

## ATTACHMENT C

### AGREEMENT BETWEEN YOLO COUNTY HABITAT/NATURAL COMMUNITY CONSERVATION PLAN JOINT POWERS AGENCY AND SCIENCE APPLICATIONS INTERNATIONAL CORPORATION ("SAIC")

This Agreement ("Agreement") is made and entered into this fifth day of January, 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, hereinafter referred to as "JPA" and Science Applications International Corporation ("SAIC"), hereinafter called "Consultant".

#### WITNESSETH

**WHEREAS**, JPA desires to undertake development and approval of a Natural Communities Conservation Plan/Habitat Conservation Plan ("NCCP/HCP") hereinafter "Project"; and

**WHEREAS**, JPA performed a competitive process to obtain professional services and received seven submittals from firms with the required experience and expertise to successfully complete the scope of work described in the Request for Qualifications; and

**WHEREAS**, Consultant has represented to JPA that it has: (1) the necessary training, experience, expertise, competency and technical skills to perform the services related to the development of a NCCP/HCP Plan; (2) a demonstrated understanding of the JPA's needs; (3) a proven track record regarding the successful performance of said services; and (4) the commitment and integrity to produce results consistent with the expectations of the JPA; and

**WHEREAS**, Consultant understands and agrees that JPA is relying on the above representations of Consultant including the Scope of Work attached hereto as Exhibit A; and

**WHEREAS**, Consultant is ready, willing, and able to provide the services that are the subject of this Agreement in a competent, responsive, and timely manner.

**NOW, THEREFORE**, JPA and Consultant agree as follows:

#### AGREEMENT

##### **I. SERVICES**

A. Consultant shall perform, in a manner satisfactory to the JPA Executive Director, all services in accordance with the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference. References to the Yolo County General Plan in Exhibit A shall be deemed to include all relevant components of the General Plan Amendment currently being prepared for the County.

B. Consultant shall commence performance of the tasks identified in the Scope Work within ten (10) calendar days of the approval and execution of this Agreement by the JPA. Prior to

commencing the performance of tasks associated with each subsequent phase, the Consultant shall advise the JPA in writing notice of its readiness to perform such tasks and request permission to proceed. The Consultant shall not proceed until permission is granted by the JPA. The JPA may respond to a request for permission to proceed with Phase 3 by either granting permission or, at its option, terminating the Agreement. Any such termination shall take effect immediately unless otherwise specified by the JPA.

**II. COMPENSATION AND REIMBURSEMENT OF EXPENSES**

For the services described in Section I above, Consultant shall be compensated in accordance with Section III, below, but the amount of any compensation shall not exceed \$434,574.00 (Four hundred thirty four thousand five hundred seventy four dollars and no cents).

**III. METHOD OF PAYMENT**

A. Consultant shall be compensated for the services set forth in Section I according to the amounts set forth in Exhibit A. JPA shall pay Consultant for condensable services in installments based on Consultant progress reports and invoices submitted monthly. Payment of such compensation and reimbursement shall be for services determined by the JPA Executive Director as appropriate in accordance with Exhibit A. If requested by the JPA Executive Director, Consultant shall provide any further documentation to verify the compensation and reimbursement sought by Consultant.

B. Within fifteen (15) calendar days of the receipt from the Consultant of monthly invoices and progress reports, the JPA Executive Director shall either authorize payment of the compensation sought or advise Consultant in writing of any concerns that the JPA Executive Director has with the delivered materials of any anticipated temporary delays in payment.

C. Within thirty (30) calendar days of authorization by the JPA Executive Director for payment of an invoice, JPA shall pay Consultant that amount of compensation approved by the JPA Executive Director.

**IV. DISPUTES**

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

performance of this Agreement and in accordance with the JPA Executive Director's decision. The decision of the JPA Board of Directors on the appeal shall be final for purposes of exhaustion of administrative remedies.

**V. TERM AND TERMINATION**

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

B. Should either party fail to substantially perform its obligation in accordance with this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice and specifying the date of such termination. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. Upon termination under this paragraph, all finished and unfinished documents shall become JPA's property. Upon termination under this paragraph, Consultant shall be paid for actual services rendered to JPA to and inclusive of the specified date of termination.

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

E. In the event of termination for cause or for any reason, reproducible copies of all finished or unfinished documents, data, studies, and reports prepared by Consultant shall become the property of JPA. Consultant shall be entitled to receive such compensation for the work on any of the tasks in Exhibit A completed or substantially completed as determined by the JPA Executive Director.

F. Upon cancellation of this Agreement or suspension of work by either JPA or Consultant, Consultant shall furnish to the JPA Executive Director all documents and work products prepared under this Agreement, whether complete or incomplete.

**G. APPLICABLE LAWS**

In the performance of the services required by this Agreement, Consultant shall comply with all Federal, State, or County statutes, ordinances, regulations, directives, and laws. In the event Consultant is required, by changes in applicable laws occurring after the effective date of this Agreement, to materially change the scope of or approach to the services set forth in Exhibit A, such circumstances shall be treated as a material change warranting an amendment to this

Agreement, as approved by the JPA. 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 in a California State court located in Woodland, California.

**VI. OWNERSHIP OF DOCUMENTS**

Reports, written strategies, or any other documents, writings or memoranda that have been prepared by Consultant in conjunction with the performance of the tasks set forth in Exhibit A shall be delivered to and become the property of JPA. No change for any of these materials will be made. Consultant may retain a copy of the reports, written strategies, and any other documents, writings, or memoranda and shall have the right to publish the materials in research papers and academic publications and for other reasonable purposes.

**VII. RECORDS RETENTION**

All records, documents, calculations, and general correspondence relating to the Project in possession of Consultant shall be retained and available for review for a period of four (4) years after receipt of final payment. Consultant shall make such records available for inspection by authorized representatives of the JPA at any reasonable time. Consultant shall notify the JPA Executive Director at least thirty (30) calendar days prior to any destruction of these records. Upon such notification, JPA shall, either agree to the destruction or authorize the records to be forwarded to JPA for further retention.

**VIII. NON-DISCRIMINATION IN SERVICES AND BENEFITS**

Consultant certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, ace, creed, national origin, religion, sex, age, or physical or mental disability in accordance with all applicable County, State and Federal laws or administrative directives established by the JPA Board of Directors or the JPA Executive Director. For the purpose of this Agreement, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants in this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services on the basis of race, color, creed, or national origin of the participants to be served.

**IX. PROJECT DIRECTOR AND PROJECT MANAGER**

The Project Director shall be the JPA Executive Director or his designee. The JPA Executive Director, or his designee, shall represent the JPA in all matters pertaining to the services to be rendered under this Agreement except when approval is specifically required by the JPA Board of Directors.

The Project Manager shall be that person designated by the Consultant, who is the primary point of contact, and agreed upon by the JPA. Should the Consultant need to change the Project Manager, a request shall be submitted in writing by the Consultant to the JPA to include a description regarding the need for the change, and the qualifications of the person to replace the former Project Manager. The JPA reserves the right to accept a new Project Manager.

**X. CONSULTANT'S RESPONSIBILITIES**

Consultant shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement. In addition, Consultant shall indemnify, defend, and hold harmless JPA, its elected representatives, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, expenses (including attorney fees) or liability of any kind or nature, for personal injury or property damage arising out of or, as a result of litigation or administrative proceeding(s), alleged to arise out of:

- (1) any negligent act, error, or omission of Consultant, its officers, agents or employees, in performing the services, responsibilities, or duties required of Consultant by this Agreement; or
- (2) any breach of any statutory, regulatory, contractual, or legal duty of any kind related, directly or indirectly, to the services, responsibilities, or duties required of Consultant by this Agreement.

