YOLO HABITAT CONSERVANCY

AGENDA

December 9, 2024



BOARD MEMBERS MARY VIXIE SANDY, COUNTY OF YOLO LUCAS FRERICHS, COUNTY OF YOLO WILL ARNOLD, CITY OF DAVIS VERNA SULPIZIO HULL, CITY OF WEST SACRAMENTO RICHARD CASAVECCHIA, CITY OF WINTERS VICTORIA FERNANDEZ, CITY OF WOODLAND MABEL SALON, UNIVERSITY OF CALIFORNIA, DAVIS

BOARD OF SUPERVISORS CHAMBERS 625 COURT STREET, ROOM 206 WOODLAND, CA 95695

NOTE: All meetings of the Yolo Habitat Conservancy will be held in person. Members of the public are welcome to submit written comments by 4:00 p.m. the day prior to the meeting. Written comments should be emailed to <u>clerkoftheboard@yolocounty.gov</u> or sent to Attn: Clerk, 625 Court Street, Room 204 Woodland, CA 95695. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number. All written comments are distributed to Board members and filed in the record, but will not be read aloud.

- 1. Pledge of Allegiance
- 2. Roll Call
- 3. Approval of the Agenda Order
- 4. Public Comment: This is time reserved for the public to address the Conservancy Board on matters not on the agenda.
- 5. Board Correspondence

CONSENT AGENDA

- 6. Approve September 16, 2024, meeting minutes
- 7. Authorize Yolo County Department of Financial Services to prepare and submit a Financial Transaction report to the State Controller's Office

REGULAR AGENDA

- 8. Appoint Christine Alford as Interim Executive Director, approve amendments to the MOU with Yolo County and the Agreement with Alford Environmental LLC to transfer the Executive Director responsibilities and balance of funds allocated to this role to Alford Environmental LLC for the remainder of FY24/25, authorize signing authority for the Interim Executive Director, and direct the Interim Executive Director to develop an organizational work plan and staffing recommendations in coordination with County staff
- 9. Approve 2025 Board Meeting Calendar
- 10. Authorize staff to execute Master Services Agreements with Geocon Consultants, Inc., Frame Surveying and Mapping, Laugenour and Meikle, Bender Rosenthal, Inc., and Garland & Salmon to provide on-call services that support reserve system acquisitions through June 30, 2027
- 11. Recognition of Will Arnold, Victoria Fernandez, and Elisa Sabatini for outstanding service to the Yolo Habitat Conservancy
- 12. Executive Director's Report

ADJOURNMENT

Next meeting scheduled for: January 27, 2025

I declare under penalty of perjury that the foregoing agenda was posted December 6, 2024, by 5:00 p.m. at the following places:

- On the bulletin board at the east entrance of the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California; and
- On the bulletin board outside the Board of Supervisors Chambers, Room 206 in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California.
- On the YHC website: <u>www.yolohabitatconservancy.org</u>

NOTICE

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting should telephone or otherwise contact the Clerk of the Board as soon as possible and at least 72 hours prior to the meeting at (530) 666-8195.

Yolo Habitat Conservancy Board of Directors Meeting Meeting Date: 12/09/2024

Information

SUBJECT

Approve September 16, 2024, meeting minutes

September 16, 2024 Meeting Minutes

Attachments

Form Started By: Charlie Tschudin Final Approval Date: 12/06/2024 Form Review

Started On: 12/06/2024 08:14 AM

YOLO HABITAT CONSERVANCY

September 16, 2024

MINUTES

The Yolo Habitat Conservancy Board met on the 16th day of September, 2024, starting at 5:30 p.m. in regular session in the Board of Supervisors' Chambers in the Erwin W. Meier Administration Building, Woodland, California. <u>Here</u> is a link to the video. (Select Yolo Habitat Conservancy from the drop down menu)

Present:	Will Arnold (arrived late)
	Victoria Fernandez
	Mary Vixie Sandy
	Verna Sulpizio Hull
	Richard Casavecchia
	Mabel Salon
Absent:	Lucas Frerichs
Staff Present:	Elisa Sabatini, Executive Director Phil Pogledich, County Counsel Charlie Tschudin, Assistant Planner Julie Dachtler, Clerk

5:30 P.M. CALL TO ORDER

- 1. Pledge of Allegiance
- 2. Roll Call
- 3. Approval of the Agenda Order

Minute Order No. 24-13: Approved agenda as submitted, except Agenda No. 9, which was pulled as it had already been heard and approved at the May 20, 2024 meeting.

MOTION BY: Vixie Sandy / SECONDED BY: Casavecchia AYES: Casavecchia, Fernandez, Sulpizio Hull, Vixie Sandy. ABSENT: Arnold, Frerichs. ABSTAIN: None.

4. Public Comment: This is time reserved for the public to address the Conservancy Board on matters not on the agenda.

Glen Holstein addressed the Conservancy Board during public comment.

5. Board Correspondence

There was no Board Correspondence.

CONSENT AGENDA

Minute Order No. 24-14: Approved Consent Agenda Nos. 6 and 7.

MOTION BY: Fernandez / SECONDED BY: Casavecchia AYES: Casavecchia, Fernandez, Sulpizio Hull, Vixie Sandy. ABSENT: Arnold, Frerichs. ABSTAIN: None.

6. Approve May 20, 2024, meeting minutes

Approved the May 20, 2024 meeting minutes on Consent.

