

YOLO COUNTY HABITAT JOINT POWERS AGENCY
YOLO NATURAL HERITAGE PROGRAM

JPA BOARD MEETING

Draft Minutes: August 3, 2009

Prepared by: Maria Wong

JPA Board Members present:

Marjorie Dickinson, UC Davis
Martie Dote, City of Woodland
Matt Rexroad, Yolo County
Stephen Souza, City of Davis
Helen Thomson, Yolo County

JPA Board Alternates present:

None

Staff present:

Maria Wong, Executive Director

Minutes

1. **The meeting was called to order at 5:35 p.m.**
2. **Approval of Agenda Order**
- (Dote moved and Rexroad seconded 4-0)
3. **Public Comment** – None
4. **Board Correspondence** – Wong reported that the JPA received a \$384,081 reimbursement payment on the 2005 Section 6 DFG contract. Wong also informed the Board that a Section 6 grant proposal for 2010 was in preparation.
5. **CONSENT CALENDAR**
 - (a) **Approval of Board Minutes – June 15, 2009**
 - (b) **Ratify the First Amendment to the Planning Agreement extending the duration of the Agreement to February 8, 2013.**
 - (c) **Approve Second Amendment to SAIC consultant contract amending the scope of work and budget.**
 - (d) **Authorize the Chairwoman to execute sign on letters to Senators Boxer and Feinstein, and Department of Interior Deputy Secretary Hayes requesting that DOI reinstate its prior policy allowing the use of local HCP mitigation fees as match for Section 6 HCP Land Acquisition Grants.**
 - (e) **Executive Director Report.**

Approved as submitted (Souza moved and Rexroad seconded 4-0)

REGULAR AGENDA

- 6. Presentation, discussion and Board direction regarding progress on the HCP/NCCP effort** – Marc Ebbin and David Sunding, YNHP consultant team.
(See PowerPoint slideshows for more detail)

Marc Ebbin gave an overview of the planning process to date, including updating the Board on the status of the draft conservation strategies for the Upland, the Ag-Habitat, and the Riparian natural communities. The consultant team is working with the Steering Advisory Committee and the SAC working groups to ensure that stakeholder needs are met as the planning process continues. Ebbin explained the draft list of covered activities. David Sunding explained the Ag-Habitat model in more detail. After discussion the Board commended the consultant team and encouraged staff and the consultants to continue the good work.

- 7. Adopt Resolution amending the 2009-10 budget to authorize one additional FTE limited term position and to increase available funding for staff support by \$71,086.**

Wong presented the item. Rexroad asked what had changed since the budget was adopted in June to warrant approving the request. Wong responded that local and state staff furloughs, increased public interest in the planning effort, and an aggressive schedule to complete the HCP/NCCP document collectively made it difficult to maintain the current workload with existing staff. After discussion, **Souza** moved, **Dote** seconded. Motion failed 3-1 by the following vote:

Dote: Yes
Rexroad: No
Souza: Yes
Thomson: No

- 8. Consider a request from Yolo Land Trust that the Habitat JPA hold and administer the Putah Creek Mitigation Bank Management Endowment.**

Wong presented the item. Dickinson requested that staff confirm that the Long Tem Management Plan endowment was sufficient before agreeing to hold and manage the fund. Sousa expressed support for the partnership between YLT and the JPA. After discussion **Rexroad** moved, **Sousa** seconded 4-0.

- 7. Board Adjourned at 8:25 p.m. to September 21, 2009, at 5:30 pm.**

Accepted:

**Helen M. Thomson, Chairwoman
Board of Directors**

Staff Report

TO: Chair and Board Members
Yolo County Habitat JPA

FROM: Maria Wong
Executive Director

DATE: September 21, 2009

SUBJECT: Approve Third Amendment to SAIC consultant contract amending the scope of work and budget.

Requested Action:

- Approve the Third Amendment to SAIC consultant contract as to form and authorize the Chairwoman to execute said contract amendment pending final approval by JPA counsel.
-

BACKGROUND:

The Board approved a contract with SAIC in January 2009 for services related to the Yolo NHP. Staff recommends amending the contract to add additional tasks to prepare the Public Draft HCP/NCCP document, revise the budget accordingly, and to extend the term of the contract through March 31, 2010.

Consultant contracts approved in January of this year contained a detailed scope of work and budget for work related to the production of “work draft” chapters of the HCP/NCCP document. Significant progress has been made: the first three chapters (Introduction, Existing Ecological Conditions, and Covered Activities) have been released in draft form for early input to the Steering Advisory Committee, the wildlife agencies (FWS and CDFG) and the public. Key elements of Chapter 5, the Conservation Strategy chapter, have also been released for public review and an early working draft of the chapter is schedule for release in October. Last, staff expects to bring a consultant contract for the EIS/EIR document for the Board’s approval at the October meeting.

ANALYSIS:

The tasks to be added or amended to the current contract scope of work, further detailed in Exhibit A to the attached Contract Amendment, are as follows:

Task 17. Prepare Supplemental Chapters/Sections of the Plan Document

Task 18. Draft Plan Review and Revision Cycles

Subtask 18.1. 1st Administrative Draft HCP/NCCP

Subtask 18.2. 2nd Administrative Draft HCP/NCCP

Subtask 18.3. Public Draft HCP/NCCP

Task 19. Coordination/Support to NEPA/CEQA Consultant

Task 23. Formal Team Meetings

Task 24. SAIC Project Management

FISCAL IMPACT: This amendment increases the contract budget by \$527,856 to \$962,430. Funding for this works comes from reprogrammed WMT funds, and the 2007 and 2009 Section 6 federal grants.

Attachment A: Draft Third Amendment to SAIC Agreement

ATTACHMENT A

**THIRD AMENDMENT TO AGREEMENT BETWEEN THE YOLO COUNTY
HABITAT/NATURAL COMMUNITY CONSERVATION PLAN
JOINT POWERS AGENCY AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION ("SAIC")**

This Third Amendment to the January 12, 2009 agreement between the parties is made and entered into as of September 21, 2009, by and between the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency ("JPA") and Science Applications International Corporation or "SAIC" ("Contractor").

RECITALS

WHEREAS, Contractor was previously retained to provide services related to the Yolo Natural Heritage Program to the JPA under a contract (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to modify the scope of work and budget as outlined on Exhibit A.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

AGREEMENT

- 1. Section V "Term and Termination", Paragraph A, is revised as follows:

The term of this Agreement shall be from January 6, 2009 to March 31, 2010 unless otherwise terminated in accordance with this Agreement, or extended by the JPA.

- 2. Except as specifically amended by this document and by prior amendments to the original Agreement, the original Agreement shall remain in full force and effect according to its terms.

- 3. The Revised Scope of Work and budget attached is hereby incorporated into the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

YOLO COUNTY HABITAT/NATURAL
COMMUNITY CONSERVATION PLAN
JOINT POWERS AGENCY

SCIENCE APPLICATIONS
INTERNATIONAL CORPORATION

By _____
Helen M. Thomson, Chairwoman
Board of Directors

By _____

Approved as to Form:

Robyn Truitt Drivon, County Counsel
By Philip J. Pogledich, Senior Deputy
Attorneys for the Yolo County
Habitat/Natural Community Conservation Plan
Joint Powers Agency



17 June 2009

Ms. Maria Wong
Executive Director
Yolo County Habitat/Natural Community Conservation Plan JPA
120 West Main Street, Suite C
Woodland, CA 95695

Dear Ms. Wong:

SAIC is pleased to provide this Time and Materials (T&M) proposal to amend the current contract ('Agreement Dated January 12, 2009') with the Yolo Joint Powers Authority (JPA) to continue to support the JPA and your other consulting team firms in the development of the Yolo Natural Heritage Program (NHP) Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP).

