References

Provide references (contact name, organization, address, telephone number and e-mail address) and a short description of the project outcome for each reference. Include at least two references for each of the following entities:

3.7.1 California Regulatory Agencies – Individuals employed by government resource agencies with whom the Proposer has worked on habitat conservation (or similar) projects;

3.7.2 Joint Powers Agencies/Local California Government Agencies – Individuals employed by government agencies with whom the Proposer has worked successfully; and

3.7.3 Other Stakeholders – Stakeholders (e.g. property owners) that the Proposer believes are relevant to this scope of services.

4.0 Evaluation of Manager Proposals

An Interview Panel of the current Conservancy Executive Director, another HCP administrator, one or two representatives of Yolo County public agencies and the Conservancy consultant assisting with this project will evaluate the Proposals and Interviews (if the Proposer is invited to participate in the interview phase of the process) based on the criteria listed below. More than one Proposer may be identified by the Interview Panel for a subsequent interview with the Management Committee of the Conservancy Board. Conservancy staff will make a recommendation of the preferred Manager to the Conservancy Board. Proposals and Interviews will be evaluated based on the following criteria:

- Experience implementing HCP/NCCPs;
- Experience staffing joint powers agencies and/or California local public agencies;
- Success working with regulatory agencies and other stakeholders;
- Experience with staffing, project management and financial management;
- Proposed approach to implementation of the Organizational Goals; and
- Cost of services.

5.0 Proposal Evaluation Schedule/Commencement of Management Services

The following is the Conservancy’s estimate of the schedule that will be followed regarding the selection of a preferred Manager:

Date	Event
February 4, 2019	Issue RFP.
February 27, 2019	RFP questions due.
March 6, 2019	Responses to RFP questions posted on the Conservancy website.
March 25, 2019	Reponses to RFP Due.
March 26, 2019 – April 22, 2019	Staff and consultant complete review of Proposals, which may include interviews with selected Proposers.
April 11, 2019	Dates for Interviews by Interview Panel of short list of Proposers.
April 19, 2019	Date for Potential Interviews by the Conservancy Board Management Committee of short list of Proposers.
May 20, 2019	The Conservancy Board approves Manager and authorizes negotiation of Manager Agreement.

Date	Event
July 15, 2019	The Conservancy Board considers approval of Manager Agreement.
July 22, 2019	Manager Agreement executed.
September 1, 2019	Target date for commencement of services by Manager.

6.0 Proposer Understanding/Limitations of RFP

The signature on a Proposal certifies that the authorized representative of the submitting Proposer has read, fully understands and agrees with all requirements, terms and conditions of this RFP.

Proposers and their officers or principals shall not have or acquire any interest, directly or indirectly, which is or would create a conflict of interest with the interests of the Conservancy. The Manager will be subject to the Conservancy's conflict of interest code and required to file a California Statement of Economic Interests Form 700.

The Conservancy reserves the right to request any Proposer to clarify its Proposal and to supply additional information deemed necessary to assist in the selection of a Partner and Potential User(s). The Conservancy also reserves the right to clarify, modify or alter any of the requirements herein. In the event of a material modification of the Proposal requirements by the Conservancy, Proposers selected by the Conservancy may be given an opportunity to modify their Proposals in the specific areas that are impacted.

The Conservancy may cancel, or reject in whole or in part any Proposal, without liability incurred at any time after issuing an RFP, if it is in the Conservancy's best interest to do so. Respondents to the RFP are responsible for all costs they may incur in connection with a Proposal, which include, but are not limited to: Proposal preparation, pre-proposal conference, if any, document Proposal, travel, expenses, interviews, presentations, or evaluation of any related documents.

7.0 Attachments

- A Yolo Habitat Conservancy FY 2018-19 Organizational and Budget Goals
- B Yolo Habitat Conservancy Activities for 2019-20 Fiscal Year
- C Yolo Habitat Conservancy FY 2018-19 Adopted Budget (Administration Fund)
- D Preliminary Yolo Habitat Conservancy FY 2019-20 Revenue Estimate for Administration
- E Sample of Standard Conservancy Agreement