7. Approve contract amendment with Conservation Land Group to update rate sheet to reflect current rates

Approved Agreement No. 24-08 on Consent.

REGULAR AGENDA

8. Receive presentation on 22-23 independent auditor's report from Maze & Associates

Received presentation on 22-23 independent auditor's report from Maze & Associates.

9. Receive and file transmittal memo recommending the Muller Pond Site for inclusion in the Yolo HCP/NCCP reserve system; approve the Muller Pond Site as a candidate Yolo HCP/NCCP conservation easement site

Item No. 9 was removed from the agenda.

 Receive and file transmittal memo recommending the Los Rios South Site for inclusion in the Yolo HCP/NCCP reserve system; approve the Los Rios South Site as a candidate Yolo HCP/NCCP conservation easement site

Minute Order No. 24-15: Approved recommended action.

MOTION BY: Vixie Sandy / SECONDED BY: Fernandez AYES: Arnold, Casavecchia, Fernandez, Sulpizio Hull, Vixie Sandy. ABSENT: Frerichs. ABSTAIN: None. 11. Receive and file transmittal memo recommending the Haller & Muller In-Channel Site for inclusion in the Yolo HCP/NCCP reserve system; approve the Haller & Muller In-Channel Site as a candidate Yolo HCP/NCCP conservation easement site

Minute Order No. 24-16: Approved recommended action.

MOTION BY: Arnold / SECONDED BY: Fernandez AYES: Arnold, Casavecchia, Fernandez, Sulpizio Hull, Vixie Sandy. ABSENT: Frerichs. ABSTAIN: None.

12. Executive Director's Report

Received Executive Director's Report.

ADJOURNMENT

Next meeting scheduled for: December 9, 2024

Yolo Habitat Conservancy Board of Directors Meeting Meeting Date: 12/09/2024

SUBJECT

Information

Authorize Yolo County Department of Financial Services to prepare and submit a Financial Transaction report to the State Controller's Office

Attachments

Staff Report Att. A. Unsigned Report Preparation Consent Form

Form Review

Form Started By: Charlie Tschudin Final Approval Date: 12/06/2024 Started On: 12/06/2024 08:24 AM



Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento City of Woodland • University of California, Davis

- To: Verna Sulpizio Hull, Chair Members of the Board
- From: Leslie Lindbo Yolo County Director of Community Services
- Re: Authorize Yolo County Department of Financial Services to prepare and submit a Financial Transaction report to the State Controller's Office

Date: December 9, 2024

REQUESTED ACTIONS:

1. Authorize Yolo County Department of Financial Services to prepare and submit a Financial Transaction report to the State Controller's Office

BACKGROUND:

California Government Code Section 53891 requires local agencies to electronically submit a Financial Transaction report to the State Controller's Office by January 31, 2025. The State Controller publishes information from this report for use by the Legislature and other interested parties. The Conservancy has the option of having their own staff prepare this report, contract with an accountant, or engage the Yolo County Department of Financial Services (DFS) staff to prepare the report. Yolo County DFS may prepare the report, and file it electronically, for the fiscal year ending June 30, 2024, on behalf of the Conservancy at an estimated cost of \$306. DFS staff estimate 3 three hours of work to prepare and submit the report. DFS requires any agencies who select the County to prepare the report to submit minutes approving such action.

The Conservancy already utilizes the County's treasury and accounting system, the \$306 cost is minimal, and DFS will be able to prepare and submit the report ahead of January 31, 2025 deadline. For these reasons, staff recommend engaging with County DFS to prepare and submit the Local Agencies Financial Transaction Report to the State Controller's Office.

ATTACHMENTS:

Attachment A. SCO Financial Transaction Reports Report Preparation Consent Form

Special District SCO Financial Transaction Reports for 23-24 **Report Preparation Consent Form**

Return this letter by December 17, 2024 signed by an authorized signor from your Board or management authorized to obligate your district for its reporting choice.

District Name: _____ County Cost Estimate: \$306 (3 hours @ \$102/ hour)

Please mark the appropriate box:

Financial Report	District staff	Contractor	County staff
Special District Financial Transaction Report			

Audit Firm:	
Anticipated Audit Completion date for	

If you select County staff to prepare your report, this letter is understood by the Department of Financial Services to be an engagement of services. Please include a copy of your agency's minutes approving such action. Should the actual amount of time required by county staff be in excess of our estimate, we will consult with the agency and agree to revised terms. Financial Services will charge your respective fund after distribution of your SCO Financial Transactions report and provide you with an invoice for your records.

Authorized Signor

Date

Please return by December 17, 2024:

Email: <u>Special.Districts@yolocounty.gov</u>

Report Required Information Form

If District accepts proposal, j	please complete	and send back to 1	me the follow	wing:
Report preparation District c	ontact:	ne	Phone	email
District Official who will sig				Contact (email)
District mailing address:				
Members of Governing Boar	d as of June 30,	2024:		
First Name	MI	Last Name		Title
Other District Officials as of	June 30, 2024:			
			Se	cretary
			Tr	easurer
			Co	ounsel
			M	anager
			Ot	her please specify
Independent Auditor:				
Firm Name:				_
Engagement Partner: Firs	t Name	Last Name		Phone Number

Yolo Habitat Conservancy Board of Directors Meeting <u>Meeting Date:</u> 12/09/2024