In providing any defense under this paragraph, Consultant shall use counsel reasonably acceptable to the JPA Counsel. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

**XI. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, comprehensive general liability insurance naming JPA, as additional insured. The amount of such policy shall be no less than one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury including personal injury and property damage and shall be subject to the following:

1. The liability insurance shall contain an endorsement which establishes that JPA, its elected representatives, officers, agents, and employees are named as additional insured as respects the services required of Consultant by this Agreement.
  2. Any insurance maintained by JPA shall apply in excess of, and not contribute with, insurance provided by Consultant's liability insurance policy.
  3. The insurance policy shall contain an endorsement that it shall not be canceled or non-renewed until after thirty (30) days written notice has first been given to JPA.
  4. The coverage shall include claims arising out of Consultant's use of motor vehicles, including owned, non-owned, and hired motor vehicles.
  5. The liability coverage shall not exclude liability assumed by written contract or agreement.
  6. The liability insurance shall include broad form property damage insurance.
- B. In addition to the insurance required in Section XII.A of this Agreement, during the term of this Agreement, Consultant shall at all times maintain, at its expense, professional liability insurance. The amount of such policy shall be no less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and the insurance policy shall expressly provide that it shall not be canceled or non-renewed until after (30) days written notice has first been given to JPA.
- C. Prior to commencing services pursuant to this Agreement, Consultant shall provide certificates indicating the existence of the insurance required by this Agreement, on insurance certificate forms acceptable to the JPA. Such certificates shall be executed by a duly authorized agent of Consultant's insurance provider.

**XII. WORKER'S COMPENSATION**

Consultant shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the JPA:

"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".

**XIII. NOTICE**

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

CONSULTANT: Gil Olivas  
SAIC  
4242 Campus Point Court, M/S D-4  
San Diego, CA 92121

JPA: Ms. Maria Wong, Executive Director  
Yolo Habitat JPA  
120 W. Main Street, Suite C  
Woodland, CA 95695

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines and/or mail provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

To Consultant: GILBERT.A.OLIVAS@saic.com (email)  
(858) 826-6094 (fax)

To JPA: [maria.wong@yolocounty.org](mailto:maria.wong@yolocounty.org) (email)  
(530) 668-1801 (fax)

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

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

**XIV. CONFLICT OF INTEREST**

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

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

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

**XV. COVENANT AGAINST CONTINGENT FEES**

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

**XVI. ASSIGNMENT AND CONTRACTS**

This Agreement is not to be assigned by Consultant in whole or in part. In addition, Consultant shall not subcontract any portion of the services required of Consultant by this Agreement without the express written consent of the JPA Executive Director.

**XVII. ENDORSEMENT**

Consultant shall endorse all plans, specifications, estimates, and engineering data furnished by it.

**XVIII. STATUS OF CONSULTANT**

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

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

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

**XIX. AMENDMENT**

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

**XX. WAIVER**

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

**XXI. AUTHORIZED REPRESENTATIVE**

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

**XXII. ENTIRE AGREEMENT**

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

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

YOLO COUNTY HABITAT/NATURAL  
COMMUNITY CONSERVATION PLAN  
JOINT POWERS AGENCY

SCIENCE APPLICATIONS  
INTERNATIONAL CORPORATION

By \_\_\_\_\_  
Helen M. Thomson, Chair  
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

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”.

SCIENCE APPLICATIONS INTERNATIONAL COPOATION

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## ATTACHMENT A

### **Exhibit A - Scope of Work**

#### **Yolo NCCP/HCP Plan Development**

**Combined Scope of work for  
TAIC, SAIC, L Studio,  
Berkeley Economic Consultants  
and Ebbin, Moser + Skaggs LLP  
with Assumptions for  
Tasks to be Conducted by SAIC and TAIC**

*November 5, 2008*

The following scope of work for the Yolo Natural Heritage Program (NHP) was jointly prepared by TAIC, SAIC, L Studio, Berkeley Economic Consultants and Ebbin, Moser + Skaggs (“The Consultant Team”), and the Executive Director of the Yolo County Habitat/Natural Community Conservation Plan JPA. This scope identifies the major tasks to complete the HCP/NCCP. However, some tasks are not covered under this scope of work, including preparation of an economic analysis; preparation of the public review draft and the final environmental documents pursuant to NEPA and CEQA; and preparation of the Implementing Agreement. These tasks and associated activities will be contracted separately.

Each task description is followed by assumptions describing the specific role for which SAIC (in red font) and TAIC (in blue font) would be responsible on that task. Only these roles of SAIC and TAIC are provided for in the cost estimate (Exhibit B).

#### Project Team Roles

The Consultant Team consists of the following individual Firms: Technology Associates (“TAIC”), Science Applications International Corporation (“SAIC”), L-Studio, Berkeley Economic Consultants (“BEC”) and Ebbin, Moser + Skaggs (“EMS”). JPA Executive Director and the lead attorney from EMS will jointly coordinate and direct the management of senior staff from each Firm and the Project Schedule. JPA Executive Director will act as Project Manager (“JPA Project Manager”) for this phase of HCP/NCCP development and will be responsible for contract administration. Individual Firms will assume the Lead on one or more of the tasks outlined in this Scope of Work according to their expertise (See Tasks).

The Consultant Team, working under the direction of the JPA Executive Director and the EMS lead attorney, and within this Scope of Work, will provide support to and seek input from the JPA's Steering Advisory Committee, Technical Advisory Committee and other working groups that may form to ensure that the broad range of stakeholder interest needs are addressed throughout the remainder of the planning process.

#### Project Schedule

The Yolo County NCCP/HCP Consultant Team has developed the following schedule for completion of the tasks identified in this Scope of Work. Major tasks to be completed are outlined below. Completion of the HCP/NCCP planning process within the desired timeframe depends on close coordination and the commitment of the Consultant Team to complete tasks on time and on budget. Each Firm is expected to inform the JPA Project Manager immediately of any condition that would cause delay in the schedule outlined below.

The period of performance for the consultant team work effort is November 15, 2008 to March 31, 2010.

## **TASKS**

Tasks associated with this Scope of Work are described below. Each task identifies the lead Consultant Team member and anticipated supporting firms.

### **Task 1.0 Finalize the Covered Species List**

The consultant team has used a comprehensive approach to evaluate species for inclusion or removal from the draft list of species to be addressed in the HCP/NCCP. Multiple reviewers, including experts from the wildlife agencies, the biological working group of the Steering Advisory Committee, and local species experts have reviewed the draft list and provided comments and feedback. The consultant team will review input and comments, and update the covered species list to be used to complete the planning and permitting process.

*Deliverable:* Produce updated list of species to be addressed in the planning process.

Lead: SAIC Supporting: TAIC

#### **Assumptions regarding SAIC's role:**

- JPA PM will provide SAIC with all comments to covered species
- SAIC will develop and apply criteria for developing a final list of species recommended to the JPA for coverage; criteria will be applied based on existing available information and comments
- JPA PM and Consultant Team conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

#### **Assumptions regarding TAIC's role:**

- TAIC will support SAIC with relevant GIS data searches as needed
- JPA PM and Consultant Team conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

## **Task 2.0 Finalize Species Accounts**

Draft species accounts have been developed for 69 species that are currently anticipated to be covered under the NCCP/HCP. These accounts focus on those key elements of the species life history that are important for conservation planning and management (e.g., species-habitat relationships, known threats, status and population trends, management issues); and information on species-habitat associations, life history, status and trends, threats and limiting factors, and known distribution in or near the study area. The wildlife agencies and the biological working group of the Steering Advisory Committee are reviewing the draft species accounts and will provide comments and feedback. Draft species accounts will be finalized based on the feedback and comments received. If additional species are added to the covered species list (Task 1.0), new species accounts will be drafted for those species (budget for drafting new species accounts will be authorized from the contingency budget).