While the SAIC Scope of Work (Exhibit A) in this proposal includes 24 tasks, the schedule and cost estimate provided in this proposal cover only SAIC's effort on the following tasks: 17-19, 23 and 24.

Schedule

The work effort described in Tasks 17-19, 23 and 24 will be completed by March 31, 2010 based on the assumption that an executed agreement will be received by SAIC by August 1, 2009 and on all other assumptions contained in the Scope of Work (Exhibit A).

Cost Estimate

Estimated costs for implementing Tasks 17-19, 23 and 24 in the Scope of Work as described in Exhibit A for the period August 1, 2009 through March 31, 2010 are presented in Exhibit B. The scope of services and costs for other tasks in the Scope of Work were identified in the initial contract with Yolo JPA dated January 6, 2009. SAIC shall not be obligated to continue performance under this contract if to do so would result in SAIC exceeding the approved funded value. It is SAIC's assumption that we will have the freedom to use funds and shift funds among tasks as necessary to accomplish the various tasks most efficiently.

Terms and Conditions

All previously negotiated Terms and Conditions under the Agreement Dated January 12, 2009 will apply in full to any contract modification award as a result of this proposal.

Contacts

If you have questions regarding the technical proposal you may contact Dr. Paul Cylinder at 916.730.1385.

The undersigned individual has the authority to bind SAIC to agreements and may be contacted during the proposal evaluation period. This proposal is good for thirty (30) days following submittal date.

Sincerely,
Science Applications International Corporation



for Gil Olivas
Senior Contracts Representative
Phone: (858) 826-6455

Enclosure: Exhibit A - SAIC SOW
Exhibit B - T&M Cost Estimate

Exhibit A – SAIC Scope of Work

Yolo Natural Heritage Program NCCP/HCP Plan Development

(June 15, 2009)

The following scope of work describes the tasks to be performed by Science Applications International Corporation (SAIC) in development of the Yolo Natural Heritage Program Habitat Conservation Plan/Natural Community Conservation Plan (Yolo NHP HCP/NCCP). This scope identifies the major tasks to complete the HCP/NCCP. However, tasks funded in the initial contract are not covered under this scope of work. The cost estimate for SAIC's effort is under the tasks described in this scope of work are provided for in Exhibit B.

All work conducted by SAIC will be under the direction of the Yolo Joint Powers Authority (JPA) program manager (PM). The Yolo JPA has a consultant team of which SAIC is one member firm. The consultant team includes the following other firms: Technology Associates (TAIC), L-Studio, Berkeley Economic Consultants (BEC), and Ebbin, Moser + Skaggs (EMS). The Yolo JPA PM coordinates and directs the management of the consultant team. Individual firms are responsible for different parts of the HCP/NCCP development and SAIC does not have control or responsibility for products or schedules of other firms on the consultant team.

Project Schedule

The period of performance for this scope of work is August 1, 2009 to March 31, 2010.

SAIC's completion of products within the desired timeframe depends on the completion of products and reviews by various firms on the consultant team, the Yolo NHP Board of Directors, the Yolo NHP Steering Advisory Committee, and the Yolo JPA PM for which SAIC does not have control or responsibility. SAIC's maintenance of the planned schedule is dependent on the timeliness of products and reviews by these other entities (anticipated review times would be two (2) weeks or less).

TASKS

SAIC's specific tasks and task assumptions are described below. Tasks to be completed under SAIC's initial contract scope of work and funding are noted here, but no description of the scope of work is provided for them (see existing contract for the description of the scopes of these tasks).

Task 1.0 Finalize the Covered Species List

Task is covered under initial contract scope of work and funding.

Task 2.0 Finalize Species Accounts

4242 Campus Point Court M/S D-4, San Diego, CA 92121
Phone: 858-826-6455, Fax: 858-826-6094
olivasg@saic.com

Task is covered under initial contract scope of work and funding.

Task 3.0 Goals and Principles for Landscape Conservation & Preserve Design

Task is covered under initial contract scope of work and funding.

Task 4.0 Finalize Evaluation and Assessment Tools (Predictive Distribution Models and species locality data) for Species Prioritization and Analysis

Task is covered under initial contract scope of work and funding.

Task 5.0 Finalize the Agriculture Conservation Planning Tools

Task is covered under initial contract scope of work and funding.

Task 6.0 Develop and Finalize Alternatives and Identify Proposed Conservation Strategy and Preserve Design

Task is covered under initial contract scope of work and funding.

Task 7.0 Quantitative Conservation Calculations

Task is covered under initial contract scope of work and funding.

Task 8.0 Develop the Implementation Approach and Structure including Plan Management, Funding, Administration, and Governance

Task is covered under initial contract scope of work and funding.

Task 9.0 Identify and Describe Covered Activities that May Affect Resources in the Plan Area

Task is covered under initial contract scope of work and funding.

Task 10.0 Conduct the Impact Assessment

Task is covered under initial contract scope of work and funding.

Task 11.0 Coordinate General Plan policies with NCCP

Task is covered under initial contract scope of work and funding.

Task 12.0 Coordination with Other Planning Processes

Task is covered under initial contract scope of work and funding.

Task 13.0 Outreach to Local Colleges/Universities

Task is covered under initial contract scope of work and funding.

Task 14.0 Public Outreach and Communication

Task is covered under initial contract scope of work and funding.

Task 15.0 Prepare Introduction and Existing Conditions Chapters

This task was completed under separate contract, scope of work, and budget (Phase II).

Task 16.0 Design Draft Adaptive Management and Monitoring Framework Plan

Task is covered under initial contract scope of work and funding.

Task 17.0 Prepare Supplemental Chapters/Sections of the Plan Document

Once the core chapters of the HCP/NCCP are complete, SAIC will develop these supplemental chapters/sections:

- **Acronyms and Abbreviations used in the HCP/NCCP.** Lists the acronyms and abbreviations used in the document.
- **Glossary.** A list of terms and their definitions used in the document.
- **List of Preparers.** Identifies the individuals involved in the preparation of this document.
- **Literature Cited.** A comprehensive bibliography of references cited in the text.

Meetings: No additional meetings required under this task.

Deliverables: Supplemental sections/chapters.

Assumptions:

- SAIC will prepare first drafts of Acronyms and Abbreviations, Glossary, List of Preparers, and References (i.e., literature and personal communications cited in the HCP/NCCP document)
- TAIC, EMS, and BEC will provide SAIC with full citations and documentation of personal communications cited in document sections prepared by those firms.

- This task assumes that the Yolo JPA PM is responsible for the collection of paper or electronic copies of cited materials if desired for the administrative record or maintenance of a program library

Task 18.0 Draft HCP/NCCP Plan Assembly, Review, and Revision Cycles

SAIC will assemble the HCP/NCCP chapters into a single Yolo HCP/NCCP document. SAIC will coordinate with other consultant team firms to incorporate text, tables, and graphics and in some cases whole chapters from those firms into the draft plan document. The chapters will be reconciled for consistency of presentation and appearance. Necessary connecting language will be added and modified to create a single document from the various chapters and appendices.

The draft plan will undergo three review cycles before finalization for public release.

- (1) **First Administrative Draft HCP/NCCP** - This “internal administrative review draft” will be prepared for review by the consultant team, JPA staff, and the wildlife agencies.
- (2) **Second Administrative Draft HCP/NCCP** - This “preliminary public draft” will be prepared based on comments on the internal review draft and distributed to the public through the Steering Advisory Committee;
- (3) **Public Draft HCP/NCCP** - This “revised public review” draft will be prepared based on input received during the Steering Advisory Committee and wildlife agency review process and distributed for formal public input and comment.

SAIC will maintain a tabular record of how comments received on administrative and preliminary public review draft documents were addressed. This comment disposition table will include the commenter name, page/line numbers of the comment, the comment text, and a statement of the disposition of the comment by SAIC. Reviewers are expected will use SAIC standard comment forms for their reviews.