Information

SUBJECT

Appoint Christine Alford as Interim Executive Director, approve amendments to the MOU with Yolo County and the Agreement with Alford Environmental LLC to transfer the Executive Director responsibilities and balance of funds allocated to this role to Alford Environmental LLC for the remainder of FY24/25, authorize signing authority for the Interim Executive Director, and direct the Interim Executive Director to develop an organizational work plan and staffing recommendations in coordination with County staff

Attachments

Staff Report Fifth Amendment to MOU with Yolo County Att. B. First Amendment to Alford Environmental LLC Agreement Att. C. Authorization Form

Form Started By: Charlie Tschudin Final Approval Date: 12/06/2024 Form Review

Started On: 12/06/2024 08:37 AM



Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento City of Woodland • University of California, Davis

To:	Verna Sulpizio Hull, Chair Members of the Board
From:	Leslie Lindbo Yolo County Director of Community Services

Re: Appoint Christine Alford as Interim Executive Director, approve amendments to the MOU with Yolo County and the Agreement with Alford Environmental LLC to transfer the Executive Director responsibilities and balance of funds allocated to this role to Alford Environmental LLC for the remainder of FY24/25, authorize signing authority for the Interim Executive Director and staff, and direct the Interim Executive Director to develop an organizational work plan and staffing recommendations in coordination with County staff

Date: December 9, 2024

REQUESTED ACTIONS:

- 1. Appoint Christine Alford as Interim Executive Director;
- 2. Approve amendments to the MOU with Yolo County (Attachment A) and the Agreement with Alford Environmental LLC (Attachment B) to transfer the Management Classification responsibilities and balance of funds allocated to this role to Alford Environmental LLC for the remainder of FY24/25;
- 3. Authorize signing authority for the Interim Executive Director and County staff; and
- 4. Direct the Interim Executive Director to develop an organizational work plan and staffing recommendations for the Conservancy in coordination with County staff

BACKGROUND:

In accordance with a Memorandum of Understanding (MOU) that was established between the Conservancy and the County of Yolo (County) in 2020, the County has provided a variety of ongoing administrative services that support the Yolo Habitat Conservancy and its implementation of the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP), including but not limited to assigning County staff to serve as the Executive Director of the Conservancy under the direction of the Conservancy's Board of Directors. Elisa Sabatini, the County staff member that most recently had a 0.25 FTE assignment as the Conservancy's Executive Director, left her position within the County's Department of Community Services in late October. The County is currently in the process of determining how to adjust their interim and more long-term staffing and staff assignments to redistribute the full suite of Ms. Sabatini's prior responsibilities while her prior position is vacant. At the same time, the overall workload and suite of responsibilities associated with implementation of the Yolo HCP/NCCP is anticipated to increase significantly over the next three years due to a variety of factors including expansion of the reserve system, review and issuance of take coverage for multiple large development projects, planning and implementation of several anticipated restoration projects to meet both mitigation and restoration commitments, and the need to analyze and potentially amend the Yolo HCP/NCCP to address new species listings.

County staff recommend that the Conservancy Board appoint Christine Alford to be the Interim Executive Director for the remainder of FY24/25 to oversee implementation of the Yolo HCP/NCCP in the short-term and direct her to lead the development of an organizational work plan and staffing recommendations to ensure the Conservancy has the capacity to address the suite of Yolo HCP/NCCP implementation responsibilities in the coming years. Ms. Alford has the experience, specialized skills and training necessary to fill the role as she served as the Deputy Director for the Conservancy from April 2014 through June 2020 and has provided ongoing Yolo HCP/NCCP implementation support over the past four years. If the proposed actions are approved by the Board, Ms. Alford would ensure continuity of current Conservancy operations and work closely with County staff to develop staffing recommendations that aim to optimize resource sharing amongst the agencies and would seek input from the Conservancy Board's Executive Management Committee prior to bringing a recommendation to the Board in tandem with the proposed FY25/26 budget.

In order to implement the recommendation above, staff recommend Board approval of the attached Fifth Amendment to the MOU with Yolo County (Attachment A) and First Amendment to the Agreement with Alford Environmental LLC (Attachment B) to transfer the Management Classification responsibilities and balance of funds allocated to this role to Alford Environmental LLC for the remainder of FY24/25. Additionally, staff recommend that the Board authorize the Interim Director and staff to have signing authority for contracts, financial, and other organizational documents. Pursuant to Yolo County Department of Financial Services (DFS) policy, the governing bodies of special districts and affiliate agencies utilizing DFS services must provide a signed authorizations form (Attachment C) to authorize the Interim Executive Director and/or a staff member's signing authority prior to DFS processing transactions requested by that staff member. The proposed reallocation of funds will not increase the Conservancy's overall budget or the total amount allocated to professional services as identified in the approved FY24/25 budget, therefore a budget amendment is not necessary. The County will continue to provide financial, legal, human resources, and all other general administrative services.