Attachment A to Yolo Habitat Conservancy RFP – Management Services

Yolo Habitat Conservancy FY 2018-19 Organizational and Budget Goals

<p>Complete draft implementation handbook</p> <p>Completed Volume 1: Permitting Guide in October 2018.</p> <p>Completed outline of Volume 2: Administrative Policies and Procedures</p>	<p>Hire new Executive Director</p> <p>Completed draft RFP for management services</p>
<p>Complete appraisal and draft easement for the California tiger salamander easement in the Dunnigan Hills</p> <p>Landowner declined to continue with easement; returned grant.</p>	<p>Set up new budget structure for implementation</p> <p>Presented at January 2019 Board meeting</p>
<p>Complete Vander Eyk easement</p> <p>Landowner declined to continue with easement; returned grant.</p>	
<p>Complete Koontz easement</p> <p>Purchase and sale agreement completed. Close of escrow anticipated for February 2019.</p>	
<p>Hold at least two workshops to train member agency planning staff (DONE)</p>	
<p>Apply for at least three implementation grants</p> <p>Applied and received a LAG 2019 (LAG 2) for \$93,000.</p> <p>Submitted application for \$275,000 WCB grant (award anticipated March 2019).</p> <p>Working with two landowners to apply for WCB easement acquisition grants.</p>	

Green = 1/28/19 Update

Yolo Habitat Conservancy FY 2019-20 Organizational and Budget Goals

Organizational Goals	Budget Goals
Apply for at least three implementation grants	Implement custom financial software
Develop a waiting list of at least four landowners seeking easements	Create Excel models that translate software reports into annual report tables
Develop a permanent permit tracking system to replace the temporary system	Increase reserve to 15% in anticipation of economic downturn
Develop a species monitoring database	
Create an online geomapper	
Update applications for consistency with tracking system	
Conduct HCP/NCCP workshop to train member agency staff/consultants	
Develop easement acquisition guide	
Update Science and Technical Advisory Committee pre-acquisition evaluation	
Identify easement on which to partner with City of Davis Open Space Program	
Enroll at least three pre-permit reserve lands into reserve system	
Create the implementation Advisory Committee	
Complete pre-permit reserve land management plan	

Attachment B to Yolo Habitat Conservancy RFP – Management Services

Yolo Habitat Conservancy Activities for 2019-20 Fiscal Year

TASKS		Notes	Grant Funded?
Administration			
	Annual budget and mid-year budget updates	Budget process starts in January 2020	No
	Annual workplan and schedule	Develop 2020-21 workplan starting in January 2020	No
	Payment/review of invoices	Consultants bill monthly	Partial
	Develop and manage consultant contracts	As needed	No
	Monthly review of INFOR statements	Ongoing	No
	Grant reimbursement and tracking	Grant reimbursements are prepared monthly	Yes
	Monthly financial statement and review of financial system reports	Prepared for Board meetings	No
	Invoice, contract, and other filing	Ongoing	Partial
	Office management (paying bills, buying office supplies)	Ongoing	No
	Board meeting preparation (every other month)	Ongoing	No
	Advisory Committee meeting preparation (every other month)	Ongoing	No
	Grant writing (3-4 minimum)	Ongoing	No
	Grant management	Will require management of at least four grants	Yes
	Public outreach	Web site updates, electronic newsletters via distribution list (2x/year)	Partial
	Updates to City Councils and Board of Supervisors	Ongoing	No
	Planning Director calls (monthly)	Ongoing	No
	Web site updates and maintenance	As needed	No
	Develop implementation handbook	LAG grant; Vol. 1 complete, Vol. 2 development may continue in 2019-20	Yes
	Develop species monitoring protocols	LAG grant	Yes
	Update pre-acquisition site assessment and associated materials	LAG grant	Yes
	Develop pre-permit reserve land management plan	LAG grant	Yes
	Evaluate partnership proposals	WCB grant	Yes
	Coordinate with City of Davis Open Space Program re partner easement acquisition	WCB grant	Yes
	Coordinate with Yolo County Cache Creek Area Plan re partner easement acquisition	WCB grant	Yes
	Enroll three pre-permit reserve land properties	LAG grant	Yes
	Develop annual report template	WCB grant; in progress and will continue into 2019-20	Yes
	Research species monitoring databases	WCB grant; in progress and will continue into 2019-20	Yes
	Development of easement acquisition guide	WCB grant; in progress and will continue into 2019-20	Yes
	Develop Geomapper to provide HCP/NCCP data online to member agencies	WCB grant; in progress and will continue into 2019-20	Yes
	Complete baseline monitoring surveys on three pre-permit reserve land properties	LAG grant	Yes
	Establish Friends of the Yolo Habitat Conservancy, a non-profit organization	WCB grant; in progress and will continue into 2019-20	Partial