SAIC will coordinate document revisions with the other consultant team firms and it is expected that any substantial revisions to sections or chapters prepared by other consultant team firms will be the responsibility of those firms and not SAIC.

Meetings:

- SAIC will attend up to 2 meetings with the JPA PM and Consultant Team (up to 3 SAIC staff) and participate in up to 6 conference calls (average 2 staff per call) with the JPA PM and Consultant Team to coordinate revisions to the review documents
- Meetings with the wildlife agencies and SAC to receive comments to 2 review documents are assumed to be covered under meetings with these entities described in other tasks.

Deliverables: First administrative draft HCP/NCCP; Second administrative draft HCP/NCCP; Public draft HCP/NCCP.

Assumptions:

- It is expected that any substantial revisions to sections or chapters prepared by other consultant team firms (TAIC, EMS, BEC, L-Studio) will be the responsibility of those firms and not SAIC.
- TAIC will provide SAIC with all electronic files of figures and tables, GIS data, and all other data sets and models to allow SAIC to revise HCP/NCCP figures, graphics, and tables as needed for the various draft documents.
- TAIC will prepare and provide SAIC with all technical appendices necessary for the HCP/NCCP.
- BEC will prepare and provide to SAIC the implementation cost chapter of the HCP/NCCP and will provide revisions to that chapter following all comment cycles.
- EMS and BEC will prepare and provide to SAIC the funding sources chapter of the HCP/NCCP and will provide revisions to that chapter following all comment cycles.
- L-Studio will provide SAIC a written summary of public outreach conducted over the term of the HCP/NCCP development.

Task 19.0 Coordination/Support to NEPA/CEQA Consultant

The environmental process will be contracted separately and conducted by a yet to be identified consulting firm. Initiation of the environmental review process will commence during the term of this contract. SAIC will coordinate with the EIR/EIS consultant to ensure their understanding of the Yolo HCP/NCCP covered activities and conservation measures and to address questions that may arise regarding the intent of the Yolo Natural Heritage Program. SAIC will coordinate the scheduling and transfer of the public review draft Yolo HCP/NCCP to the EIR/EIS consultant for public release of the Yolo Natural Heritage Program documents. SAIC will work with the consultant team to provide support to and coordination with the NEPA/CEQA consultant to aid in initial scoping and in the development of the EIR/EIS by assisting in the development of alternatives including at a minimum a No-Take Alternative; a No-Project Alternative; and a Greater Level of Conservation alternative.

Meetings:

- SAIC will attend up to 4 meetings (up to 3 SAIC staff) and participate in up to 8 conference calls (average of 1.5 SAIC staff) with the EIR/EIS consultant and the JPA PM and Consultant Team to coordinate preparation the EIR/EIS and release of the public and final Yolo Natural Heritage Program documents.

Deliverables: Transfer of HCP/NCCP materials and files to the EIR/EIS consultant as needed.

Assumptions:

- SAIC will support the EIR/EIS consultant in the development of alternatives to the proposed HCP/NCCP, but it will be the responsibility of the EIR/S consultant to develop the description of and to evaluate the effects of the alternatives.

Task 20.0 Funding Procurement Support

SAIC will provide no support to this task

Task 21.0 Website Support

SAIC will provide no support to this task

Task 22.0 Ongoing Data Collection, Updates, GIS Data Integration and Maintenance

Task is covered under initial contract scope of work and funding.

Task 23.0 Additional Team Meetings

In addition to team meetings and conference calls described under other tasks in this scope of work, SAIC will participated in number of additional formal team meetings.

Meetings:

- SAIC will attend up to 1 JPA, 2 Steering Committee, and 2 wildlife agency meetings in addition to those described in other tasks (average 2 staff/meeting)
- SAIC will participate in up to 16 team conference calls (average 1.5 staff/call)

Deliverables: none.

Assumptions:

- All meetings will be held in Sacramento, West Sacramento, Davis, or Woodland, CA.

Task 24.0 SAIC Project Management

The SAIC project manager, supported by the SAIC project controller (financial analyst) and project manager assistant, will coordinate the SAIC project team, manage the contract, track actual costs versus the proposed budget, prepare monthly progress reports, and maintain communication with the JPA PM regarding contracting and budget issues over the eight months of this scheduled work effort.

Meetings: none.

Deliverables: none.

General Scope Assumptions

In addition to assumptions described for each scope task, for all tasks described in the above scope of work SAIC and TAIC make the following general assumptions:

- This scope and budget does not include the preparation or reproduction of paper documents. All deliverables by SAIC will be in electronic format (e.g., MSWord, Adobe pdf). Any preparation or reproduction of paper documents could be conducted under a separate scope for additional cost.
- Written comments provided by the Steering Advisory Committee and JPA to deliverables will be consolidated and conflicting comments resolved by the JPA PM before submittal to SAIC and/or TAIC.
- For each deliverable listed that includes a review, there will be only a single comment cycle and any additional revisions would be considered to be for the subsequent deliverable (if there is a subsequent deliverable in the scope of the task). In the event of several comment cycles, a contract revision will be requested to increase funding for the additional scope.
- All deliverables will be provided by SAIC to the JPA PM and the JPA PM will be responsible for distribution to appropriate reviewers.
- SAIC is not responsible for the accuracy or completeness of data and information provided to SAIC by the various federal and state agencies or other parties and consultants that is used on any aspect of this project.
- Should there be a delay in receipt of comments from reviewers to draft documents from the agreed to review period for each review deliverable, there will be a day-for-day slip in SAIC's responsibility as to schedule.
- The number of reviews of draft documents are limited to that stated in the scope of work, if not stated, would be a single review.
- All meetings will be held in Woodland, West Sacramento, Davis and Sacramento, CA.
- Any schedule slippage that results in work effort moving into subsequent years would require cost adjustments to address annual adjustments in hourly rates.

Exhibit B – T&M Cost Estimate



Energy, Environment, and Infrastructure Business Unit

Project Title: Yolo County HCP/NCCP
Customer: Yolo Joint Powers Authority
Contract No.: AGMT DTD January 12, 2009
POP: August 1, 2009 through March 31, 2010
SAIC B&P No: 01-0236-71-2010-163

PRICE SUMMARY

TASK	Subtask	TITLE	2009	2010	TOTAL EST. - T&M
17.0		Prepare Supplemental Chapters / Sections of the Plan Document	\$18,217	\$0	\$18,217
18.0		Draft Plan Assembly, Review, and Revision Cycles	\$277,606	\$87,380	\$364,986
19.0		Coordination/Support to NEPA/CEQA Consultant	\$34,318	\$43,704	\$78,022
23.0		Additional Team Meetings	\$13,803	\$13,555	\$27,358
24.0		SAIC Project Management	\$25,519	\$13,754	\$39,273
TOTAL ESTIMATE - TIME & MATERIALS			\$369,463	\$158,393	\$527,856



Energy, Environment, and Infrastructure Business Unit

Project Title: Yolo County HCP/NCCP
Customer: Yolo Joint Powers Authority
Contract No.: AGMT DTD January 12, 2009
Period of Performance: August 1, 2009 through December 31, 2009
SAIC B&P No: 01-0236-71-2010-163

SAIC DIRECT LABOR	Discipline / Project Role	2009 T&M Rate
Managing Consultant I	Project Manager	\$263.00
Sr. Program Manager III	Senior Advisor	\$158.00
Sr. Engr./Consultant V	Lead Botanist	\$116.00
Engr./Staff Consultant II	Lead GIS Specialist	\$100.00
Associate Engr./Consultant II	Publications	\$74.00
Associate Engr./Consultant IV	Project Support	\$58.00
Program Manager II	Assist. Project Manager	\$147.00
Sr. Engr./Consultant IV	Project Controller	\$121.00
TOTAL - LABOR		