ATTACHMENTS:

Attachment A. Fifth Amendment to MOU with Yolo CountyAttachment B. First Amendment to Alford Environmental LLC AgreementAttachment C. Authorization Form



AGREEMENT NO. -___

(Amendment #5 to Agreement No. 20-91)

Fifth Amendment to Memorandum of Understanding Between the County of Yolo and the Yolo Habitat Conservancy Regarding Administrative Services

THIS FIFTH AMENDMENT to the June 2, 2020 Agreement with County of Yolo ("County") is entered into as of the 9th day of December 2024 by and between the Yolo Habitat Conservancy ("the Conservancy"), and County of Yolo ("Consultant"), who agree as follows:

AMENDMENT

1. The first paragraph of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

Scope of Services; Costs. As recited above, the Board of Directors of the Conservancy enters into this MOU to retain the County for services that include those set forth in Section 7.1 (Executive Director) of the Joint Powers Agreement and additional services within the scope of Exhibit A hereto. Consistent with this approach, the County will assign staff and/or contractors to provide the requested services. As of the execution of this MOU, the parties expect this will require the following staff assignments and anticipated costs based on current hourly rates:

2. Exhibit A, Agreement for Services Scope of Work, shall be replaced by the following scope of services:

The County Administrator's Office (CAO) and/or Department of Community Services (DCS) will be responsible for the general administration and shall serve as the Executive Director of the Yolo County Habitat Conservancy and administer the Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) pursuant to Section 7.1 of the Joint Powers Agreement of the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency under the direction of the Board of Directors. The County may recommend that the Conservancy delegate the Executive Director position and other administrative staff roles to another member agency(s) or contractor(s), and any action to implement such recommendation(s) by the Conservancy shall not require an amendment to this MOU unless necessary to address conflicting duties or for other good cause. In conjunction with the existing Memorandum of Understanding with the Yolo County Department of Financial Services, these two agreements for service will be inclusive of all administrative, legal, human resource, finance, budget, and related administrative functions, as well as all oversight and administration of programmatic functions of HCP/NCCP including permitting, acquisition of easements, and management and monitoring tasks that are consultant staffed.

3. Except as expressly amended herein, the terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered this Fifth Amendment by affixing their signatures hereafter.

YOLO HABITAT CONSERVANCY

By_____ Verna Sulplizio Hull, Chair Yolo Habitat Conservancy Board of Directors COUNTY OF YOLO

By_____ Lucas Frerichs, Chair Yolo County Board of Supervisors

Approved as to Form:

By______ Philip J. Pogledich, County Counsel Counsel to the Yolo Habitat Conservancy Attest: Julie Dachtler, Deputy Clerk Board of Supervisors

By____

Deputy (Seal)

Approved as to Form: Philip J. Pogledich, County Counsel

By E. May

Eric May, Senior Deputy

AGREEMENT NO. -___

(Amendment #1 to Short-Form Agreement No. 2024-05)

First Amendment to Agreement with Alford Environmental, LLC Consulting Scope of Services for the Yolo Habitat Conservancy

THIS FIRST AMENDMENT to the May 20, 2024, Agreement with Alford Environmental, LLC is entered into as of the 9th day of December 2024 by and between the Yolo Habitat Conservancy ("the Conservancy"), and Alford Environmental, LLC ("Consultant"), who agree as follows:

AMENDMENT TERMS

1. Paragraph 3 of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

Total compensation to Consultant shall not exceed the rates set forth in Attachment A, nor shall total compensation exceed \$230,000. Hourly rates shall not increase during the term of this Agreement.

2. CONTRACTOR shall perform the following ADDITIONAL personal services: During the period prescribed by the Board of Directors, facilitate the development of an organizational work plan and provide services within the responsibility of the Executive Director pursuant to Section 7.1 of the Conservancy's First Amended and Restated Joint Powers Agreement dated June 1, 2018.

3. Except as expressly amended herein, the terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered this First Amendment by affixing their signatures hereafter.

YOLO HABITAT CONSERVANCY

By_____ Verna Sulpizio Hull, Chair Yolo Habitat Conservancy Board of Directors CONSULTANT

By___

Christine Alford Alford Environmental, LLC

Approved as to Form:

By______ Philip J. Pogledish, County Counsel Counsel to the Yolo Habitat Conservancy

COUNTY OF YOLO

DEPARTMENT OF FINANCIAL SERVICES

P.O. BOX 1268

WOODLAND, CA 95776

(530) 666-8190

1	3	5	7	8	9	
PICK UP	GENERAL	DEPOSIT	JE/TSF	BUDGET		
GENERAL	CLAIMS	APPRVL.	DOC.	MOD.		
CHECKS	APPRVL	/	APPRVL	APPRVL		
UNLONG						
Х	Х	Х	Х	Х		
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Х	Х	Х				
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	-		-			
	noaru as appro		utes recorded a	i a regular disti	net meeting.	

^{Verna Sulpizio Hull} Board Chairman Signature

Date

Board Member Signature

Special Districts and Other Agencies Authorization Form - FY 2024-2025

	Fund:
	District Name: Yolo Habitat Conservancy
	Address: 292 West Beamer Street, Woodland, CA 95695
	Phone number: (530) 666-8041
	Contact: Stephanie Cormier
	AUTHORIZED SIGNATURE OF EMPLOYEE
	Signature:
	Print: Christine Alford
	Signature:
	Print: Stephanie Cormier
	Signature:
	Print: Charlie Tschudin
	Signature:
	Print:
	Signature:
	Print:
	Signature:
	Print:
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governing

Date

Signature:

Print:

Yolo Habitat Conservancy Board of Directors Meeting Meeting Date: 12/09/2024

SUBJECT

Approve 2025 Board Meeting Calendar

Staff Report Att. A. 2025 Board Calendar

Attachments

Information

Att. A. 2025 Board Calendar

Form Started By: Charlie Tschudin Final Approval Date: 12/06/2024 Form Review

Started On: 12/06/2024 08:49 AM



Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento City of Woodland • University of California, Davis

- To: Verna Sulpizio Hull, Chair Members of the Board
- From: Leslie Lindbo Yolo County Director of Community Services
- Re: Approve 2025 Board Meeting Calendar
- Date: December 9, 2024

REQUESTED ACTIONS:

1. Approve 2025 Board Meeting Calendar

BACKGROUND:

For calendar year 2025, staff recommends the attached calendar. The calendar retains the historical third Monday of every other month Board meeting, except for the January and November meetings which have been shifted to accommodate holidays.