TASKS		Notes	Grant Funded?
	Transfer of endowment funds to Silicon Valley Foundation		No
	Review and process applications for covered activities	Ongoing	No
	Develop database to track use of permit	LAG grant; in progress and will continue into 2019-20	Partial
	Annual reports and other reporting		No
	Human resources	Ongoing	No
	Information technology services	Ongoing	No
	Annual audit	Must be completed by December 2019	No
	Internal audit/oversight	Will occur in 2019-20	No
	Training of member agency planning staff	Ongoing	Partial
	Participation in California HCP Coalition & National Coalition	Level of participation depends on funding; some participation mandatory.	No
	Adoption of Coalition legislative platform	Will occur in November/December 2019	No
	State/federal advocacy for additional HCP/NCCP funding	Critical to ensure ongoing grant funding.	No
Establishment of Reserve System (except restored lands)			
	Apply for WCB grant for Peabody Ranch easement	Pre-permit Swainson's Hawk mitigation fee funding available	No
	Apply for WCB grant for Yanci Ranch easement		No
	Apply for Section 6 or NRCS grant for Yanci Ranch easement		No
	Complete Peabody Ranch easement		Partial
	Complete Yanci Ranch easement		Partial
	Apply for additional easement acquisition grants		No
Restore Natural Communities			
	Apply for grant to develop strategy for hedgerow program		No
	Apply for grant to develop strategy for nest tree program		No
	Identify opportunities for natural communities restoration		No
	Develop landowner incentive program		No
Manage and Enhance Easement & Pre-Permit Reserve Lands			
	Develop Reserve Unit Management Plans	If funding available.	No
	Develop Invasive Species Control Program	If funding available.	No
Monitoring, Research & Scientific Review (except restored lands)			
	Database development and management	If funding available	No
	Develop natural communities monitoring program protocols	If funding available	No
	Develop reserve system compliance monitoring protocols	If funding available	No

Attachment C to Yolo Habitat Conservancy RFP – Management Services

Yolo Habitat Conservancy FY 2018-19 Adopted Budget (Administration Fund)

MEMBER AGENCY LOAN AND MITIGATION FEE EXPENDITURES	FY 18/19 Adopted Budget (6/18)	FY 18/19 Budget Amendment (1/19)
Consero Solutions ¹	\$ 45,000	\$ 70,000
Alford Environmental ²	\$ 14,462	\$ 60,000
Tschudin Consulting Group ³	\$ 5,000	\$ 20,000
K. Rinne Consulting ⁴	\$ 5,000	\$ 5,000
ICF	\$ -	\$ 5,000
S. Stevens (employee) ⁵	\$ 26,923	\$ 30,000
S. Garbini (employee) ⁶	\$ 6,082	\$ 20,000
New Executive Director	\$ 33,079	\$ -
Intern	\$ 1,000	\$ 1,000
State/Federal Advocacy	\$ 6,250	\$ 5,000
Other Assistance ⁷	\$ 2,000	\$ 8,000
Real Estate Acquisition Assistance	\$ 2,500	\$ 2,500
Human Resources Firm	\$ 10,000	\$ 20,000
YHC Counsel	\$ 4,000	\$ 10,000
Accountant/Bookkeeper	\$ 3,000	\$ 3,000
DFS and Audit Expenses	\$ 31,000	\$ 31,000
Clerk and Gen. Services Dept. Assistance	\$ 1,000	\$ 1,000
Rent	\$ 12,180	\$ 12,180
Insurance	\$ 5,000	\$ 7,500
Direct Costs (inc. new financial software) ⁸	\$ 12,000	\$ 30,000
Science & Technical Advisory Committee	\$ 2,500	\$ 2,500
Contingency	\$ -	\$ 161,522
Contribution to Reserve	\$ -	\$ -
Total	\$ 227,976	\$ 505,202
REIMBURSABLE EXPENDITURES (grant and landowner contributions)	FY 18/19 Adopted Budget (6/18)	FY 18/19 Budget Amendment (1/28)
Consero Solutions ¹	\$ 57,500	\$ 102,100
New Executive Director	\$ 27,634	\$ -
Alford Environmental ²	\$ 46,000	\$ 97,500
Tschudin Consulting Group ³	\$ 16,000	\$ 62,000
ICF	\$ 15,000	\$ 38,000
Other Assistance ⁷	\$ 20,000	\$ 45,000
Intern	\$ 2,000	\$ 4,500
YHC Counsel	\$ 15,500	\$ 11,000
S. Garbini (employee) ⁶	\$ 7,000	\$ 9,000
S. Stevens (employee) ⁵	\$ 13,374	\$ 13,874
Direct Costs (Section 6, LAG1) ⁹	\$ -	\$ 2,500
Real Estate Acquisition Assistance ¹⁰	\$ 40,000	\$ 31,000
Real Estate Acquisition	\$ 2,507,500	\$ -
Total	\$ 2,767,508	\$ 416,474
TOTAL EXPENDITURES	\$ 2,995,484	\$ 921,676