*Deliverable:* Final species accounts for all covered species.

Lead: TAIC Supporting: SAIC

### **Assumptions regarding TAIC's role:**

- TAIC will compile comments from wildlife agencies, biological working group, and consultant team.
- TAIC will be responsible for preparing and delivery final draft species accounts to the JPA
- JPA PM and Consultant Team conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

### **Assumptions regarding SAIC's role:**

- SAIC will review existing species accounts and identify necessary revisions.
- SAIC will provide TAIC with up to 80 hours of support for revising species accounts; it is anticipated this support will be directed primarily at formulating strategies for addressing comments that might require substantial additional effort to resolve.
- TAIC will be responsible for preparing and delivery final draft species accounts to the JPA
- JPA PM and Consultant Team conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

## **Task 3.0 Goals and Principles for Landscape Conservation & Preserve Design**

### 3.1 Draft and Finalize Biological Goals, Objectives, and Criteria for Conservation

The goals, objectives, and criteria will describe what the NCCP/HCP will achieve for each species and ecological community along with criteria to evaluate the expected level of conservation. Goals, objectives, and criteria will be developed for each species and vegetation community. The draft goals will be circulated to the wildlife agencies and to the Steering Advisory Committee for review and comment. These goals will be used to develop preserve designs and conservation strategies, and to undertake the conservation analysis.

The biological goals will be developed through four work sessions with biologists with expertise for each of the four taxonomic groups: Plants/vegetation communities, invertebrates, reptiles and amphibians, birds, and mammals. The goals will be quantitative in terms of acres targeted for conservation, descriptive in terms of preserve design objectives, and will identify general criteria for avoidance and minimization measures and for management and monitoring. Work sessions will be facilitated by SAIC staff with participation by local consultant team biologists as needed, wildlife agency biologists, and members of the biological working group of the Steering Advisory Committee. Draft goals and objectives will be presented to the Steering Advisory Committee for input prior to finalizing.

Meetings: Consultant team members will attend up to one team meeting, four work sessions and two Steering Advisory Committee meeting in support of this task.

*Deliverable:* Draft and final set of goals, objectives, and criteria for each species and vegetation community.

Lead: SAIC Supporting: TAIC

#### **Assumptions regarding SAIC's role:**

- SAIC will develop a framework for structuring biological goals and objectives for review and approval by the JPA PM
- SAIC will prepare draft goals and objectives and criteria for evaluating expected levels of conservation for each covered natural community and species for review by the JPA PM and Consultant Team—objectives will be quantitative, but will not include target values.
- SAIC will revised the draft goals and objectives based on JPA PM and Consultant Team comments for presentation to the work groups
- SAIC will revise the draft biological goals and objectives based on comments received from the work groups with guidance from the JPA PM for presentation to the SAC
- Following completion of Task 10, SAIC will revise the draft biological goals and objectives to incorporate comments received from the SAC and to provide draft target values for quantitative objectives for review by the JPA PM and Consultant Team

- SAIC will revised the draft goals and objectives based on JPA PM and Consultant Team comments for presentation to the work groups
- SAIC will revise the draft biological goals and objectives based on comments received from the work groups with guidance from the JPA PM for presentation to the SAC
- SAIC will prepare the biological goals and objectives as a draft section to the Conservation Strategy chapter of the public draft HCP/NCCP document based on comments received from the SAC with guidance from the JPA PM for presentation to the SAC
- Up to 2 SAIC staff will attend 1 team meeting, up to 4 working group meetings, and up to 2 meetings of the SAC
- JPA PM and Consultant Team conference calls that may be necessary to coordinate completion of this task are assumed to be covered under conference calls described under other tasks

#### **Assumptions regarding TAIC's role:**

- TAIC will provide SAIC with draft biological goals and objectives documents.
- TAIC will review and provide comments to updated draft goals and objectives and criteria developed by SAIC for presentation to the work groups.
- TAIC will review and provide comments on the draft biological goals and objectives as a draft section to the Conservation Strategy chapter of the public draft HCP/NCCP document prepared by SAIC
- TAIC will provide maps and electronic display materials (e.g., PowerPoint slides, high resolution pdf maps, aerial photos, 3-D Google Earth display of preserves and conservation strategy areas) for the working group meetings
- One TAIC staff will attend 1 team meeting, up to 4 working group meetings. Biologist subcontractors to TAIC will also attend these meetings.
- JPA PM and Consultant Team conference calls that may be necessary to coordinate completion of this task are assumed to be covered under conference calls described under other tasks

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

#### *4.1 Finalize Predictive Species Distribution Models*

The consulting team has developed draft predicted distribution models for each species. The draft species models are currently under review by the wildlife agencies and the biological working group of the Steering Advisory Committee. The team will meet with the wild agency staff and biological working group to answer questions regarding the models and determine if and how the models will be modified. Modifications to the models will be made as needed.

## 4.2 *Finalize Species Locality Data*

Species locality data has continued to be collected from all known data sources (wildlife agencies, NGOs, Universities, and independent biologists). It will soon be necessary to “freeze” data collection efforts so that GIS analytical steps involved in preserve design and conservation analyses can be carried out. The consulting team will circulate the list of current data compiled in the database to the wildlife agencies and the Steering Advisory Committee prior to updating the GIS database. If significant new data sources are identified after this point, there will be another opportunity to integrate the new data into the database prior to plan finalization.

Meetings: Up to two biological working group meetings and two wildlife agency meetings.

*Deliverable:* Final predicted species distribution models, figures displaying predicted habitat for each species, and GIS acreage calculations, updated based on input from the wildlife agencies and the biological working group of the steering committee. Final species locality GIS database.

Lead: TAIC Supporting: SAIC

### **Assumptions regarding TAIC’s role:**

- TAIC attend up to two biological working group meetings and two wildlife agency meetings to review the models for all 69 species, answer questions, and determine if changes to the models are needed. Biologist subcontractors to TAIC will also attend these meetings.
- TAIC will make all GIS revisions to the model factors, update the GIS model results, update figures displaying model results, and recalculate the tables quantifying acres of predicted habitat in the study area and in each RMS category.
- TAIC will coordinate review of the species locality dataset prior to freezing the dataset for the conservation analysis. A table listing current species locality sources and an online interactive map will be available for wildlife agency and biological working group review.
- TAIC will evaluate relevant new data sources identified by the wildlife agencies and biological working group, and will acquire and integrate the data as appropriate.

### **Assumptions regarding SAIC’s role:**

- SAIC will review and provide comments on TAIC generated species predictive distribution model results.
- SAIC will not be involved in collection or review of new species locality data.
- Up to 2 SAIC staff will attend 1 meeting/conference call with TAIC to present comments on predictive species distribution models

## **Task 5.0 Finalize the Agriculture Conservation Planning Tools**

### *5.1 Finalize the Agricultural Habitat Value Matrix and Habitat Unit Conservation Goals*

A draft agriculture habitat value matrix has been developed and presented to the wildlife agencies. The consulting team will facilitate a work session with key wildlife agency biologists and the consulting team biologists involved in setting up the preliminary habitat value rankings to further refine and reach agreement on the matrix. The work session will review the process for determining the habitat value rankings and the rationale for each species agriculture habitat values for each crop. The draft conservation goals for each species using agriculture will also be reviewed and updated during the work session. The updated matrix will be presented to the Steering Advisory Committee for further comment prior to finalizing.