ATTACHMENTS:

Attachment A. 2025 Board Calendar

Yolo Habitat Conservancy

SCHEDULE OF MEETINGS – 2025

MONTH	DATE
January	January 27
February	No meeting
March	March 17
April	No meeting
Мау	May 19
June	No meeting
July	July 21
August	No meeting
September	September 15
October	No meeting
November	No meeting
December	December 8

YHC Board meetings are held from 5:30-7:00 pm.

Yolo Habitat Conservancy Board of Directors Meeting Meeting Date: 12/09/2024

Information

SUBJECT

Authorize staff to execute Master Services Agreements with Geocon Consultants, Inc., Frame Surveying and Mapping, Laugenour and Meikle, Bender Rosenthal, Inc., and Garland & Salmon to provide on-call services that support reserve system acquisitions through June 30, 2027

Attachments

Staff Report

Att. A. Master Services Agreement Template

Att. B. General Scope for Environmental Services

Att. C. General Scope for Surveying and Mapping Services

Att. D. General Scope for Appraisal Services

Form Review

Form Started By: Charlie Tschudin Final Approval Date: 12/06/2024 Started On: 12/06/2024 08:56 AM



Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento City of Woodland • University of California, Davis

То:	Verna Sulpizio Hull, Chair Members of the Board
From:	Leslie Lindbo Yolo County Director of Community Services
Re:	Authorize staff to execute Master Services Agreements with Geocor Frame Surveying and Mapping, Laugenour and Meikle, Bender Rose

Authorize staff to execute Master Services Agreements with Geocon Consultants, Inc., Frame Surveying and Mapping, Laugenour and Meikle, Bender Rosenthal, Inc., and Garland & Salmon to provide on-call services that support reserve system acquisitions through June 30, 2027

Date: December 9, 2024

REQUESTED ACTIONS:

- 1. Authorize staff to execute a Master Services Agreement with Geocon Consultants, Inc. for up to \$125,000 to provide on-call environmental services, with a term through June 30, 2027;
- 2. Authorize staff to execute a Master Services Agreement with Frame Surveying and Mapping for up to \$50,000 to provide on-call surveying services, with a term through June 30, 2027;
- 3. Authorize staff to execute a Master Services Agreement with Laugenour and Meikle for up to \$100,000 to provide on-call surveying services, with a term through June 30, 2027;
- 4. Authorize staff to execute a Master Services Agreement with Bender Rosenthal, Inc. for up to \$75,000 to provide on-call appraisal services, with a term through June 30, 2027; and
- 5. Authorize staff to execute a Master Services Agreement with Garland & Salmon for up to \$75,000 to provide on-call appraisal services, with a term through June 30, 2027.

BACKGROUND:

A variety of specialized services are necessary to complete due diligence requirements and enroll properties into the Yolo HCP/NCCP reserve system. To facilitate the efficient completion of some of the most commonly needed tasks, the Conservancy issued three separate requests for proposals (RFPs) for on-call services in early November: 1) Environmental Services RFP, 2) On-Call Survey, Mapping, and Legal Description Services RFP, and 3) Real Estate Property Appraisal Services RFP. The RFPs were sent directly to 29 different firms (8-12 firms were identified for each RFP solicitation) that had been identified as being qualified for the services being requested based on research conducted by Conservancy representatives and/or had been recommended by staff from member agencies, other Habitat Conservation Plans, land trusts, and other organizations that regularly require similar services. In addition to sending out RFP materials directly to identified firms, the RFPs were posted on the Conservancy's website, the Environmental Services RFP was sent to the California Association of

Environmental Professionals to be distributed to their membership, and the Survey, Mapping, and Legal Description Services RFP was sent to the California Land Surveyor Association for distribution to their membership. Responses to the RFPs were due on December 2nd. Every firm that submitted a proposal was evaluated based on their written proposal, cost/value of services, past work with the Conservancy (if applicable), references, and whether their expertise is well suited to address the particular needs associated with the Conservancy's current and anticipated suite of acquisitions.

Conservancy staff recommend authorization to execute Master Services Agreements with each of the firms identified below for on-call services to be provided through June 30, 2027. Each Master Services Agreement will follow the Conservancy's existing contract template (Attachment A) with minor modifications subject to the review and approval of the Conservancy's legal counsel. Services consistent with each Master Services Agreement will be requested on an as-needed basis using task orders issued by the Executive Director that provide a specific scope of work, project cost, deadline, deliverables, and other details specific to individual projects. The general scope of services for environmental services, survey and mapping services, and appraisal services are provided as Attachments B, C, and D. Expenditures associated with these Master Services Agreements that are anticipated to occur within the remainder of the current fiscal year are consistent with the adopted FY24-25 budget. The maximum contract amounts and general task descriptions are provided below for each contract.