Attachment C to Yolo Habitat Conservancy RFP – Management Services

REVENUE (member agency, mitigation fee and grant revenue)	FY 18/19 Budget Adopted (6/18)	FY 18/19 Proposed Budget Amendment (1/28)
MEMBER AGENCY REVENUE		
FY 17-18 Fund Balance ¹¹	\$ 15,000	\$ 13,402
Total	\$ 15,000	\$ 13,402
MITIGATION FEE REVENUE		
Pre-payment of Mitigation Fees ¹²	\$ 49,115	\$ 102,067
Member Agency Loans ¹³	\$ 163,861	\$ 324,823
Mitigation Fees ¹⁴	\$ -	\$ 64,910
Total	\$ 212,976	\$ 491,800
Member Agency and Mitigation Fee Revenue Subtotal	\$ 227,976	\$ 505,202
GRANT REVENUE (staff time)		
2016 Section 6 grant ¹⁵	\$ 48,500	\$ 83,000
RCIS/Local Conservation Plan ¹⁶	\$ 21,874	\$ 17,474
CDFW 2018 Local Assistance Grant #1 ¹⁷	\$ 75,000	\$ 75,000
CDFW 2019 Local Assistance Grant #2 (total \$93,000) ¹⁸	\$ -	\$ 40,000
Delta Conservancy Vander Eyk Grant ¹⁹	\$ 99,500	\$ -
WCB 2019 Implementation Grant (total \$275,000) ²⁰	\$ -	\$ 150,000
Other Grant Revenue	\$ 17,634	\$ -
Total	\$ 262,508	\$ 365,474
OTHER REVENUE		
Peabody Ranch Landowner Contribution	\$ -	\$ 10,000
ASB In-Lieu Applicant Contribution	\$ -	\$ 10,000
PG&E Contribution	\$ -	\$ 5,000
Mace/Alhambra Contribution (City of Davis, total \$35,266) ²¹	\$ -	\$ 26,000
Landowner Revenue (Carryover)	\$ 5,000	\$ -
Total	\$ 5,000	\$ 51,000
GRANT REVENUE (real estate acquisition)		
Easement Acquisition ²²	\$ 2,500,000	\$ -
Total	\$ 2,500,000	\$ -
Grant and Other Revenue Subtotal	\$ 2,767,508	\$ 416,474
TOTAL REVENUE	\$ 2,995,484	\$ 921,676
PERMANENT RESERVE	\$ 60,087	\$ 60,087
ENDING BALANCE	\$ 0	\$ (1)

(1) Consero Solutions provides Executive Director and support services. Budget assumes twelve months of contract services and includes time for the Ex. Director, Sr. Associate, Exec. Assistant and Research Associate. In addition, the total budgeted amount includes \$5,000 for the Local Assistance Grant #1 match to develop the implementation handbook.

(2) Based on contract Deputy Director services with Alford Environmental. In addition, the total budgeted amount includes \$5,000 for the Local Assistance Grant #1 match to develop the implementation handbook.

(3) Services as needed from the Tschudin Consulting Group for land use planning services.