<u>MATERIALS & SUBCONTRACTS (M&S)</u>	Discipline / Project Role	Rate
Airola Consulting	Lead Ecologist	\$152
Estep Consulting	Wildlife Biologist	\$105
Hansen Consulting	Wildlife Biologist	\$125
Ted Beedy	Wildlife Biologist	\$110
Subtotal - M&S		
Add: M&S Handling Charge		20.0%
TOTAL - M&S		

<u>OTHER DIRECT COSTS (ODCs)</u>	UoM	Rate
Local Mileage	/mi.	\$0.550
IT Service Center	/hr	\$2.70
Plotter Printouts	/ea.	\$10.00
Subtotal - ODCs		
Add: ODC Handling Charge		20.0%
TOTAL - ODCs		
TOTAL ESTIMATE - TIME & MATERIALS		

Task 17.0		Task 18.1		Task 18.2	
Prepare Supplemental Chapters / Sections of the Plan Document		1st Administrative Draft HCP/NCCP ("internal administrative review draft")		2nd Administrative Draft HCP/NCCP ("preliminary public draft")	
Hours	Amount	Hours	Amount	Hours	Amount
21.0	\$5,523	120.0	\$31,560	80.0	\$21,040
21.0	\$3,318	120.0	\$18,960	80.0	\$12,640
12.0	\$1,392	80.0	\$9,280	60.0	\$6,960
10.0	\$1,000	120.0	\$12,000	80.0	\$8,000
20.0	\$1,480	160.0	\$11,840	100.0	\$7,400
0.0	\$0	0.0	\$0	0.0	\$0
0.0	\$0	100.0	\$14,700	80.0	\$11,760
0.0	\$0	0.0	\$0	0.0	\$0
84.0	\$12,713	700.0	\$98,340	480.0	\$67,800
30.0	\$4,560	160.0	\$24,320	120.0	\$18,240
0.0	\$0	110.0	\$11,550	90.0	\$9,450
0.0	\$0	80.0	\$10,000	40.0	\$5,000
0.0	\$0	80.0	\$8,800	40.0	\$4,400
30	\$4,560	430	\$54,670	290	\$37,090
	\$912		\$10,934		\$7,418
	\$5,472		\$65,604		\$44,508
0.0	\$0	80.0	\$44	80.0	\$44
10.0	\$27	120.0	\$324	80.0	\$216
0.0	\$0	30.0	\$300	20.0	\$200
	\$ 27.00		\$ 668.00		\$ 460.00
	\$5		\$134		\$92
	\$32		\$802		\$552
	\$18,217		\$164,746		\$112,860



Energy, Environment, and Infrastructure Business Unit

Project Title: Yolo County HCP/NCCP
Customer: Yolo Joint Powers Authority
Contract No.: AGMT DTD January 12, 2009
Period of Performance: August 1, 2009 through December 31, 2009
SAIC B&P No: 01-0236-71-2010-163

SAIC DIRECT LABOR	Discipline / Project Role	2009 T&M Rate
Managing Consultant I	Project Manager	\$263.00
Sr. Program Manager III	Senior Advisor	\$158.00
Sr. Engr./Consultant V	Lead Botanist	\$116.00
Engr./Staff Consultant II	Lead GIS Specialist	\$100.00
Associate Engr./Consultant II	Publications	\$74.00
Associate Engr./Consultant IV	Project Support	\$58.00
Program Manager II	Assist. Project Manager	\$147.00
Sr. Engr./Consultant IV	Project Controller	\$121.00
TOTAL - LABOR		

MATERIALS & SUBCONTRACTS (M&S)	Rate	
Airola Consulting	Lead Ecologist	\$152
Estep Consulting	Wildlife Biologist	\$105
Hansen Consulting	Wildlife Biologist	\$125
Ted Beedy	Wildlife Biologist	\$110
Subtotal - M&S		
Add: M&S Handling Charge	20.0%	
TOTAL - M&S		

OTHER DIRECT COSTS (ODCs)	UoM	Rate
Local Mileage	/mi.	\$0.550
IT Service Center	/hr	\$2.70
Plotter Printouts	/ea.	\$10.00
Subtotal - ODCs		
Add: ODC Handling Charge	20.0%	
TOTAL - ODCs		
TOTAL ESTIMATE - TIME & MATERIALS		

Task 18.3		Task 18.0		Task 19.0	
Public Draft HCP/NCCP ("revised public review")		Draft Plan Assembly, Review, and Revision Cycles		Coordination/Support to NEPA/CEQA Consultant	
Hours	Amount	Hours	Amount	Hours	Amount
0.0	\$0	200.0	\$52,600	40.0	\$10,520
0.0	\$0	200.0	\$31,600	40.0	\$6,320
0.0	\$0	140.0	\$16,240	0.0	\$0
0.0	\$0	200.0	\$20,000	40.0	\$4,000
0.0	\$0	260.0	\$19,240	0.0	\$0
0.0	\$0	0.0	\$0	0.0	\$0
0.0	\$0	180.0	\$26,460	40.0	\$5,880
0.0	\$0	0.0	\$0	0.0	\$0
0.0	\$0	1,180.0	\$166,140	160.0	\$26,720
0.0	\$0	280.0	\$42,560	40.0	\$6,080
0.0	\$0	200.0	\$21,000	0.0	\$0
0.0	\$0	120.0	\$15,000	0.0	\$0
0.0	\$0	120.0	\$13,200	0.0	\$0
0	\$0	720	\$91,760	40	\$6,080
	\$0		\$18,352		\$1,216
	\$0		\$110,112		\$7,296
	\$ -		\$ 1,128.00		\$ 252.00
	\$0		\$226		\$50
	\$0		\$1,354		\$302
	\$0		\$277,606		\$34,318



Energy, Environment, and Infrastructure Business Unit

Project Title: Yolo County HCP/NCCP
Customer: Yolo Joint Powers Authority
Contract No.: AGMT DTD January 12, 2009
Period of Performance: August 1, 2009 through December 31, 2009
SAIC B&P No: 01-0236-71-2010-163

SAIC DIRECT LABOR	Discipline / Project Role	2009 T&M Rate
Managing Consultant I	Project Manager	\$263.00
Sr. Program Manager III	Senior Advisor	\$158.00
Sr. Engr./Consultant V	Lead Botanist	\$116.00
Engr./Staff Consultant II	Lead GIS Specialist	\$100.00
Associate Engr./Consultant II	Publications	\$74.00
Associate Engr./Consultant IV	Project Support	\$58.00
Program Manager II	Assist. Project Manager	\$147.00
Sr. Engr./Consultant IV	Project Controller	\$121.00
TOTAL - LABOR		

MATERIALS & SUBCONTRACTS (M&S)	Rate	
Airola Consulting	Lead Ecologist	\$152
Estep Consulting	Wildlife Biologist	\$105
Hansen Consulting	Wildlife Biologist	\$125
Ted Beedy	Wildlife Biologist	\$110
Subtotal - M&S		
Add: M&S Handling Charge	20.0%	
TOTAL - M&S		

OTHER DIRECT COSTS (ODCs)	UoM	Rate
Local Mileage	/mi.	\$0.550
IT Service Center	/hr	\$2.70
Plotter Printouts	/ea.	\$10.00
Subtotal - ODCs		
Add: ODC Handling Charge	20.0%	
TOTAL - ODCs		
TOTAL ESTIMATE - TIME & MATERIALS		