Summary of Master Services Agreements recommended for approval:

Geocon Consultants, Inc.: The proposed Master Services Agreement with Geocon Consultants, Inc. is for up to \$125,000 to provide on-call environmental services through June 30, 2027. The services to be provided include Phase 1 Environmental Site Assessments, Mineral Assessment Reports, and other environmental evaluations as-needed to provide adequate information regarding the potential presence of any hazardous materials and other risks that may impair the conservation values of a property or otherwise pose a liability risk to the Conservancy if enrolled in the Yolo HCP/NCCP reserve system. Geocon Consultants, Inc. has completed assessments for the Conservancy for six previously enrolled Yolo HCP/NCCP reserve system sites under prior contracts and have demonstrated that they have the specific expertise and ability to provide high-quality specialized services in a timely manner.

Frame Surveying and Mapping: The proposed Master Services Agreement with Frame Surveying and Mapping is for up to \$50,000 to provide on-call surveying and mapping services through June 30, 2027. The services to be provided include the preparation of legal surveys and survey maps to delineate conservation easement areas and access easements, boundary surveys, and other surveying and mapping services as needed to support reserve system site enrollment and restoration efforts. Frame Surveying and Mapping has not provided services to the Conservancy in the past; however, they have provided surveying and mapping services in Yolo County for over thirty years to clients including Yolo County, the City of Davis, and the University of California.

Laugenour and Meikle: The proposed Master Services Agreement with Laugenour and Meikle is for up to \$100,000 to provide on-call surveying and mapping services through June 30, 2027. The services to be provided include the preparation of legal surveys and survey maps to delineate conservation easement



areas and access easements, boundary surveys, and other surveying and mapping services as needed to support reserve system site enrollment and restoration efforts. Laugenour and Meikle has provided surveying and mapping services to a variety of clients in Yolo County for over seventy years. They have prepared legal descriptions, easement exhibits, and record of survey maps for the Conservancy under prior contracts to identify and record conservation easement areas and associated access easements to ensure the Conservancy has legally enforceable access to manage and monitoring sites enrolled in the Yolo HCP/NCCP reserve system.

Bender Rosenthal, Inc.: The proposed Master Services Agreement with Bender Rosenthal, Inc. is for up to \$75,000 to provide on-call appraisal services through June 30, 2027. Bender Rosenthal, Inc. has provided appraisal services for the Conservancy for two properties under prior contracts and have demonstrated that they have the skill and experience necessary to successfully prepare conservation easement appraisals for lands in and around urban areas within the region that meet the rigorous appraisal standards required by the Wildlife Conservation Board and U.S. Fish and Wildlife Service grant programs. The ability to successfully navigate state and federal appraisal standards and review processes are of critical importance to the Conservancy due to the Yolo HCP/NCCP's reliance on state and federal funding to achieve a significant portion of its land conservation commitments.

Garland & Salmon: The proposed Master Services Agreement with Garland & Salmon is for up to \$75,000 to provide on-call appraisal services through June 30, 2027. Garland & Salmon has provided appraisal services for the Conservancy for four properties under prior contracts. They have demonstrated through land valuations conducted for the Conservancy and other agencies they have the skills and experience necessary to successfully prepare conservation easement appraisal standards required by the Wildlife Conservation Board and U.S. Fish and Wildlife Service grant programs. The ability to successfully navigate state and federal appraisal standards and review processes are of critical importance to the Conservancy due to the Yolo HCP/NCCP's reliance on state and federal funding to achieve a significant portion of its land conservation commitments.

ATTACHMENTS:

Attachment A. Master Services Agreement Template Attachment B. General Scope for Environmental Services Attachment C. General Scope for Surveying and Mapping Services Attachment D. General Scope for Appraisal Services



AGREEMENT NO.

THIS AGREEMENT is made this __this day of _____ 20_, by and between the Yolo Habitat Conservancy (referred to hereinafter as the "Conservancy"), and _____ ("Consultant"), who agree as follows:

AGREEMENT

1. Consultant shall provide the provide on-call ________ services. Specific services to be performed will be identified by written task orders provided to the Consultant by the Conservancy on an as-needed basis. Task orders may include any of the services described in <u>Attachment A</u> hereto.

2. Consultant shall perform said services between December 16, 2024 and June 30, 2027. Either party may terminate this Agreement for any reason by providing thirty (30) days advance written notice of termination to the other party. In addition, the Conservancy may suspend work under this Agreement at any time by providing written notice to Consultant, who shall cease all work immediately upon receipt thereof until otherwise directed by the Conservancy.

3. Total compensation to Consultant shall not exceed the hourly rates set forth in Attachment A, nor shall total compensation exceed \$_____.00. Hourly rates shall not increase during the term of this Agreement.

4. During the term of this Agreement, Consultant shall maintain the insurance described in <u>Attachment B</u> hereto at its sole cost and expense.

5. Consultant shall be paid on an hourly or lump sum basis per assignment in accordance with the terms specified in the individual Task Order. Consultant may request a deposit upon acceptance of a task order of no more than 50% of the rate for the requested service(s). The remaining balance owed by the Conservancy shall be provided at the completion of services under a task order. All payments shall be handled in the manner and timeframe described below. To the extent the Conservancy determines that the deposit and final payment approach described in this paragraph conflicts with the requirements of a grant that is available to reimburse the services provided by Consultant, the requirements of the grant shall control if Consultant accepts a task order for such work.