Attachment C to Yolo Habitat Conservancy RFP – Management Services

- (4) Keri Rinne Consulting provides assistance with grant writing.
- (5) S. Stevens total budgeted amount includes \$2,500 for the Local Assistance Grant #1 in-kind services match.
- (6) S. Garbini total budgeted amount includes \$2,500 for the Local Assistance Grant #1 in-kind services match.
- (7) Services as needed from Estep Environmental, Neuvert GIS, Hausreth Economics, Urban Economics, the Yolo County Resource Conservation District, and other consultants as needed.
- (8) The YHC is transitioning into implementation and a new financial system under development, so additional funds have been added to Direct Costs to acquire the new financial software.
- (9) The Conservancy incurs direct costs under its various grants (Section 6 & LAG1) that are not associated with staff or professional services.
- (10) This funding is for on-call real estate acquisition specialists and appraisers.
- (11) The estimated fund balance at the start of FY 18-19 was \$19,871. The California Department of Fish and Wildlife declined to reimburse the Conservancy for approx. \$6,700 in requested reimbursement for the 2016-17 audit after the Conservancy closed the books. The Jan. 2019 amendment therefore adjusts the fund balance to account for this change. This amount also includes carryover from landowner contributions to assist with acquisition of habitat conservation easements.
- (12) The member agencies agreed to either loan the Conservancy funds for implementation of the Yolo HCP/NCCP or pre-pay mitigation fees. Woodland and West Sacramento provided a pre-payment of mitigation in fees in the amounts of \$52,952 and \$49,115 respectively.
- (13) YHC requested member agencies either provided pre-payment of mitigation fees or a loan for FY 18/19. The jurisdictional breakdown for Yolo County, City of Davis' loan amount is \$51,039 and Winters' loan amount is \$10,745
- (14) YHC expects to receive mitigation fees for a five-acre West Sacramento project.
- (15) Estimate is based on the amount needed to complete grant reimbursements, close the books on the 2017-18 fiscal year, complete the audit, and complete final reports, as well as the amount remaining in the grant.
- (16) The Windward Fund provided this amount to the Conservancy to assist with completion of the RCIS/LCP.
- (17) The California Department of Fish and Wildlife awarded the Conservancy a \$75,000 grant to develop an implementation handbook for the Yolo HCP/NCCP. Matching funds are an additional \$15,000 and are included in the budget.
- (18) The California Department of Fish and Wildlife awarded the Conservancy a \$93,000 grant (not including matching funds) to assist with Yolo HCP/NCCP implementation. The Conservancy is only budgeting to spend \$40,000 of this amount in 2018-19 and is not budgeting expenditure of matching funds.
- (19) The Conservancy returned the Delta Conservancy Vander Eyk grant because the landowner declined to continue with the easement acquisition.
- (20) The Wildlife Conservation Board is considering an award at their March 2019 Board meeting of \$275,000 to help with implementation of the Yolo HCP/NCCP. The Conservancy has budgeted expenditures of \$150,000 of these funds in 2018-19.
- (21) The Mace/Alhambra project in the City of Davis provided \$35,266 to the Conservancy for burrowing owl conservation, but the Conservancy is only budgeting expenditures of \$26,000 for FY 18-19.
- (22) The Conservancy returned the Vander Eyk easement grant because the landowners declined to continue with the easement acquisition.

**Preliminary Yolo Habitat Conservancy
FY 2019-20 Revenue Estimate for Administration¹**

	FY 19-20 Estimated Revenue (as of 1/28/19)
MEMBER AGENCY REVENUE	
FY 18-19 Fund Balance	\$ 160,000
Total	\$ 160,000
MITIGATION FEE REVENUE	
Mitigation Fees ²	\$ 250,000
Total	\$ 250,000
Member Agency and Mitigation Fee Revenue Subtotal	\$ 410,000
GRANT REVENUE (staff time)	
RCIS/Local Conservation Plan (awarded)	\$ 5,000
CDFW 2018 Local Assistance Grant #1 (awarded)	\$ 12,000
CDFW 2019 Local Assistance Grant #2 (awarded)	\$ 53,000
WCB 2019 Implementation Grant (award expected Mar. 2019)	\$ 125,000
WCB 2019 Acquisition Grants (pending, administration only)	\$ 50,000
Total	\$ 245,000
OTHER REVENUE	
Landowner Contributions	\$ 10,000
Special Participating Entity Contributions	\$ 10,000
Total	\$ 20,000
Grant and Other Revenue Subtotal	\$ 265,000
TOTAL REVENUE	\$ 675,000
PERMANENT RESERVE	
	\$ 60,087

¹ In 2019-20, the Conservancy expects to have \$675,000 available for administration of the Conservancy for activities outlined in Attachment B of the RFP.

² The Yolo Habitat Conservancy works with the cities and Yolo County to track potential development projects that will pay the Yolo HCP/NCCP fees by fiscal year. The timing of development is highly uncertain, but the Conservancy estimates that between 0 and 480 acres of projects could utilize the Yolo HCP/NCCP permits in 2019-20. This would result in between \$0 and \$6.7 million in mitigation fee revenue. The Conservancy conservatively estimates that 1/4 of this development will occur, resulting in \$1.675 million in revenue, of which 14% or \$234,500 would be available for administration based on the Conservancy's financial structure. (The remaining amount is allocated to reserve system establishment, management, monitoring, research, and contingency.) As a result, the Conservancy estimates that approximately \$250,000 will be available from mitigation fees in 2019-20 for administration and related activities.