Meetings: Consultant team members will attend up to one planning meeting, one work session and one Steering Advisory Committee meeting in support of this task

*Deliverable:* Final agricultural matrix and habitat unit conservation goals for each species.

Lead: TAIC Supporting: SAIC

#### **Assumptions regarding TAIC's role:**

- TAIC coordinate the identification of wildlife agency biologists attending the meeting and the meeting scheduling. TAIC will work with SAIC to plan the meeting structure.
- One TAIC staff will attend 1 planning meeting, 1 work session, and 1 SAC meeting. Biologist subcontractors to TAIC will also attend the work session.

#### **Assumptions regarding SAIC's role:**

- SAIC will review wildlife agency comments to the matrix and assist TAIC with work session planning
- Up to 2 SAIC staff will attend 1 planning meeting, 1 work session, and 1 SAC meeting

### *5.2 Finalize Agricultural-Habitat Report: Report outlining Agricultural-Habitat Best Management Practices (BMPs), land owner/agricultural operator incentives, and Successful Agriculture-Habitat Conservation Programs*

An administrative draft Agricultural-Habitat Report has been prepared and distributed for internal review. A public draft Report will be prepared and distributed through the Steering Advisory Committee for additional public input. The consultant team will revise the draft Agricultural-Habitat Report based on input received .

Meetings: Consultant team members will attend up to one Steering Advisory Committee meeting in support of this task

*Deliverable:* Final Agricultural-Habitat Report.

Lead: TAIC Supporting: SAIC

**Assumptions regarding TAIC’s role:**

- TAIC will incorporate comments received from the consultant team and will prepare the public draft and circulate it to the SAC for review and comments. TAIC will finalize the report based on SAC input, as appropriate.
- One TAIC staff will attend 1 SAC meeting.

**Assumptions regarding SAIC’s role:**

- SAIC will review comments received to the draft Agricultural-Habitat Report and will provide suggestions to TAIC for addressing comments in the final report.

*5.3 Economic Analysis of Agricultural Production Options and Incentives*

A focused agricultural economic analysis is proposed that will provide information about agricultural market factors affecting agricultural operations in Yolo County that would help guide conservation strategies under the plan. This information will assist in evaluating the economic feasibility the target ranges for agricultural production identified in the Agricultural Matrix Analysis. The economic analysis will also support the development of the BMPs and associated incentives.

Meetings: Consultant team members will attend up to two team meetings and in support of this task.

*Deliverable:* Economic analysis report (Note: Funding for BEC’s participation in this task has been allocated under separate contract).

Lead: BEC Supporting: TAIC, EMS

**Assumptions regarding TAIC’s role:**

- TAIC will provide updated GIS data, agricultural habitat value tables, and associated conservation strategy information to BEC for use the economic analysis.
- One TAIC staff will attend up to two team meetings.

**Assumptions regarding SAIC’s role:**

- SAIC will provide no support to this task

## **Task 6.0 Finalize Alternatives and Select Preferred Conservation Strategies and Preserve Design**

### *6.1 Finalize Conservation Strategy Alternatives*

Conservation strategies describe the use of land preservation and management to achieve conservation goals and objectives. The general goals of the conservation strategy and preserve design are to represent all ecosystem/habitat types across their natural range of variation within the study area; and to include areas large enough to maintain viable populations, natural patterns of abundance and distribution, and evolutionary and ecological processes (including fire regime, flood plains, etc.). Identifying the best areas to accomplish these goals is a complex process that can best be accomplished using a combination of sophisticated GIS analysis and modeling tools combined with a detailed understanding of species, community, and landscape ecology.

Conservation strategies and the preserve design are expected to result from a combination of habitat preservation easements and set-asides (primarily in the uplands and some riparian and wetland habitats), conservation-oriented development policies and guidelines, and coordinated management of agricultural lands and riparian and wetland habitats. Draft conservation strategies and preserve design approaches are currently in various stages of development for each of the three identified subareas (natural uplands, riparian/wetlands, and agriculture). The conservation strategies describe the opportunities for conservation benefits to the Plan's proposed covered species in terms of map-based and process based outcomes. Alternative conservation strategies for each of the three subareas will be finalized with accompanying maps, figures, and tables. The consultant team will work with the JPA Project Manager, the Steering Advisory Committee and the wildlife agencies to refine and reach agreement on existing draft conservation strategies and preserve design approaches. The summary of the alternatives development and selection process will be formatted as a section or chapter of the Plan and/or the EIS/EIR documents.

Meetings: Consultant team members will attend up to 2 meetings with the JPA PM and Consultant Team, 2 meetings with the wildlife agencies, and 2 meetings with the SAC to coordinate preparation of the strategy alternatives

*Deliverable:* Conservation strategy alternatives text, maps, tables, and figures formatted for the Plan and/or the EIS/EIR.

#### Conservation Strategies~

Lead: SAIC Supporting: TAIC, EMS, BEC

#### **Assumptions regarding SAIC's role:**

- SAIC will coordinate with TAIC, EMS, and BEC to identify and develop up to 3 full draft alternative conservation strategies for conservation of natural uplands, riparian/wetlands, and agricultural habitats based on current alternatives concepts (2 drafts and 1 final)
- Up to 2 SAIC staff will attend up to 2 meetings with the JPA PM and Consultant Team, 2 meetings with the wildlife agencies, and 2 meetings with the SAC to coordinate preparation of the strategy alternatives

### **Assumptions regarding TAIC's role:**

- TAIC will provide support to SAIC, EMS, and BEC to develop up to 3 full draft alternative conservation strategies and will provide SAIC with GIS and other data base support necessary for drafting the alternatives
- One TAIC staff will attend up 2 meetings with the JPA PM and Consultant Team, 2 meetings with the wildlife agencies, and 2 meetings with the SAC to coordinate preparation of the strategy alternatives.

### Preserve Design~

Lead: TAIC Supporting: SAIC, EMS, BEC

### **Assumptions regarding TAIC's role:**

- TAIC will coordinate with SAIC and EMS to develop preserve design criteria and will conduct GIS-based analyses to apply the design criteria and prepare maps, tables, and figures for each alternative
- TAIC will review and work with SAIC and EMS to revise draft preserve designs
- Meetings for the preserve design element of this subtask are covered under the conservation strategy element of this subtask

### **Assumptions regarding SAIC's role:**

- SAIC will coordinate with TAIC and EMS to develop preserve design criteria applicable to each of the alternative strategies
- SAIC will review and work with TAIC and EMS to revise draft preserve designs
- Meetings for the preserve design element of this subtask are covered under the conservation strategy element of this subtask

### *6.2 Select Preferred Conservation Strategy Alternatives*

The Consultant Team will assist the JPA and affected stakeholders in selecting preferred conservation strategies based on the highest practicable conservation outcomes. The potential benefits and costs of each alternative will be summarized to facilitate informed decision-making. The preferred conservation strategies will be documented and formatted as the conservation strategy chapter (Chapter 5) of the Plan.

Lead: SAIC Supporting: TAIC, EMS, BEC

Meetings: Consultant team members will attend up to four meetings with wildlife agency staff; six working group meetings and four SAC meetings in support of this task.