For services provided on an hourly basis, Consultant shall submit an invoice detailing the services provided on a monthly basis, the amount of time spent providing the service, the rate per hour, and an itemization of the actual expenses for which reimbursement is requested.

If requested by the Conservancy, Consultant shall provide any further documentation to verify the compensation and reimbursement sought by Consultant. All services provided by Consultant which may be eligible for grant reimbursement shall be invoiced in a manner (generally, by grant and task) that meets applicable requirements for reimbursement from available grant funds. At the option of the Conservancy, this may include using a billing template for time entries. Within fifteen (15) calendar days of the receipt of Consultant's detailed invoice, the Conservancy shall either authorize payment for the initial deposit or for services performed to its reasonable satisfaction, or advise Consultant in writing of any concerns that the Conservancy has with the invoice and any need for further documentation. The Conservancy shall use reasonable efforts to ensure that the County Auditor-Controller processes payment of each invoice with forty-five (45) calendar days after the Conservancy approves payment.

There shall be no penalty for late payments.

6. With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, Consultant shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the Consultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of

whether or not it is caused in part by a party indemnified hereunder. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. In providing any defense under this section, Consultant shall use counsel reasonably acceptable to the County Counsel.

7. Consultant shall comply with all applicable laws and regulations, including but not limited to any that are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Consultant shall defend the Conservancy and reimburse it for any fines, damages or costs (including attorneys' fees) that might be incurred or assessed based upon a claim or determination that Consultant has violated any applicable law or regulation.

8. This Agreement is subject to the Conservancy, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the Conservancy's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the Conservancy may terminate this Agreement by giving ten (10) days advance written notice thereof to the Consultant, in which even the Conservancy shall have no obligation to pay the Consultant any further funds or provide other consideration and the Consultant shall have no obligation to provide any further services under this Agreement.

9. If Consultant fails to perform any part of this Agreement, the Conservancy may notify the Consultant of the default and Consultant shall remedy the default. If Consultant fails to do so, then, in addition to any other remedy that Conservancy may have, Conservancy may terminate this Agreement and withhold any or all payments otherwise owed to Consultant pursuant to this Agreement.

10. Consultant understands that he/she is not an employee of the Conservancy and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

11. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the Conservancy. Consultant shall deliver all of the foregoing to the Conservancy upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, Consultant shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to the Conservancy for audit and discovery purposes.

12. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act. In the event of any conflict between the provisions of this Agreement and either of the attachments hereto, the provision requiring the higher level of performance from Consultant shall govern.

13. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State Court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

Consultant	Conservancy
Consultant's Signature	, Executive Director
Printed Name	
	Approved as to Form:
Street Address/PO Box	By:
	Philip J. Pogledich, County Counsel
City/State/Zip	Counsel to the Yolo Habitat Conservancy
Phone	

ATTACHMENT A

SCOPE OF SERVICES

[SEE STAFF REPORT ATTACHMENTS B, C, AND D FOR SCOPE OF SERVICES SPECIFIC TO EACH TYPE OF SERVICE TO BE PROVIDED]

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.

 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/occurrence

 \$2,000,000/aggregate.
 Image: Comprehensive
 Comprehensive
 Comprehensive
 Comprehensive

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

The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Yolo Habitat Conservancy before the Yolo Habitat Conservancy's own insurance or self insurance shall be called upon to protect it as a named insured.

2. <u>The Yolo Habitat Conservancy, its officers, agents, employees and volunteers shall be</u> named as additional insured on all but the workers' compensation and professional liability <u>coverages.</u> (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.

ATTACHMENT B

Environmental Scope of Services

Contract Services

("Consultant") shall provide engineering geologic and environmental services to Yolo Habitat Conservancy ("Conservancy") staff and representatives on an as-needed basis. Specific services to be performed will be identified by written task orders provided to the Consultant by the Conservancy. Task orders may include any of the following services:

- 1. **Minerals Assessment:** A California Professional Geologist will assess the potential presence of economic quantities of mineral resources on and near candidate conservation easement properties and provide an opinion for each property regarding the likelihood that mineral rights held by others would be exercised and mineral extraction conducted at the property in such a way that would be incompatible with the intent of a conservation easement. *Incompatible* generally implies large-scale surface extraction methods that would largely prevent the land use that is intended to be conserved. Based on the findings of the minerals evaluation, if appropriate, Geocon will provide a minerals remoteness opinion stating that "the probability that any third party holder of mineral rights in the easement area will extract or remove minerals from the easement area by surface mining has been determined by a qualified professional geologist to be so remote as to be negligible."
- 2. Phase 1 Environmental Site Assessment (ESA): Obtain information regarding the potential for existing hazardous substances or petroleum product impacts at candidate conservation easement site properties by performing Phase 1 ESAs in general accordance with the American Society for Testing and Materials (ASTM) Designation E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and in accordance with the requirements of 40 Code of Federal Regulations (CFR) Part 312 titled Standards and Practices for All Appropriate Inquiries (AAI), as required under Sections 101(35)(B)(ii) and (iii) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).
- 3. **Phase 2 ESA:** Evaluate the presence, or absence of, petroleum products or hazardous substances in the subsurface of the site. A trained, licensed, experienced staff of geologists and engineers that possesses expertise in Phase II Environmental project design performs these assessments per the ASTM *Designation E 1903-11 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process.*
- 4. **Professional Assistance:** Advise the Conservancy on matters related to geologic and environmental issues.