Task 23.0		Task 24.0		TOTAL	
Additional Team Meetings		SAIC Project Management			
Hours	Amount	Hours	Amount	Hours	Amount
24.0	\$6,312	56.0	\$14,728	341.0	\$89,683
0.0	\$0	0.0	\$0	261.0	\$41,238
0.0	\$0	0.0	\$0	152.0	\$17,632
0.0	\$0	0.0	\$0	250.0	\$25,000
0.0	\$0	0.0	\$0	280.0	\$20,720
0.0	\$0	16.0	\$928	16.0	\$928
20.0	\$2,940	21.0	\$3,087	261.0	\$38,367
0.0	\$0	56.0	\$6,776	56.0	\$6,776
44.0	\$9,252	149.0	\$25,519	1,617.0	\$240,344
24.0	\$3,648	0.0	\$0	374.0	\$56,848
0.0	\$0	0.0	\$0	200.0	\$21,000
0.0	\$0	0.0	\$0	120.0	\$15,000
0.0	\$0	0.0	\$0	120.0	\$13,200
24	\$3,648	0	\$0	814	\$106,048
	\$730		\$0		\$21,210
	\$4,378		\$0		\$127,258
80.0	\$44	0.0	\$0	320.0	\$176
0.0	\$0	0.0	\$0	250.0	\$675
10.0	\$100	0.0	\$0	70.0	\$700
	\$ 144.00		\$ -		\$1,551
	\$29		\$0		\$310
	\$173		\$0		\$1,861
	\$13,803		\$25,519		\$369,463



Energy, Environment, and Infrastructure Business Unit

Project Title: Yolo County HCP/NCCP
Customer: Yolo Joint Powers Authority
Contract No.: AGMT DTD January 12, 2009
Period of Performance: January 1, 2010 to March 31, 2010
SAIC B&P No: 01-0236-71-2010-163

SAIC DIRECT LABOR	Discipline / Project Role	2010 T&M Rate
Managing Consultant I	Project Manager	\$276.00
Sr. Program Manager III	Senior Advisor	\$166.00
Sr. Engr./Consultant V	Lead Botanist	\$122.00
Engr./Staff Consultant II	Lead GIS Specialist	\$105.00
Associate Engr./Consultant II	Publications	\$78.00
Associate Engr./Consultant IV	Project Support	\$61.00
Program Manager II	Assist. Project Manager	\$155.00
Sr. Engr./Consultant IV	Project Controller	\$127.00

TOTAL - LABOR

MATERIALS & SUBCONTRACTS (M&S)		Rate
Airola Consulting	Lead Ecologist	\$160
Estep Consulting	Wildlife Biologist	\$110
Hansen Consulting	Wildlife Biologist	\$131
Ted Beedy	Wildlife Biologist	\$116

Subtotal - M&S
 Add: M&S Handling Charge 20.0%
TOTAL - M&S

OTHER DIRECT COSTS (ODCs)	UoM	Rate
Local Mileage	/mi.	\$0.550
IT Service Center	/hr	\$2.70
Plotter Printouts	/ea.	\$10.00

Subtotal - ODCs
 Add: ODC Handling Charge (Excludes Travel in Base) 20.0%
TOTAL - ODCs

TOTAL ESTIMATE - TIME & MATERIALS

Task 17.0		Task 18.1		Task 18.2	
Hours	Amount	Hours	Amount	Hours	Amount
Prepare Supplemental Chapters / Sections of the Plan Document		1st Administrative Draft HCP/NCCP ("internal administrative review draft")		2nd Administrative Draft HCP/NCCP ("preliminary public draft")	
0.0	\$0	0.0	\$0	0.0	\$0
0.0	\$0	0.0	\$0	0.0	\$0
0.0	\$0	0.0	\$0	0.0	\$0
0.0	\$0	0.0	\$0	0.0	\$0
0.0	\$0	0.0	\$0	0.0	\$0
0.0	\$0	0.0	\$0	0.0	\$0
0.0	\$0	0.0	\$0	0.0	\$0
0.0	\$0	0.0	\$0	0.0	\$0
0	\$0	0	\$0	0	\$0
	\$0		\$0		\$0
	\$0		\$0		\$0
0.0	\$0	0.0	\$0	0.0	\$0
0.0	\$0	0.0	\$0	0.0	\$0
0.0	\$0	0.0	\$0	0.0	\$0
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0



Energy, Environment, and Infrastructure Business Unit

Project Title: Yolo County HCP/NCCP
Customer: Yolo Joint Powers Authority
Contract No.: AGMT DTD January 12, 2009
Period of Performance: January 1, 2010 to March 31, 2010
SAIC B&P No: 01-0236-71-2010-163

SAIC DIRECT LABOR	Discipline / Project Role	2010 T&M Rate
Managing Consultant I	Project Manager	\$276.00
Sr. Program Manager III	Senior Advisor	\$166.00
Sr. Engr./Consultant V	Lead Botanist	\$122.00
Engr./Staff Consultant II	Lead GIS Specialist	\$105.00
Associate Engr./Consultant II	Publications	\$78.00
Associate Engr./Consultant IV	Project Support	\$61.00
Program Manager II	Assist. Project Manager	\$155.00
Sr. Engr./Consultant IV	Project Controller	\$127.00

TOTAL - LABOR

MATERIALS & SUBCONTRACTS (M&S)

		Rate
Airola Consulting	Lead Ecologist	\$160
Estep Consulting	Wildlife Biologist	\$110
Hansen Consulting	Wildlife Biologist	\$131
Ted Beedy	Wildlife Biologist	\$116

Subtotal - M&S

Add: M&S Handling Charge 20.0%

TOTAL - M&S

OTHER DIRECT COSTS (ODCs)

	UoM	Rate
Local Mileage	/mi.	\$0.550
IT Service Center	/hr	\$2.70
Plotter Printouts	/ea.	\$10.00

Subtotal - ODCs

Add: ODC Handling Charge (Excludes Travel in Base) 20.0%

TOTAL - ODCs

TOTAL ESTIMATE - TIME & MATERIALS

Task 18.3		Task 18.0		Task 19.0	
Public Draft HCP/NCCP ("revised public review")		Draft Plan Assembly, Review, and Revision Cycles		Coordination/Support to NEPA/CEQA Consultant	
		Hours	Amount	Hours	Amount
60.0	\$16,560	60.0	\$16,560	40.0	\$11,040
60.0	\$9,960	60.0	\$9,960	40.0	\$6,640
40.0	\$4,880	40.0	\$4,880	0.0	\$0
60.0	\$6,300	60.0	\$6,300	40.0	\$4,200
80.0	\$6,240	80.0	\$6,240	0.0	\$0
0.0	\$0	0.0	\$0	0.0	\$0
80.0	\$12,400	80.0	\$12,400	40.0	\$6,200
0.0	\$0	0.0	\$0	0.0	\$0
380.0	\$56,340	380.0	\$56,340	160.0	\$28,080
100.0	\$15,960	100.0	\$15,960	80.0	\$12,768
40.0	\$4,410	40.0	\$4,410	0.0	\$0
20.0	\$2,625	20.0	\$2,625	0.0	\$0
20.0	\$2,310	20.0	\$2,310	0.0	\$0
180	\$25,305	180	\$25,305	80	\$12,768
	\$5,061		\$5,061		\$2,554
	\$30,366		\$30,366		\$15,322
0.0	\$0	0.0	\$0	80.0	\$44
60.0	\$162	60.0	\$162	40.0	\$108
40.0	\$400	40.0	\$400	10.0	\$100
	\$ 562.00		\$ 562.00		\$ 252.00
	\$112		\$112		\$50
	\$674		\$674		\$302
	\$87,380		\$87,380		\$43,704



Energy, Environment, and Infrastructure Business Unit

Project Title: Yolo County HCP/NCCP
Customer: Yolo Joint Powers Authority
Contract No.: AGMT DTD January 12, 2009
Period of Performance: January 1, 2010 to March 31, 2010
SAIC B&P No: 01-0236-71-2010-163