*Deliverables: Final text and figures for conservation strategy chapter (Chapter 5).*

### **Assumptions regarding SAIC's role:**

- SAIC will coordinate with TAIC, EMS, and BEC to develop draft criteria for identifying a preferred strategy alternative for review by the JPA PM and Consultant Team, working groups, wildlife agencies, and SAC
- SAIC will revise the criteria based on comments in coordination with the JPA PM
- SAIC will apply the criteria to each of the alternative strategies and prepare a draft conservation strategy alternatives assessment report describing the results and providing a recommended preferred strategy alternative for review by the JPA PM and Consultant Team, working groups, wildlife agencies, and SAC
- Up to 2 SAIC staff will attend up to 2 meetings of the JPA PM and Consultant Team, 4 meetings with wildlife agency staff; 6 working group meetings and 4 SAC meetings
- BEC will prepare any cost-related analyses necessary to prepare the assessment

### **Assumptions regarding TAIC's role:**

- TAIC will conduct GIS and other data base analyses necessary for application of the preserve selection criteria.
- One TAIC staff will attend up to 1 meetings of the JPA PM and Consultant Team, 2 meetings with wildlife agency staff; 4 working group meetings and 2 SAC meetings

## **Task 7.0 Conservation Analysis**

The conservation analysis provides the detailed species-specific analysis of the level of conservation and impacts to species and habitats expected to occur as a result of the preserve design and conservation plan. This information will be used by the wildlife agencies (in addition to their own analysis) to help justify the issuance of incidental take permits. The conservation analysis includes the quantitative GIS calculations showing acres of habitat conserved and managed for each species, and a descriptive analysis of the effects of the criteria that will be applied under each conservation strategy and the conditions to that must be met for each species to meet species coverage requirements.

### *7.1 Initial Conservation Analysis of Alternative Conservation Strategies*

An initial quantitative conservation analysis will be conducted for each alternative conservation strategy. This GIS-based analysis will calculate the number of acres (or habitat units in agricultural areas) of each vegetation community, each species predicted habitat, and the number of known localities expected to be conserved under each alternative. This initial conservation analysis will be used to evaluate the relative ability of each alternative to achieve the conservation goals.

Meetings: Consultant team members will attend up to four meetings with wildlife agency staff; six working group meetings and four SAC meetings in support of this task

*Deliverables: Text and tables summarizing the quantitative conservation analysis results for each alternative.*

Lead: TAIC Supporting: SAIC

#### **Assumptions regarding TAIC's role:**

- TAIC will coordinate with the consultant team to develop and document an approach for conducting the alternative strategy conservation analysis
- TAIC will revise the approach based on JPA PM and SAIC review comments for presentation to the wildlife agencies, working groups, and the SAC
- Based on wildlife agency, working group, and SAC revisions adopted by the JPA PM to the approach, TAIC will conduct the alternatives strategy conservation analysis for review by the JPA PM and SAIC and the wildlife agencies
- TAIC will revise the quantitative conservation analysis based on comments to the first draft analysis for review by the working groups and the SAC
- Based on working group and SAC revisions to the analysis adopted by the JPA PM, TAIC will prepare a second draft of the alternatives strategy analysis for review by the management
- TAIC will prepare a 3rd draft analysis based on JPA PM and SAIC comments for presentation to the SAC
- One TAIC staff will attend up to 4 wildlife agency meetings, 6 working group meetings, and 4 SAC meetings

#### **Assumptions regarding SAIC's role:**

- SAIC will provide review and support as needed for development and documentation of an approach for conducting the alternative strategy conservation analysis
- SAIC (average 1.5 staff/meeting) will attend up to 4 wildlife agency meetings, 6 working group meetings, and 4 SAC meetings

- JPA PM and Consultant Team conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

## 7.2 Finalize Conservation Analysis

The draft quantitative conservation analysis will be finalized based on the selection of the preferred conservation strategies. A descriptive analysis of the level of conservation for each species will be written that incorporated the analysis of the effects of the criteria on each species and will be used to develop the conditions for coverage (avoidance criteria, management and monitoring requirements). The final conservation analysis will include figures and tables summarizing the level of conservation for each species, and will be formatted as an appendix to the Plan.

- Meetings: Consultant team members will attend up to 3 working group meetings, 2 wildlife agency meetings, and 1 SAC meeting in support of this task

*Deliverables: Final conservation analysis document (Appendix to Plan).*

Lead: TAIC Supporting: SAIC

### **Assumptions regarding TAIC's role:**

- TAIC will coordinate with the consultant team to develop and document an approach for conducting the selection of the preferred conservation strategies
- TAIC, in coordination with SAIC, will prepare an annotated outline of the conservation analysis document format and content, for review by the JPA PM
- TAIC, in coordination with SAIC, will prepare a draft of the final conservation analysis document for review by the JPA PM, working groups, and wildlife agencies
- TAIC will revise the draft final conservation analysis based on comments received to the previous draft for presentation to the SAC
- Based on SAC comments to the draft final conservation analysis and guidance from the JPA PM, SAIC will format the final conservation analysis document as an Appendix to the public draft HCP/NCCP document
- One TAIC staff will attend up to 3 working group meetings, 2 wildlife agency meetings, and 1 SAC meeting

### **Assumptions regarding SAIC's role:**

- SAIC will provide support to TAIC to develop the format and content of the conservation analysis in the form of technical review and specific written comments on all draft products

- SAIC will format the final conservation analysis document as an Appendix to the public draft HCP/NCCP document
- SAIC (average 1.5 staff/meeting) will attend up to 3 working group meetings, 2 wildlife agency meetings, and 1 SAC meeting
- JPA PM and Consultant Team conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

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

This task will involve focused discussions with the JPA, stakeholders, and wildlife agencies regarding the implementation approach and structure for the plan. A plan for a governance, funding, and administration of the plan will be developed to identify the entity(ies) to assume responsibility for plan implementation and oversight. The processes for coordination of the preserve assembly (acquisitions/easements), project review and compliance, monitoring and management will be developed and described. Up to three alternative implementation structure options will be developed. The Consultant team will assist the JPA in selecting a preferred implementation structure which will be formally described in the HCP/NCCP document. The implementation approach will be documented and formatted as Chapter 6 in the Plan.

Meetings: Consultant team members will attend up to 1 meeting with wildlife agency staff and 1 SAC meeting in support of this task

*Deliverable: Implementation Chapter (Chapter 6)*

Lead: EMS    Supporting: SAIC, TAIC, BEC

**Assumptions regarding SAIC’s role:**

- SAIC will coordinate with EMS to ensure that the elements of the implementation chapter are consistent with the implementation schedule, adaptive management, and monitoring elements of the HCP/NCCP document
- EMS will provide SAIC with draft chapter sections for incorporation into the implementation chapter
- SAIC will prepare up to 3 drafts of the implementation chapter based on guidance received from EMS and the JPA PM
- SAIC (1 staff) will attend 1 meeting with the wildlife agencies and 1 meeting of the SAC in support of this task

- JPA PM and Consultant Team conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

#### **Assumptions regarding TAIC's role:**

- TAIC will review and comment on draft components of the implementation chapter.
- JPA PM and Consultant Team conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

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

This task involves the identification and description of the types of activities, including development, agriculture, infrastructure, and operations and maintenance, that may affect sensitive resources within the plan area. The consultant team will work with the JPA Executive Director to identify and interface with the county; the four incorporated cities; SACOG; Caltrans; federal state and local agencies, utility service providers; and others who are expected to undertake work in the Plan area to develop a representative list of activities that should be covered under the NCCP/HCP. These activities will be summarized in the Covered Activities Chapter (Chapter 3) that describes the activities that will receive regulatory coverage as well as identifying compatible activities that may be allowed within reserve areas.

**Meetings:** Consultant team members will attend up to 4 applicant meetings, 2 meetings with wildlife agency staff; 1 working group meeting and 1 SAC meeting in support of this task

**Deliverable:** Covered Activities chapter (Chapter 3) describing activities within the plan area that may affect sensitive resources, including development, agriculture, and operations and maintenance of public and private infrastructure.