Attachment E to Yolo Habitat Conservancy RFP – Management Services

AGREEMENT NO. __-__
(Agreement for _____)

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between the Yolo County Habitat Conservation/Natural Community Conservation Plan Joint Powers Authority, also known as the Yolo Habitat Conservancy (“Conservancy”), and _____ (“Consultant”).

RECITALS

WHEREAS, the Conservancy is authorized to make contracts as necessary for the exercise of its powers; and

WHEREAS, the Conservancy desires to obtain (describe services, goods, and materials that the Conservancy is seeking); and

[Note: if the Agreement is (or may be) governed (or funded in whole or in part by) another contract, a grant document, etc. (e.g., a contract with the State or another entity, a State or Federal grant, a private grant or contract, etc.), then appropriate references should be included, e.g.: “WHEREAS, the Conservancy has entered into a contract with the [brief description], a copy of which has previously been provided to Consultant”]

WHEREAS, the Conservancy circulated and distributed a (describe method of seeking proposals, e.g., a request for proposals, a request for qualifications, a solicitation or request for bids, etc.), an excerpt of which is attached as Exhibit A; and

WHEREAS, the Consultant submitted a proposal to (describe services, goods, and materials that are the subject of the contract), an excerpt of which is attached as Exhibit B; and

WHEREAS, the Consultant has represented and warrants to the Conservancy that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the Conservancy as herein specified; that it will be able to perform the herein described services at minimum cost to the Conservancy by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Consultant represents and warrants that neither Consultant, nor any of its officers, agents, employees, consultants, subconsultants, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Consultant further represents and warrants that no conditions or events now exist which give rise to Consultant or any of its officers, agents, employees, consultants, subconsultants, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Consultant understands that the Conservancy is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the Conservancy and the Consultant agree as follows:

AGREEMENT

I. BASIC SERVICES

A. Consultant shall furnish and perform the following services in accordance with Exhibits A-__, and in a manner satisfactory to the Executive Director of the Conservancy or designee: (describe with adequate detail and specificity the products and services that will be provided under the agreement, including the desired end products &/or results as applicable). These services include the following tasks and subtasks:

Task 1:(Describe)	
Subtask 1.1:	\$ _____ .00
Subtask 1.2:	\$ _____ .00
Subtask 1.3:	\$ _____ .00
Subtask 1.4:	\$ _____ .00
Subtask 1.5:	\$ _____ .00
Subtask 1.6:	\$ _____ .00
Subtask 1.7:	\$ _____ .00
Subtask 1.8:	\$ _____ .00
Task 2:(Describe)	
Subtask 2.1:	\$ _____ .00
Subtask 2.2:	\$ _____ .00
Subtask 2.3:	\$ _____ .00
Subtask 2.4:	\$ _____ .00
Subtask 2.5:	\$ _____ .00
Subtask 2.6:	\$ _____ .00

[NOTE: In many cases this level of detailed "subtasks" may not be necessary. The foregoing is simply intended to illustrate that particular tasks can be divided into subtasks tied to a portion of the total compensation. Having more detail can avoid or reduce surprises & disputes that might otherwise concerning the meaning and interpretation of the contract at a later date.]

B. More specifically, the Consultant shall provide the full range of services with regard to the project described above, with the focus on: (a) _____; (b) _____; and (c) _____.
Consultant will provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.

C. The complete contract shall include the following Exhibits attached hereto and incorporated herein:

[The following are examples only:]

Exhibit A	RFP Excerpt
Exhibit B	Proposal Excerpt
Exhibit C	Workers' Comp. Certificate

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Consultant for the Conservancy's benefit shall prevail.

D. [If appropriate] Consultant shall comply with all applicable provisions of the [reference applicable grant or other documents that govern or influence performance under this Agreement], and those provisions are incorporated herein as if fully set forth in this place.

E. The Executive Director may approve modifications of the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided that there is no increase in the total compensation as set forth in Section III of this Agreement.

II. ADDITIONAL SERVICES [Optional]

The following services, insofar as they do not fall within the scope of the basic services required of Consultant under Paragraph I hereinabove and cause the Consultant extra expenses, and if authorized in advance in writing by the Executive Director, shall also be provided by Consultant:

A. (Describe services that are contemplated but not included in the basic contract price) at a rate of \$ ___ per hour.

B. Additional work that is directly related to the services set forth in Paragraph I above and requested in writing by the Executive Director.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES; METHOD OF PAYMENT

A. On a monthly basis, Consultant shall submit an invoice detailing the services provided, the amount of time spent providing the service calculated to the one-quarter (or one-tenth) of an hour, 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.