Task Orders and Rates

The Consultant shall only invoice for specific tasks associated with this Agreement that are specified in an executed Task Order. When services are needed by the Conservancy, the Consultant will be asked to provide a cost and estimated timeframe for specific services at specific location(s). Each request for services sent to the Consultant by the Conservancy will specify the work to be done and any applicable standards and grant funding requirements when applicable. The Consultant shall provide a response to a request for services that includes:

- Detailed description of work to be performed and deliverables
- Not to exceed total cost to accomplish the specified work

• Timeframe for starting specified work and duration of work from start to completion

Under most circumstances the Consultant will be providing services for specific tasks on a flat-fee basis that is determined prior to the execution of a Task Order. In circumstances where the Task Order relates to providing limited evaluation or other intermittent advisory services, the Consultant will charge an hourly rate based on the rate sheet provided below. Each Task Order will specify if it is to be paid on a flat-fee or hourly rate basis.

[Rate sheet specific to each consultant to be included in the final document]

ATTACHMENT C

Surveying and Mapping Services

Contract Services

("Consultant") shall provide surveying and mapping services to Yolo Habitat Conservancy ("Conservancy") staff and representatives on an as-needed basis. Specific services to be performed will be identified by written task orders provided to the Consultant by the Conservancy. Task orders may include any of the following services:

- 1. Prepare legal descriptions for new easements
- 2. Conduct legal description review and analysis
- 3. Conduct title report review and analysis
- 4. Prepare construction and boundary staking
- 5. Prepare lot line adjustment documents
- 6. Conduct ALTA/ACSM Land Title Surveys
- 7. Prepare Record of Survey maps
- 8. Prepare topographic maps
- 9. Advise or assist the Conservancy on matters related to legal description and mapping issues

All tasks are to be completed under the direct supervision of a California Licensed Land Surveyor and all survey maps prepared shall be stamped by a California Licensed Land Surveyor and include the date of the survey. The accuracy of all surveys shall meet U.S. National Mapping Standard and be second order or better. Horizontal location of monuments shall be based on NAD 83 California grid coordinates, Zone II and corresponding NAD 83 California grid coordinates, Zone II shall be shown on the maps and tables for aerial mapping control points. Elevations shall be based on NAVD88 unless instructed otherwise. It is anticipated that maps, legal descriptions, and other deliverables will be submitted to the Conservancy electronically as pdf files although alternative deliverable criteria may be specified within the individual Task Orders.

Task Orders and Rates

The Consultant shall only invoice for specific tasks associated with this Agreement that are specified in an executed Task Order. When services are needed by the Conservancy, the Consultant will be asked to provide a cost and estimated timeframe for specific services at specific location(s). Each request for services sent to the Consultant by the Conservancy will specify the work to be done and any applicable standards and grant funding requirements when applicable. The Consultant shall provide a response to a request for services that includes:

- Detailed description of work to be performed and deliverables
- Not to exceed total cost to accomplish the specified work
- Timeframe for starting specified work and duration of work from start to completion

Under most circumstances the Consultant will be providing services for specific tasks on a flat-fee basis that is determined prior to the execution of a Task Order. In circumstances where the Task Order relates to providing evaluation or other intermittent advisory services, the Consultant will charge an hourly rate based on the rate sheet provided below. Each Task Order will specify if it is to be paid on a flat-fee or hourly rate basis.

[Rate sheet specific to each consultant to be included in the final document]

ATTACHMENT D

Appraisal Assistance Scope of Services

Contract Services

("Consultant") shall provide appraisal services to Yolo Habitat Conservancy ("Conservancy") staff and representatives on an as-needed basis. Specific services to be performed will be identified by written task orders provided to the Consultant by the Conservancy. Task orders may include the following services:

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

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

Task Orders and Rates

The Consultant shall only invoice for specific tasks associated with this Agreement that are specified in an executed Task Order. When services are needed by the Conservancy, the Consultant will be asked to provide a cost and estimated timeframe for specific appraisal services at specific location(s). Each request for services sent to the Consultant by the Conservancy will specify the work to be done and any applicable appraisal standards or grant funding requirements. The Consultant shall provide a response to a request for services that includes:

- Detailed description of work to be performed and deliverables
- Not to exceed total cost to accomplish the specified work
- Timeframe for starting specified work and duration of work from start to completion

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

the Consultant is selected for a specific project, the Conservancy will issue a Task Order that provides a description of the project, the cost for the specified work, and timeframe for the project.

Under most circumstances the Consultant will be providing appraisal services for a specific site on a flatfee basis that is determined prior to the execution of a Task Order. In circumstances where the Task Order relates to providing advisory or other intermittent advisory services, the Consultant will charge an hourly rate based on the rate sheet provided below. Each Task Order will specify if it is to be paid on a flat-fee or hourly rate basis.

[Rate sheet specific to each consultant to be included in the final document]

Yolo Habitat Conservancy Board of Directors Meeting Meeting Date: 12/09/2024

SUBJECT

Recognition of Will Arnold, Victoria Fernandez, and Elisa Sabatini for outstanding service to the Yolo Habitat Conservancy

No file(s) attached.

Attachments

Information

Form Started By: Charlie Tschudin Final Approval Date: 12/06/2024 Form Review Started On: 12/06/2024 09:06 AM