**Lead:** SAIC **Supporting:** TAIC

#### **Assumptions regarding SAIC's role:**

- SAIC will attend up to 4 meetings (average 1.5 staff/2 hours/meeting) with the Applicants to prepare a draft list and description of the covered activities for review by the JPA PM and wildlife agencies
- The JPA PM will be responsible for ensuring the transfer of GIS and other relevant information necessary to describe the covered activities from the Applicants to SAIC and TAIC
- SAIC will prepare a 2<sup>nd</sup> draft covered activities chapter for presentation to the SAC based on comments received to the first draft

- SAIC will revise the covered activities chapter based on SAC comments and guidance from the JPA PM formatted as a chapter of the public draft HCP/NCCP document
- Up to 2 SAIC staff will attend 1 working group meeting, up to 2 meetings with the wildlife agencies, and one meeting of the SAC
- JPA PM and Consultant Team conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

**Assumptions regarding TAIC’s role:**

- TAIC will review and comment on draft components of the covered activities chapter.
- TAIC will integrate any GIS data for covered activities into the HCP/NCCP project geodatabase.
- TAIC will be responsible for preparing GIS generated and other graphics necessary to prepare the covered activities Chapter
- JPA PM and Consultant Team conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

**Task 10.0 Conduct the Impact Assessment**

The impact assessment will estimate the impact to covered species as a result of the implementation of the HCP/NCCP, including the effect of covered activities. The analysis will consider the level of incidental take that is reasonably expected to occur within the planning area. Where appropriate, the impact assessment will consider species level impacts using population scaled units of measurement, to the extent practicable. Impacts from covered activities on natural communities covered by the Plan will consider ecosystem integrity, ecosystem function and species diversity. Impacts associated with location-specific projects may be directly calculated using GIS; impacts resulting from other covered activities will be estimated based on the best available information. It is possible that certain project-specific impacts will need to be evaluated through subsequent environmental review processes undertaken by project proponents. The impact assessment will be documented and formatted as Chapter 4 in the Plan.

Meetings: Consultant team members will attend up to two meetings with wildlife agency staff; one working group meeting and one SAC meetings in support of this task.

*Deliverable: Impact Assessment Chapter (Chapter 4)*

Lead: TAIC Supporting: SAIC, EMS

**Assumptions regarding TAIC’s role:**

- TAIC will coordinate with the consultant team to develop and document an approach for conducting the impact assessment.
- One TAIC staff will attend 1 working group meeting, up to 2 meetings with the wildlife agencies, and 1 meeting of the SAC
- TAIC will, in coordination with the consultant team, conduct GIS database-related analyses necessary for conducting impact assessment
- TAIC will review and comment on draft components of the impact assessment chapter.
- TAIC will create figures, as needed, for the impact assessment chapter.
- JPA PM and Consultant Team conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

**Assumptions regarding SAIC's role:**

- SAIC will develop an annotated outline of the impact assessment chapter of the HCP/NCCP document for review and approval by the JPA PM
- SAIC will prepare a draft document describing the approach to conducting the impact assessment for review by the JPA PM and Consultant Team
- SAIC will revise the impact assessment approach document based on JPA PM and Consultant Team comments, present the approach to the wildlife agencies for review and comment
- Based on comments received from the wildlife agencies and guidance from the JPA PM, SAIC will conduct a first draft impact assessment based on the agreed impact assessment approach
- SAIC will present draft results of the analysis of footprint impacts of the covered activities and conservation measures to one working group and the wildlife agencies and revise the assessment as appropriate based on comments received
- SAIC will prepare a complete 1<sup>st</sup> draft impact assessment chapter for review by the JPA PM and Consultant Team and the wildlife agencies
- SAIC, with support from TAIC, will prepare a 2<sup>nd</sup> draft impact assessment chapter based on JPA PM and Consultant Team and wildlife agency comments for presentation to the SAC
- SAIC will revise the impact assessment chapter based on SAC comments and guidance from the JPA PM formatted as a chapter of the public draft HCP/NCCP document
- Up to 2 SAIC staff will attend 1 working group meeting, up to 2 meetings with the wildlife agencies, and one meeting of the SAC

- JPA PM and Consultant Team conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

### **Task 11.0 Coordinate General Plan policies with NCCP**

The County is in the process of updating its General Plan. It will be important for the General Plan to be consistent with the NCCP/HCP with regard to the conservation and open space policies and guidelines, as well as planned development, housing density, and planned roadways and other infrastructure. The consultant team will coordinate with the County to evaluate the proposed General Plan land use relative to biological resources and preserve design, and will integrate proposed General Plan estimates for indirect effects and cumulative impacts into the NCCP/HCP development process. The consultant team will provide feedback to General Plan update process to ensure consistency between the two planning efforts.

Meetings: Consultant team members will attend up to two meetings with county staff in support of this task

*Deliverable:* Maps showing proposed General Plan land use relative to the biological resource data and conservation strategy/preserve design.

Lead: JPA    Supporting: TAIC, SAIC

#### **Assumptions regarding SAIC's role:**

- SAIC (1 staff person) will attend up to 2 meetings with county staff
- SAIC, with assistance from TAIC as necessary, will prepare handouts presenting relevant information in support of the county staff meetings

#### **Assumptions regarding TAIC's role:**

- TAIC will prepare draft maps showing proposed General Plan land use relative to the biological resource data and conservation strategy/preserve design at the direction of SAIC for review by the JPA PM and use by county staff in their planning efforts
- TAIC will receive in GIS format all relevant General Plan layers prepared by the General Plan update consultant and/or the County.

### **Task 12.0 Coordination with Other Planning Processes**

Several parallel planning processes of local and regional significance are currently being undertaken by others. These include the County's Integrated Regional Water Management Plan; upcoming general plan updates for the four incorporated cities; the SaCOG Blueprint and Greenprint Plans; and the Bay-Delta Conservation Plan. These processes have the potential to be valuable

information inputs into development of the Yolo NHP and could result in efficiencies in time, effort and cost to the JPA. The consultant team will assist the Executive Director as needed in coordinating development of the Yolo NHP with these related planning processes.

Meetings: Consultant team members will attend up to three 2 hour meetings with in support of this task

*Deliverable:* None.

Lead: JPA    Support: SAIC, TAIC, EMS, BEC

**Assumptions regarding SAIC’s role:**

- SAIC, with assistance from TAIC as necessary, will prepare supporting handouts presenting relevant information in support of coordination with other plans
- Up to 2 SAIC staff will attend up to 3 meetings with other relevant planning entities

**Assumptions regarding TAIC’s role:**

- TAIC will continue to provide as needed support for this task to review data, create GIS figures, and provide analysis to the JPA PM
- JPA PM and Consultant Team conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

**Task 13.0    Outreach to Local Colleges/Universities**

The scientific community at UC-Davis and other nearby colleges, universities, and other conservation and research centers represent an important potential source of information. The consultant team will continue to contact key researchers at these institutions to obtain, where available, information and data relevant to the plan development and implementation process.

Meetings: Consultant team members will participate in up to two all-day coordinating meetings in support of this task.

*Deliverable:* None

Lead: JPA    Supporting: TAIC, SAIC

**Assumptions regarding TAIC’s role:**

- TAIC will continue to provide as needed support for this task including coordination with the JPA PM to contact, exchange data and information, and meet with members of the local academic community
- One TAIC staff will attend each of the 2 coordinating meetings

**Assumptions regarding SAIC's role:**

- SAIC, with assistance from TAIC as necessary, will prepare supporting handouts presenting relevant information in support of the coordinating meetings
- Up to 3 SAIC staff will attend each of the 2 coordinating meetings

**Task 14.0 Public Outreach and Communication**

Public participation and outreach are critical to building a broad base of support for the Yolo NHP planning process. Given the complexity of the issues involved, the number of stakeholders who are invested in the outcome of the planning process and the timeline for decision making, the goals of the public involvement strategy are to involve and inform the public about the Yolo Natural Heritage Program, ensure that the Yolo Natural Heritage Program reflects the values of the public at large, and build broad community support for the successful implementation of the NCCP/HCP.