		2010 T&M	
SAIC DIRECT LABOR	Discipline / Project Role	Rate	
Managing Consultant I	Project Manager	\$276.00	
Sr. Program Manager III	Senior Advisor	\$166.00	
Sr. Engr./Consultant V	Lead Botanist	\$122.00	
Engr./Staff Consultant II	Lead GIS Specialist	\$105.00	
Associate Engr./Consultant II	Publications	\$78.00	
Associate Engr./Consultant IV	Project Support	\$61.00	
Program Manager II	Assist. Project Manager	\$155.00	
Sr. Engr./Consultant IV	Project Controller	\$127.00	

TOTAL - LABOR

MATERIALS & SUBCONTRACTS (M&S)

		Rate	
Airola Consulting	Lead Ecologist	\$160	
Estep Consulting	Wildlife Biologist	\$110	
Hansen Consulting	Wildlife Biologist	\$131	
Ted Beedy	Wildlife Biologist	\$116	

Subtotal - M&S

Add: M&S Handling Charge 20.0%

TOTAL - M&S

OTHER DIRECT COSTS (ODCs)

	UoM	Rate	
Local Mileage	/mi.	\$0.550	
IT Service Center	/hr	\$2.70	
Plotter Printouts	/ea.	\$10.00	

Subtotal - ODCs

Add: ODC Handling Charge (Excludes Travel in Base) 20.0%

TOTAL - ODCs

TOTAL ESTIMATE - TIME & MATERIALS

Additional		Task 24.0		TOTAL	
Hours	Amount	Hours	Amount	Hours	Amount
Formal Team Meetings		SAIC Project Management			
25.0	\$6,900	28.0	\$7,728	153.0	\$42,228
0.0	\$0	0.0	\$0	100.0	\$16,600
0.0	\$0	0.0	\$0	40.0	\$4,880
0.0	\$0	0.0	\$0	100.0	\$10,500
0.0	\$0	0.0	\$0	80.0	\$6,240
0.0	\$0	10.0	\$610	10.0	\$610
12.0	\$1,860	12.0	\$1,860	144.0	\$22,320
0.0	\$0	28.0	\$3,556	28.0	\$3,556
37.0	\$8,760	78.0	\$13,754	655.0	\$106,934
24	\$3,830	0	\$0	284	\$41,903
	\$766		\$0		\$8,381
	\$4,596		\$0		\$50,284
120.0	\$66	0.0	\$0	200.0	\$110
0.0	\$0	0.0	\$0	100.0	\$270
10.0	\$100	0.0	\$0	60.0	\$600
	\$ 166.00		\$ -		\$980
	\$33		\$0		\$196
	\$199		\$0		\$1,176
	\$13,555		\$13,754		\$158,394

Staff Report

TO: Chair and Board Members
Yolo County Habitat JPA

FROM: Maria Wong
Executive Director

DATE: September 21, 2009

SUBJECT: Fifth Amendment to a contract with Ebbin Moser + Skaggs, LLP for on-going legal and strategic planning services related to the NCCP/HCP planning process

Requested Action:

1. That the Board approve the fifth amendment to Agreement No. 2005-01 with Ebbin Moser + Skaggs, LLP for on-going legal and strategic planning services related to the NCCP/HCP planning process and authorize the Chair to execute said Amendment to increase the amount of compensation by \$100,000 for a total contract amount of \$453,760 pending approval of contract documents by JPA counsel.
-

BACKGROUND:

The JPA first contracted with the firm of Ebbin Moser + Skaggs, LLP (EMS) in June 2005 to provide specialized assistance relative to the HCP/NCCP, and last amended the contract in October 2008. Under this contract EMS has provided continued coordination with the wildlife agencies, assisted in the negotiation of agreements, assisted in securing grant funding and provided specialized assistance to the JPA's legal staff. This Fifth Amendment extends the term of the contract through March 31, 2010.

DISCUSSION:

Ebbin Moser + Skaggs, LLP will continue to negotiate tentative points of agreement with the wildlife agencies; assist in stakeholder coordination efforts; advise the JPA on matters related to the Endangered Species Act; and oversee preparation of HCP/NCCP documents.

FISCAL IMPACT

The contract increase will be funded from reprogrammed funds and the 2005, 2007, and 2009 Section 6 grants awarded to the JPA.

REASON FOR RECOMMENDED ACTION:

Approval of this Agreement will allow Ebbin Moser + Skaggs, LLP to continue to provide critical legal and strategic planning services. Staff anticipates that continued consultant support will be needed throughout the HCP/NCCP planning process.

Attachment: Draft Fifth Amended Agreement between Ebbin Moser + Skaggs, LLP and the JPA.

ATTACHMENT A

DRAFT

FIFTH AMENDMENT TO AGREEMENT NO.2005-01

THIS AGREEMENT is made this _____ day of September 2009, by and between the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency, a joint powers agency organized under the laws of the State of California (the "JPA"), and Ebbin Moser + Skaggs, LLP ("CONTRACTOR"), who agree as follows:

TERMS

1. CONTRACTOR shall provide legal and strategic planning services in connection with on-going activities related to development of the Yolo County Habitat/Natural Community Conservation Plan, as requested by the JPA's Executive Director. Notwithstanding anything to the contrary in the First Amended Agreement dated March 20, 2006, CONTRACTOR may utilize the services of sub-contractors to provide these services on the condition that prior written notification is made to the JPA.
2. CONTRACTOR shall perform said services between October 1, 2009 and March 31, 2010.
3. Subject to CONTRACTOR's satisfactory and complete performance of all the terms and conditions of this Agreement, and upon CONTRACTOR's submission of an appropriate invoice, COUNTY shall pay CONTRACTOR the rates as reflected in Exhibit A, Fee Schedule, in an amount not to exceed \$85,000.
4. Either party may terminate this Agreement for any reason upon the provision of 15 (fifteen) days written notice to the other party. JPA shall have no obligation to pay CONTRACTOR any further funds for services provided by CONTRACTOR after the effective date of any termination sent under this Paragraph. JPA shall be obligated to pay CONTRACTOR for all services provided by CONTRACTOR up to the effective date of the termination.
5. Contractor, at its sole cost and expense, shall obtain and maintain through the entire term of this Agreement, the following insurance (JPA does not have to be named additional insured):
 - a. Comprehensive Automobile Liability, including owned, hired and no-owned automobiles, \$1,000,000 combined aggregate; and
 - b. Comprehensive General Liability, including product, completed operation, broad form contractual, and personal injury, \$1,000,000 combined aggregate, and
 - c. Workers' Compensation insurance as required by the State of California (if employees of the firm are involved in the work); and
 - d. Professional Liability insurance in an aggregate amount of \$1,000,000.
6. CONTRACTOR understands that it is not an employee of the JPA and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

AGREEMENT NO.2005-01 fifth amended

Page 2

- 7. CONTRACTOR will hold in confidence all information disclosed to or obtained by CONTRACTOR which relates to activities under this Agreement except as otherwise requested in writing by the County Counsel, or as otherwise required by law.
- 8. CONTRACTOR 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 JPA for audit and discovery purposes in compliance with all applicable laws.
- 9. 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 State court located in Woodland, California.
- 10. 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.

YOLO COUNTY HABITAT/NATURAL
COMMUNITY CONSERVATION PLAN
JOINT POWERS AGENCY

EBBIN MOSER + SKAGGS, LLP

By _____
Helen M. Thomson, Chairwoman
Board of Directors

By _____
Marc Ebbin, Esq.
550 Montgomery Street, Suite 900
San Francisco, CA 94111
415-362-5050

Approved as to Form:

Robyn Truitt Drivon, County Counsel
By Philip J. Pogledich, Senior Deputy

Attorneys for the Yolo County
Habitat/Natural Community Conservation Plan
Joint Powers Agency

EXHIBIT A
FEE SCHEDULE

Fees for services requested by the JPA shall be on a time and materials basis in accordance with the following:

Schedule of hourly rates

<u>Personnel</u>	<u>Hourly Billing Rate</u>
Marc Ebbin	\$405
David Moser	\$405
Sean Skaggs	\$405
Greg Ritter	\$385
Shawn Zovod	\$385

Miscellaneous charges

The following charges are in addition to personnel charges:

Mileage:	Current IRS rate
Other direct expenses:	Actual cost

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

“I am aware of the provisions of Paragraph 3700 of the Labor Code which require every employer to be insured against liability for worker’s 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”.