B. All services provided by Consultant which may be eligible for grant reimbursement shall be invoiced in a manner that meets applicable requirements for reimbursement from available grant funds. If an invoice is rejected for reimbursement by

the granting agencies for reasons unrelated to the nature of the services performed, the Conservancy shall withhold the amount rejected from the next payment(s) until the matter is remedied and reimbursement is achieved.

C. 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 fifteen (15) calendar days after the Conservancy approves payment.

There shall be no penalty for late payments.

D. [If appropriate] Notwithstanding anything to the contrary in this Agreement, an amount equal to [] percent of each monthly invoice submitted by Consultant shall be withheld until completion of the project to the satisfaction of the Director. Upon such completion, and if Consultant is otherwise in full compliance with the terms of this Agreement, the Conservancy shall promptly remit all withheld monies to Consultant.

IV. **REPORTS** [Optional—if not covered by Scope of Work]

A. Consultant shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Executive Director, as the times and in the manner specified by this Agreement, or by the Executive Director if not so specified. Any other provision of this Agreement notwithstanding, should Consultant fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, Conservancy may withhold any payments otherwise due Consultant pursuant to this Agreement, and any other agreement between Consultant and Conservancy, until such report is properly submitted as determined by the Executive Director.

B. Conservancy shall provide Consultant with all information pertinent to the services required of Consultant by this Agreement which is requested by Consultant and which is within Conservancy's possession. No charge will be made for these materials.

V. **OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the Conservancy, and Consultant agrees to deliver and assign the foregoing to the Conservancy, upon completion of the services hereunder or upon any earlier termination of this Agreement. Consultant assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the Conservancy without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

VI. RECORDS; ACCESS, RETENTION

Consultant shall retain and make available for review by the Conservancy and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than four (4) years after receipt of final payment, termination of this Agreement, or until all pending audits and proceedings are completed, whichever is later. Consultant shall make such records available for inspection and copying by the Conservancy and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Consultant shall notify the Executive Director. Upon such notification, the Executive Director shall either agree to the destruction or authorize the records to be forwarded to the Conservancy for further retention.

VII. DISPUTES

Any dispute arising under this Agreement shall be decided by the Executive Director who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Consultant. The decision of the Executive Director shall be final unless, within thirty (30) days from the date such copy is mailed to Consultant, Consultant appeals the decision in writing to the Board of Directors of the Conservancy. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Consultant's position. In connection with any appeal proceeding under this Section, Consultant shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the Conservancy Board at a regular Board meeting. Pending a final decision of the dispute, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the Executive Director's decision. The decision of the Conservancy Board on the appeal shall be final for purposes of exhaustion of administrative remedies.

VIII. TERM AND TERMINATION

A. The term of this Agreement shall be from _____ through _____ unless sooner terminated as hereinafter provided.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Consultant default, the Conservancy reserves the right to purchase or obtain the supplies or services elsewhere, and Consultant shall be liable for the difference between the prices set forth herein and the actual cost thereof to the Conservancy. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. 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 Consultant pursuant to this Agreement. If the Conservancy's adopted budget and/or its receipts from the State of 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 event 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 pursuant this Agreement. If the Conservancy terminates the Agreement pursuant to this subparagraph, the Conservancy will pay Consultant in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 45 days written notice to the other party.

E. If Consultant, or any of its officers, agents, employees, consultants, subconsultants, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the Conservancy may terminate this Agreement by giving ten (10) days advance written notice thereof to the Consultant.

F. During and following the term of this Agreement, Consultant shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Consultant was compensated by the Conservancy without the express written permission of the Executive Director.

IX. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Consultant shall comply with all applicable Federal, State, and Conservancy statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the Conservancy by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the 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. Consultant waives any removal rights it might have under State or Federal law.

X. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Consultant certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and local laws

and regulations. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XI. CONSULTANT'S RESPONSIBILITIES

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. In providing any defense under this Section, Consultant shall use counsel reasonably acceptable to the Conservancy Counsel.

XII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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 (as applicable). 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 (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the consultant must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
2. The 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.) It shall be a requirement under this agreement that 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. Furthermore, 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.

a. The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the Conservancy's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement 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 Conservancy (if agreed to in a written contract or agreement) before the Conservancy's own Insurance or self-insurance shall be called upon to protect it as a named insured.