Objectives of Public Outreach and Communication:

- . Present program analysis and recommendations to public
- . Educate the public on the importance of this regional planning initiative
- . Involve and inform the public about the program in order to reflect the values of the public and garner robust and lasting support
- . Build awareness and pride in the community, fostering a coherent sense of place based on an understanding of the importance of local economies and natural communities
- . Create demand for Yolo-based products and opportunities for the County's economy
- . Foster collaborative partnerships
- . Build support from government agencies and key stakeholders

The following are identified as communications materials that will be required for public outreach and program documentation for the Yolo Natural Heritage Program. This phase of public outreach is expected to extend through the end of 2009.

*14.1 Traveling Kiosk.*

Design content and graphics for kiosk displays; produce art for fabricator; coordinate fabrication of 2D graphic panels; help structure questions for interactive touch screen display and share files for graphics.

*14.2 Public Open House Support.*

Develop outreach strategies for one public open house to be held in each of the four incorporated cities; design outreach materials including invitations, posters and displays; produce digital art and manage production; attend initial session to capture feedback. Leveraging existing stories and images develop design and content for “take away” and “leave behind” outreach materials including a pocket brochure, posters, bumper stickers; produce art work for pdf downloads and printed versions; manage production

#### *14.3 E- Newsletter.*

Design template for a 1 page e-newsletter; generate art for up to four editions; assist in coordination of distribution

#### *14.4 Annual Report.*

Develop template for two sided pdf with annual updates; produce 07/08 for posting to website; produce limited run of printed editions

#### *14.5 L-Studio Contingency (10%)*

Assist in identifying other materials needed to facilitate public outreach and communications about the program; provide consulting, strategy, design, digital art and production management as needed up to budget allocation

Lead: L Studio      Support: EMS, TAIC

#### **Assumptions regarding TAIC’s role:**

- TAIC will continue to provide as needed support for this task including coordination with the JPA PM and L-Studio to provide GIS products for Public Outreach materials, and technical QA/QC of draft materials prepared by L-Studio, as needed.
- JPA PM and Consultant Team conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

#### **Assumptions regarding SAIC’s role:**

- SAIC will review 2 drafts of informational material prepared for the kiosk
- SAIC will review 2 drafts of the Public Open House Support strategy papers
- Conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

### **Task 15.0 Prepare Introduction and Existing Conditions Chapters**

The consultant team will develop *Introduction* and *Existing Conditions* chapters of the HCP/NCCP document. The Introduction chapter (Chapter 1) will include the background, purpose, and objectives of the Plan; reviews the regulatory setting; and summarizes the HCP/NCCP process. The Existing Conditions chapter (Chapter 2) will describe describes the historic and current ecological conditions; natural communities and habitats, and covered species addressed in the plan; and discusses climate change. The first draft of these chapters has been developed; therefore this task covers effort on subsequent drafts.

Meetings: Consultant team members will attend up to two team meetings and one Steering Advisory Committee meeting in support of this task

*Deliverable:* Draft Introduction and Existing Conditions chapters.

Lead: SAIC Supporting: TAIC

#### **Assumptions regarding SAIC's role:**

- Based comments, SAIC will develop a 2<sup>nd</sup> draft of the Introduction and 2<sup>nd</sup> draft of the Existing Conditions chapters of the HCP/NCCP document for presentation to the SAC
- SAIC will revise the 2<sup>nd</sup> draft chapters based on SAC comments
- Up to 2 SAIC staff will attend up to 2 JPA PM and Consultant Team meetings
- Up to 2 SAIC staff will attend up to 1 SAC meeting

#### **Assumptions regarding TAIC's role:**

- TAIC will coordinate with SAIC to prepare GIS- and graphics-related support for preparation of the chapters and technical review of draft chapters
- TAIC will provide electronic copies of draft and final documents and analysis to SAIC as needed to support preparation of the Introduction and Existing Conditions chapters.
- JPA PM and Consultant Team conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

### **Task 16.0 Design Draft Adaptive Management and Monitoring Framework Plan**

Develop the draft adaptive management and monitoring framework plan identifying management and monitoring responsibilities, targets for management and monitoring, triggers for management actions, timing of management and monitoring actions. The draft adaptive management and

monitoring framework plan will at a minimum identify potential uncertainties in the Plan, incorporate a range of alternatives for addressing those uncertainties, describe a monitoring program to determine the periodic success rate of each of these alternatives and develop a feedback loop from the monitoring program that allows management strategies to be updated and improved, if needed, over the life of the Plan.

The draft adaptive management and monitoring framework plan will be developed in three stages to allow for early and frequent input from representative affected stakeholders: 1) The consultant team will work with the JPA Project Manager and the Steering Advisory Committee and its relevant working groups to identify an appropriate range of management and monitoring tools that are both flexible and promote the desired biological and regulatory outcomes. 2) The consultant team will use this information to prepare an administrative draft of the adaptive management and monitoring framework plan for internal review purposes. 3) A public draft adaptive management and monitoring framework plan will be prepared for inclusion in the draft HCPNCCP documentation.

Meetings: Consultant team members will attend up to three working group meetings and two SAC meetings in support of this task.

*Deliverable:* Text and figures associated with the adaptive management and monitoring framework plan formatted as the monitoring and adaptive management chapter.

Lead: SAIC Supporting: TAIC, EMS

### **Assumptions regarding SAIC's role:**

- SAIC will prepare a draft annotated outline of the monitoring and adaptive management chapter for review by the JPA PM and Consultant Team
- SAIC will prepare a concept paper describing uncertainties and monitoring concepts for addressing adaptive implementation and effectiveness monitoring of draft conservation measures for presentation and discussion at up to 3 working group meetings
- SAIC will revise the concept paper based on comments received from the working groups for presentation to the SAC
- Based on the chapter outline and comments received from the working groups and the SAC on the concept paper, SAIC will prepare a 1st draft of the chapter for JPA PM and Consultant Team review
- Based on review comments, SAIC will prepare a 2<sup>nd</sup> draft for presentation and review by the SAC
- SAIC will prepare the public draft HCP/NCCP document adaptive management and monitoring chapter based on SAC and JPA PM and Consultant Team comments received to the 2<sup>nd</sup> draft chapter
- SAIC will attend up to 3 working group and 2 SAC meetings (2.5 SAIC staff on average) to coordinate preparation of the public draft HCP/NCCP document adaptive management and monitoring chapter

- SAIC will attend up to 2 meetings (up to 2 SAIC staff/meeting) and participate in up to 4 conference calls (average 2.5 staff per call) with the JPA PM and Consultant Team to coordinate preparation of the public draft HCP/NCCP document adaptive management and monitoring chapter

#### **Assumptions regarding TAIC's role:**

- TAIC will provide technical review of the draft monitoring and adaptive management chapter, and will coordinate with SAIC to prepare GIS- and graphics-related support as needed for preparation of the chapter
- One TAIC staff will attend up to 1 working group meetings and 1 SAC meeting
- Conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

#### **Task 17.0 Prepare Supplemental Chapters/Sections of the Plan Document**

Once the core chapters of the Plan are complete, the consultant team will develop the supplemental chapters/sections, including:

- **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.

*Deliverable:* Supplemental sections/chapters.