Ebbin Moser + Skaggs

Marc J. Ebbin

Staff Report

TO: Chair and Board Members
Yolo County Habitat JPA

FROM: Maria Wong
Executive Director

DATE: September 21, 2009

SUBJECT: Authorize staff to work in partnership with the County Agricultural Commissioner on the Yolo County Agricultural Marketing Initiative.

Requested Action:

Authorize staff to work with the County Agricultural Commissioner to develop a proposal to modify Phase 2 of the Yolo County Agricultural Marketing Initiative, and direct staff to return in October with a draft Interagency Agreement for the Board's consideration.

REASON FOR RECOMMENDED ACTION:

The Yolo County Agricultural Marketing Initiative has the potential to promote goals that are compatible with and important to the Yolo NHP, specifically goals to maintain a dynamic agricultural landscape that provides benefits to wildlife and pollinators.

BACKGROUND:

The Yolo County Agricultural Marketing Initiative began in 2006 to promote food, wine and agriculture in and beyond Yolo County through targeted marketing, event organizing, campaign conceptualization, and professional and organizational development. Yolo County authorized funding for the program in the amount of \$126,000 per year for three years. The Agricultural Commissioner is exploring potential partnerships to continue the program.

ANALYSIS:

The Agricultural Commissioner's office has been an active participant in the Yolo NHP planning process over the last two years, and has expressed interest in expanding the Agricultural Marketing Initiative by incorporating wildlife friendly farming concepts consistent with the goals of the HCP/NCCP. The Agricultural Marketing Initiative could be a valuable tool to promote wildlife friendly farming practices assuming that a mutually acceptable work plan can be developed.

FISCAL IMPACT:

Approximately 16 hours of staff time will be required to develop a draft proposal and interagency agreement for consideration by the JPA Board and the Board of Supervisors. Additional financial support, the amount of which is unknown at this time, will be required to fund activities associated with the proposal.

Attachment: None

Staff Report

TO: Chair and Board Members
Yolo County Habitat JPA

FROM: Maria Wong
Executive Director

DATE: September 21, 2009

SUBJECT: Executive Director's Report

1. SACOG USACE Six County Aquatic Resources Inventory

The USACE has requested that SACOG convene a meeting with all HCP “administrators” and associated parties for September 21st. The purpose of this meeting will be to brief attendees on the current status of the Inventory, and also to provide the opportunity for participants to enter into a dialogue with USACE regarding establishing minimum thresholds for data and consistent formats and resolutions which will guide the identification of further dataset needs, along with the development of a resource classification and functional assessment methodology. Updates on the progress of this effort will be provided as it continues.

2. Bay Delta Conservation Plan (BDCP) update

Staff was unable to attend BDCP Steering Committee meetings in August due to work load constraints. BDCP continues to refine its draft conservation strategy with the goal of finalizing conservation measures (including those affecting Fremont Weir and Bypass as a whole) by October or November of this year. A public workshop on the BDCP conservation strategy will be held Saturday September 26, at the West Sacramento Galleria. JPA staff will continue to review and comment on draft documents as necessary, and to update the JPA Board as new information is received.

3. County Fair Exhibit

The Yolo NHP exhibit and traveling kiosk was a popular booth at the county fair. Over 1,000 wildflower seed packets were handed out in lieu of business cards, and nearly 400 posters were given away. The exhibit was introduced to the Board of Supervisors this week and will remain in the County Administrative Building through mid-October. A schedule of dates and locations for the Exhibit will be posted to the webpage as soon as it is available. A new touch screen monitor will be added to replace the original keyboard configuration. Staff has received several suggestions for expanding the outreach effort including activating a Twitter account to send meeting reminders; converting the banner on the kiosk to a bumper sticker; and creating a collection of mugs using the JPA Logo and other images from the poster series and exhibit.

Staff Report

TO: Chair and Board Members
Yolo County Habitat JPA

FROM: Maria Wong
Executive Director

DATE: September 21, 2009

SUBJECT: Approve a staff request to authorize one additional FTE limited term position.

Requested Action:

Authorize one additional FTE limited term position and direct staff to return with a resolution amending the 2009-10 FY Budget accordingly.

REASON FOR RECOMMENDED ACTION:

Staff workload and responsibilities associated with the final phase of the HCP/NCCP planning process have increased substantially beyond that anticipated at the start of the budget year.

BACKGROUND:

On August 3, 2009 the Board considered a similar request that failed to pass on a 3-1 vote. The current request differs from the August 3rd proposal in three ways:

- The current proposal better defines the duties and expectations of the proposed position;
- The current proposal describes a salary range rather than a single salary amount; and
- The current proposal anticipates an open recruitment process.

As stated previously, the level of public attention and interest in the Yolo NHP has increased substantially in recent months in response to public outreach efforts started in 2005. At the same time, staff furloughs at the state and local level have made concurrent meetings with CDFG and FWS staff difficult to schedule. As a result what formally was one meeting is now two or three. Though far from ideal, it is necessary to convene multiple meetings in order to keep the process moving forward. Landowner and conservation partnerships are emerging that will need to be developed and nurtured. Finally, JPA agency members have confirmed that they no longer have the capacity to provide administrative support to the JPA due to their own budget challenges.

ANALYSIS:

Staff had hoped to carry out JPA responsibilities without requesting additional staff this fiscal year. However, due to the conditions outlined above staff requests that the Board approve the addition of one limited term FTE administrative staff position for the next 12-18 months to

Agenda Item 6

ensure that the JPA meets its objective of an approved HCP/NCCP by December 2010. Until now the JPA Executive Director has performed the tasks associated with operating the JPA and managing its two programs: the HCP/NCCP and the Swainson's Hawk In Lieu mitigation fee program. The JPA's workload over the remainder of the planning process is expected to increase substantially as we focus more on public engagement rather than outreach, complete production of the draft HCP/NCCP document, and oversee the EIR/EIS process.

The recommendation before the Board will create additional organizational capacity at a critical juncture in the Yolo NHP planning process and ensure that the JPA's administrative responsibilities are met promptly and efficiently. The requested position is comparable to the County's Secretary III series, augmented to provide for the JPA's unique needs. As currently envisioned the duties would include the functions outlined in Attachment A, as well as website management and press liaison duties. If the JPA Board approves the request, the Board of Supervisors will need to approve a description and title for the position (this is a procedural requirement since the county performs payroll functions for the JPA).

FISCAL IMPACT:

The recommended monthly salary range is \$3,008 to \$3,656 per month. The weighted yearly cost range including medical, benefits and taxes is \$50,398 to \$60,073.

OTHER AGENCY INVOLVEMENT:

Staff consulted with County Human Resources and County Parks and Resources.

Attachment: Yolo County Secretary III Job Description

ATTACHMENT A



County of Yolo Human Resources Department

Secretary III (#000360)

\$17.35-\$21.09 Hourly / \$3,008.00-\$3,656.00 Monthly / \$36,096.00-\$43,872.00 Yearly

Definition

Under direction, to serve as secretary either to a department head, a specific professional person, or to a group of individuals within a county department; to perform complex and responsible secretarial duties; and to perform other related duties as required.