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 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 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 Conservancy Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or 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 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. For any claims relating to this Agreement, the Consultant's insurance coverage shall be primary, including as respects the Conservancy, its officers, agents, employees and volunteers. Any insurance maintained by the Conservancy shall apply in excess of, and not contribute with, insurance provided by Consultant's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the Conservancy, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the Director 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 Conservancy Risk Manager before work commences. Upon 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 Director 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 Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. The Conservancy reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Consultant agrees to include with all Subconsultants in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and the Conservancy in the same manner and to the same extent as Consultant is bound to the Conservancy under the Contract Documents. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subconsultant upon request.

The General Consultant/**and or Consultant** shall require all Subconsultants to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Consultant/**and or Consultant** will provide proof of compliance to the Conservancy.

E. Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Consultant fails to obtain or maintain completed operations coverage as required by this agreement, the Conservancy at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

XIII. WORKERS' COMPENSATION

Consultant shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the Executive Director in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Consultant affirmatively represents that she/he has the requisite legal authority to do so on behalf of Consultant, both the person executing this Agreement on behalf of Consultant and Consultant understand that the Conservancy is relying on this representation in entering into this Agreement.

XIV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of Conservancy and Consultant at their respective addresses as follows:

Consultant:
Attn:

Conservancy:
Attn:

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at

the time of transmission of the notices and provided the following facsimile telephone numbers are used:

Consultant:

Conservancy:

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XV. CONFLICT OF INTEREST

A. Consultant shall comply with the laws and regulations of the State of California and Conservancy regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Consultant's obligations and responsibilities hereunder. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Consultant completes performance of the services required of it under this Agreement.

C. Consultant agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Consultant will immediately inform the Conservancy and provide all information needed for resolution of the question.

XVI. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the Conservancy shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVII. AUDITS

A. Consultant shall be subject to examination and audit by the Conservancy and any agencies providing grants that cover, in whole or part, the services performed by Consultant, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. Consultant agrees that Conservancy and/or such granting agencies have the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide Conservancy and/or the granting agencies with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Consultant related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Employees who might reasonably have information related to such records may be interviewed. All expenditures of funds furnished to Consultant pursuant to this Agreement are subject to audit by Conservancy and any agencies providing grants that cover, in whole or part, the services performed by Consultant. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Consultant expend \$500,000 or more in Federal funds during any fiscal year, Consultant shall furnish Conservancy a certified copy of an Audit Report from an independent CPA firm covering the Consultant's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Consultant shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Consultant shall provide Conservancy such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Consultant shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the Conservancy to extend the retention period, and are made available to the Conservancy upon request.

D. Should an Audit Report or any Conservancy or granting agency audit determine that Consultant has misspent funds and been overpaid more than a *de minimis* amount based on the requirements of this Agreement and applicable laws and regulations, Conservancy shall demand repayment from Consultant in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Consultant repays such amount. Consultant shall repay Conservancy such amount within sixty (60) days of the date of the Conservancy's demand for repayment. Should Consultant fail to repay Conservancy within sixty (60) days of the date of Conservancy's demand for repayment, the Conservancy may offset the amount due from Consultant against any

amounts that would otherwise be due from the Conservancy to Consultant pursuant to this Agreement or any other agreement or source.

XVIII. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Consultant under this Agreement are not assignable in whole or in part. In addition, Consultant shall not subcontract any portion of the services required of Consultant by this Agreement without the express written consent of the Executive Director. If any portion of the services required of Consultant are subcontracted, the subconsultant(s) shall maintain the same insurance as required of Consultant by this Agreement and Consultant shall be fully responsible to the Conservancy for all work undertaken by subconsultants.

XIX. STATUS OF CONSULTANT

A. It is understood and agreed by all the parties hereto that Consultant is an independent consultant and that no relationship of employer-employee exists between the Conservancy and Consultant. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of the Conservancy. Consultant hereby indemnifies and holds the Conservancy harmless from any and all claims that may be made against the Conservancy based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Consultant nor Consultant's assigned personnel shall have any right to act on behalf of the Conservancy in any capacity whatsoever as an agent or to bind the Conservancy to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Consultant must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Consultant's assigned personnel.

XX. AMENDMENT

This Agreement may be amended only by written instrument signed by the Conservancy and Consultant.

XXI. WAIVER

The waiver by the either party or any of its officers, agents or employees or the failure of the other party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Consultant affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Consultant and to bind Consultant to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Consultant and Consultant understand that the Conservancy is relying on this representation in entering into this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Conservancy and Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONSULTANT

By _____

CONSERVANCY

By _____
Pierre Neu, Chair
Yolo Habitat Conservancy

Approved as to Form:

By _____
Philip J. Pogledich
Counsel to the Conservancy