Lead: SAIC Supporting: TAIC

#### **Assumptions regarding SAIC's role:**

- 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 will provide SAIC with full citations and documentation of personal communications cited by TAIC in document sections
- This task assumes that the 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

- Conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

#### **Assumptions regarding TAIC's role:**

- TAIC will provide QA/QC review and comment on draft components of the supplemental chapters and sections.
- TAIC will provide SAIC with full citations and documentation of personal communications cited by TAIC in document sections
- Conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

#### **Task 18.0 Draft Plan Review and Revision Cycles**

The draft plan will undergo three review cycles before finalization. (1) An internal administrative review draft will be prepared for review by the consultant team, JPA staff and the wildlife agencies. (2) A 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) A revised public review draft will then be prepared based on input received during the Steering Advisory Committee/wildlife agency review process and distributed for formal public input and comment.

Meetings: The consulting team will participate in 2 meetings with the JPA PM and up to 6 conference calls with the JPA PM to coordinate revisions to the review documents

*Deliverable:* Internal administrative review draft; a preliminary public draft; final public review draft.

Lead: EMS Supporting: SAIC, TAIC

#### **Assumptions regarding SAIC's role:**

- SAIC will prepare the preliminary public draft HCP/NCCP document based on review comments to the administrative draft received from the JPA PM
- SAIC will prepare the public HCP/NCCP document based on review comments to the preliminary public draft received from the JPA PM
- SAIC will coordinate revisions with TAIC and EMS
- SAIC will maintain a record of how each comment received to administrative and preliminary public review draft documents is addressed

- 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.

**Assumptions regarding TAIC’s role:**

- TAIC will coordinate with SAIC to revise GIS-figures and tables based on comments to the administrative draft and the preliminary public draft
- TAIC will provide editing and review support as needed
- One TAIC staff will attend up to 2 meetings with the JPA PM and Consultant and participate in up to 6 conference calls with the JPA PM and Consultant Team to coordinate revisions to the review documents

**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. The EIR/EIS will incorporate alternatives described in the proposed conservation plan. The Consultant Team will 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: Consultant team members will attend one kick-off meeting and up to two coordinating meetings in support of this task.

*Deliverable: As needed GIS support, consultation, and meetings.*

Lead: JPA/FWS    Supporting: EMS, TAIC, SAIC

**Assumptions regarding SAIC’s role:**

- 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 attend up to 4 meetings (up to 3 SAIC staff) and participate in up to with 10 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.

**Assumptions regarding TAIC’s role:**

- TAIC will coordinate with SAIC and the EIR/EIS consultant to transfer the GIS and other database files.
- Conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

**Task 20.0 Funding Procurement Support**

The consultant team will provide support to JPA to develop proposals for funding under the U.S. Department of the Interior’s Cooperative Endangered Species Conservation Fund (“Section 6” Program). At the request of the JPA, the consultant team will assist the JPA in identifying and securing other sources of funding from State, federal and private programs.

Lead: JPA    Support: EMS, TAIC

**Assumptions regarding TAIC’s role:**

- TAIC will provide up to 40 hours general support to the JPA PM and EMS for assistance with grants and funding.

**Assumptions regarding SAIC’s role:**

- SAIC will provide no support to this task

**Task 21.0 Website Support**

The Yolo Natural Heritage Program website is the project’s primary communication tool. On-going and regular maintenance of the website is necessary to ensure that the public and interested stakeholders are informed and involved.

Deliverables: Species and natural communities page; conservation portfolio page; conservation project highlights page; events calendar. Ongoing website maintenance.

Lead: TAIC    Support: L-Studio, SAIC

### **Assumptions regarding TAIC's role:**

- TAIC will provide up to 16 hours per month (assuming an 18 month schedule to completion) of general website support, updates, posting, maintenance, and development of new content.

### **Assumptions regarding SAIC's role:**

- SAIC will expend up to 24 staff hours reviewing and coordinating updates to the Yolo Natural Heritage Program website with TAIC and L-Studio
- Conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

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

The maintenance of the GIS database includes the ongoing update of GIS data as primary source data is updated, the acquisition of new relevant GIS layers that were not previously available, and the ongoing integration and maintenance of primary data layers with analytical data layers generated throughout the conservation planning process. It will soon be necessary to “freeze” data collection efforts for species locality data so that GIS analytical steps involved in preserve design and conservation analyses can be carried out (see Task 4.2). Maintenance and updates to other data layers including the Resource Management Status data layer (including tracking of new conservation easements and conserved lands) will continue to occur throughout the project.

*Deliverable:* Up-to-date GIS database with metadata (delivered at the end of the project).

Lead: TAIC Support: SAIC

### **Assumptions regarding TAIC's role:**

- TAIC will continue to update the GIS database with new GIS data at appropriate intervals.
- At the end of the project TAIC will package the GIS database and associated metadata and deliver it to the JPA PM in an ESRI-compatible format (e.g., ArcGIS 9.x).

### **Assumptions regarding SAIC's role:**

- SAIC will expend up to 24 staff hours coordinating updates to the GIS database with TAIC
- Conference calls and meetings that may be necessary to coordinate completion of this task are assumed to be covered under conference calls and meetings described under other tasks

## **Task 23.0 Formal Team Meetings**

In addition to the ongoing internal team meetings, conference calls, etc to coordinate efforts with the consultants and outside parties, a number of additional formal team meetings will be required. The formal meetings include meetings with the JPA (4 total), Steering Committee (6 total), Wildlife agencies (6 total), Public Workshops (4 total), and weekly team conference calls (52 per year).

Lead: JPA    Support: TAIC, SAIC, EMS, BEC, L-Studio

*Deliverable:* Table of Action Items.

**Assumptions regarding TAIC’s role:**

- One TAIC staff will attend up to 4 JPA, 6 Steering Committee, and 6 Wildlife agency meetings in addition to those described in other tasks
- One TAIC will attend up to 4 Public Workshops
- TAIC will participate in up to 52 team conference calls (average 1.5 staff/call)

**Assumptions regarding SAIC’s role:**

- SAIC will attend up to 4 JPA, 6 Steering Committee, and 6 Wildlife agency meetings in addition to those described in other tasks (average 2.5 staff/meeting)
- Up to 2 SAIC will attend up to 4 Public Workshops
- SAIC will participate in up to 52 team conference calls (average 1.5 staff/call)

**Task 24.0    SAIC Project Management**

The SAIC project manager, supported by the SAIC controller and project manager assistant, will coordinate the SAIC project team, manage the contract, track the budget, prepare monthly progress reports, and maintain communication with the JPA PM regarding contracting and budget issues.

*Tasks Not Covered by this Scope of Work*

The tasks and activities associated with an economic analysis of the Yolo NHP and the NEPA/CEQA environmental document development are not included in this proposed scope of work and its associated budget and contract. The economic analysis tasks and NEPA/CEQA environmental documentation will be contracted separately with an independent environmental consultant.

**NEPA/CEQA Documentation and Economic Analysis**

The NEPA/CEQA documentation and Economic Analysis tasks are briefly identified here; however, the details of these tasks will be developed at a later date by the NEPA/CEQA and economic consultants and will be contracted separately.

- Scoping and Preparation of NOI/NOP

- Preparation of Environmental Documents
  - Administrative review draft
  - Public review draft
- Finalize Plan and Environmental Documents Based on Public Review
- Economic analysis of the HCP/NCCP implementation
- Implementing Agreement

**XXIII. General Scope Assumptions Regarding SAIC's and TAIC's Role**

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:

- 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 and/or TAIC to the JPA PM and the JPA PM will be responsible for distribution to appropriate reviewers.
- SAIC and/or TAIC is not responsible for the accuracy or completeness of data and information provided to SAIC and/or TAIC 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 and/or TAIC's responsibility as to schedule.