Distinguishing Characteristics

Positions in this class are distinguished from those in the lower secretarial class on the basis that (1) duties performed require considerable knowledge of the assigned departmental programs, policies and rules; (2) incumbents perform difficult complex and responsible secretarial work, often requiring the ability to independently assemble data and information for reports and correspondence requiring considerable independent judgment. This is the highest level secretarial position within a department. Some positions allocated to this classification require a knowledge of legal, medical or technical terminology, forms, and procedures depending upon the department in which they are assigned.

Essential Functions

- Arranges and confirms meetings or conferences;
- Schedules and confirms appointments;
- Types a variety of reports and forms requiring independent assembly of information and independent judgment and interpretation;
- Reviews and checks forms, documents and records for accuracy, completeness and conformance;
- Compiles a variety of data and other information for special and periodic studies or reports;
- Maintains confidential and administrative files;
- May supervise and train other clerical secretarial employees;
- Composes letters, answers correspondence;
- May assign and review the work of other clerical employees;
- May record minutes of meetings;
- Operates a variety of office machines;
- Performs other related duties as required.

Employment Standards

Education: One year of business education above the high school level may be substituted for one year of experience.

Experience: Three years of journey level secretarial, stenographic, or clerical experience; or one year in the class of Secretary II in Yolo County.

Typing Speed Required: 55 wpm.

Knowledge & Ability

Knowledge of: thorough knowledge of modern office methods and procedures; a specific knowledge of legal, medical or technical terminology, policies and procedures necessary to perform the duties of that department; knowledge of letter writing; knowledge of correct use of English, grammar and punctuation; ability to take shorthand or transcribe from a mechanical source with high speed and accuracy; material is normally dictated without regard to the recording speed to the recorder.

Ability to: ability to type at 55 words per minute with accuracy; ability to work independently; ability to understand and follow oral and written instructions; ability to operate a variety of office machines and equipment; ability to establish and maintain effective working relationships and to deal effectively and courteously with the general public.

Medical Class

This class includes administrative or clerical positions requiring light physical effort, which may include frequent lifting of up to ten pounds and occasional lifting of up to twenty-five pounds. Ability to place or retrieve items at below waist level may be required. Considerable moving about may be involved.

CLASS: 000360

EST: 10/1/2005

REV:

Staff Report

TO: Chair and Board Members
Yolo County Habitat JPA

FROM: Maria Wong
Executive Director

DATE: September 21, 2009

SUBJECT: Consideration of a proposal from City of Davis to cost share on the acquisition of one or more Swainson's hawk conservation easements.

Requested Action:

1. Allow presentation of the proposal by the City of Davis Open Space Manager,
 2. Open the public hearing, and
 3. Close public hearing and continue the item to Closed Session to discuss terms and price.
-

REASON FOR RECOMMENDED ACTION:

Leveraging local funding through partnerships can improve progress on Swainson's hawk conservation.

BACKGROUND:

The City of Davis and Yolo Land Trust are currently pursuing several conservation easement projects along Dry Slough that support significant Swainson's hawk foraging and nesting habitat values. The Dry Slough corridor contains other conservation values that rank high in the draft riparian conservation strategy being developed for the HCP/NCCP. Four projects, identified below in Item 8, Closed Session, are in the final stages of negotiation. The only substantial barrier to closing the transactions is funding.

ANALYSIS:

City of Davis is looking for funding partners to share the acquisition costs of the Dry Slough projects, and is also interested in exploring opportunities to assist the JPA in fulfilling objectives for Swainson's hawk mitigation under the Yolo County NCCP. Staff understands that negotiations on the subject properties have proceeded pursuant to the terms of the CDFG/ JPA conservation easement template. If this is the case, the properties would be creditable the NCCP when it is adopted.

FISCAL IMPACT:

Limited funding to acquire conservation easements remains in the Mitigation Trust Account. The balance is in reserve to insure that sufficient funding is available to complete the HCP/NCCP planning process.

ATTACHMENTS: None



September 17, 2009

Maria Wong, Executive Director
Yolo County NCCP/HCP Joint Powers Agency
120 West Main Street, Suite C
Woodland, CA 95695

SUBJECT: Dry Slough Corridor Easement Acquisitions

SENT ELECTRONICALLY ONLY

Dear Maria

Over the past eight months, the City of Davis (City) and Yolo Land Trust (YLT) have been developing several new easement acquisition projects along the Dry Slough corridor as a result of recent easement acquisitions and historical contacts with Yolo Land Trust. Members of the Kerr/Koontz families have expressed interest in selling easements on three properties that they own along Dry Slough. The trustees of the Georgette Staib Family Trust have also expressed interest in selling the 72-acre parcel northwest of the two parcels the city recently secured easements on.

The Dry Slough Corridor Projects are located north and west of the City of Davis in central Yolo County. This area is characterized by prime farmland, reliable water sources, and productive farm parcels that create a stable and economically viable agricultural area. Most of the properties in the project area are presently farmed to irrigated field crop rotations, however, a significant amount of land has been converted to permanent plantings of almonds and walnuts in recent years. The Dry Slough Corridor is also an important nesting and foraging area for the Swainson's hawk, a state listed Threatened species. Reports from the property owners and site visits by City staff confirm that Swainson's hawks are actively nesting or foraging throughout the project area.

Protection of the Dry Slough Corridor will achieve many of the conservation objectives of the Davis Open Space Acquisition and Management Plan. The Dry Slough Corridor projects have the potential to make a significant contribution to the City's goal of protecting riparian habitat and Swainson's hawk nesting and foraging habitat along Dry and Willow sloughs. The current Dry Slough Corridor projects, along with the prior easement projects (Barger and Wasserman), would result in the protection of approximately 2.75 miles of the Dry and Willow Slough Corridors, preserve over 550 acres of prime farmland, and add additional parcels to the community separator between Woodland and Davis.

The owners of the Koontz, Kerr, and Beoshanz properties have expressed interest in selling easements to protect Swainson's hawk foraging habitat if funding and acceptable easement terms can be reached. Specific provisions of the proposed conservation easement ensure the maintenance of nesting habitat for Swainson's hawk and other species that rely on the riparian canopy, as well as restrictions on agricultural uses to protect Swainson's hawk foraging habitat. The City is planning to purchase the Staib-West property in fee and re-sell it after recording a conservation easement, which could include restrictions to protect Swainson's hawk foraging habitat.

The Davis City Council considered the Dry Slough Corridor projects in Closed Session on June 2, 2009 and authorized staff to negotiate purchase and sale agreements for conservation agreements with the

owners of the five properties at their appraised easement values. The Council also tentatively authorized utilization of in-lieu mitigation fees and open space impact fees to purchase the easements and directed staff to seek partners to leverage funds and conservation objectives. As we have discussed, there appears to be a great deal of synergy between the City and JPA program objectives and opportunity to jointly fund one, or more, of the Dry Slough Corridor projects.

On September 15, the City Council authorized staff to work with the JPA to explore joint finding of the Dry Slough Corridor easement acquisitions. The City of Davis now wishes to formally request that the Yolo County NCCP/HCP Joint Powers Agency take the following actions:

1. Authorize the JPA to participate with the City of Davis in acquiring Swainson's hawk conservation easements on the Kerr, Koontz, Beoshanz, and Staib-West Farms by providing matching funds for easement acquisition and transaction costs.
2. Authorize Natural Heritage Program Director, Maria Wong, and County Counsel, Phil Pogledich to work with City staff to develop appropriate funding agreements and conservation easements for board approval.

The Dry Slough Corridor projects will be the first easements to protect Swainson's hawk foraging habitat along Dry Slough west of State Highway 113. This is an important step to maintaining Swainson's hawk populations within the Dry Slough Corridor given the recent trends for development of walnut and almond orchards. The City looks forward to working with the JPA to accomplish these important conservation objectives.

Sincerely,

Mitch Sears,
Sustainability Program Manager