

Staff Report

TO: Chair and Board Members
Yolo County Habitat JPA

FROM: Maria Wong
Executive Director

DATE: April 25, 2011

SUBJECT: Approve amendments to contracts for Ebbin Moser + Skaggs, LLP;
Berkeley Economic Consulting, Inc.; and SAIC to modify scopes and
budgets pursuant to the 2011 ERP grant.

Requested Action:

1. That the Board approve the following amendments to consultant agreements pursuant to the 2011 ERP grant and authorize the Chair to execute said Amendments pending approval of contract documents by JPA counsel.
 - a. Ebbin Moser + Skaggs, LLP: Incorporate the 2011 ERP Scope of Work and increase the amount of compensation by \$208,750 for a total maximum contract amount of \$822,510;
 - b. Berkeley Economic Consulting, Inc.: Incorporate the 2011 ERP Scope of Work and increase the amount of compensation by \$55,000 for a total maximum contract amount of \$175,500; and
 - c. SAIC: Incorporate the 2011 ERP Scope of Work and increase the amount of compensation by \$168,250 for a total maximum contract amount of \$1,628,419.
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The Board adopted a resolution accepting \$500,000 in ERP grant funds in February. This action is necessary to modify existing consultant contracts to bring them into conformance with the 2011 ERP Grant. The 2011 ERP Grant will fund consultant support through conclusion of the HCP/NCCP planning process and provides \$60,000 in funding for JPA staff time associated with the tasks identified in the Scope of Work (Attachment 1).

ATTACHMENTS:

Attachment 1: 2011 ERP Grant Scope of Work
Attachment 2: 2011 ERP Grant Budget
Attachment 3: Draft Eighth Amended Agreement between Ebbin Moser + Skaggs, LLP and the JPA.
Attachment 4: Draft Fourth Amended Agreement between Berkeley Economic Consulting, Inc and the JPA
Attachment 5: Draft Sixth Amended Agreement between SAIC and the JPA

ATTACHMENT 1
2011 ERP Grant Scope of work

Task 1 – Project Management and Administration

The Grantee shall be responsible for the performance of the work as set forth in this Agreement. The Grantee shall be responsible for the preparation of products and a final report, as specified by Exhibit A – Attachment 1, “Schedule and List of Deliverables”. The Grantee’s Project Manager shall promptly notify the Grant Manager of events or proposed changes that could affect the Scope of Work, budget, or schedule of work performed under this Agreement.

The Grantee shall provide Quarterly Progress Reports, Monthly Invoices, and scheduled deliverables as indicated in Exhibit A – Attachment 1, “Schedule and List of Deliverables”.

Subtask 1.1 – Project Management

Technical and administrative duties shall include project management, budgeting, scheduling, coordination, report preparation, Grant management, invoicing, equipment maintenance and data collection, storage and analysis, subcontractor management, and all other responsibilities that may be necessary to complete the Scope of Work specified in this Agreement.

The work performed in this subtask includes the preparation and submission of Quarterly Progress Reports to the Grant Manager; the planning and conducting of quarterly status meetings with all project investigators to review progress and issues from the previous quarter; the preparation and submission of the project Final Report; and the preparation and submission of deliverable products as specified in Exhibit A – Attachment 1, “Schedules and List of Deliverables”.

The Grantee’s Project Manager shall submit all reports, deliverables, etc. electronically, using one (1) or more of the following formats (as applicable): Adobe Acrobat or Microsoft Office (e.g., Word, Excel, PowerPoint, Access). In all cases, the Grantee will clearly identify the software program needed to open, view, and archive the files/deliverables being submitted. The standard three (3) digit file extension is sufficient information to determine the electronic format used.

If the document/deliverable is “write-protected”, the Grantee shall ensure that each file does not exceed two (2) MB in size. If necessary, the Grantee shall break up the report/deliverable into separate components in order to not exceed the two (2) MB size limit. The exception to breaking up deliverables would be for GIS/GPS data, CAD, models, videos, or DVDs. The information format for sending these documents/deliverables is shown below:

Attention: Ecosystem Restoration Program Document Custodian/ BDCP Grant Manager
Project Title:
Agreement No.:
Type of Document (i.e., Task 2 deliverable title, final report, etc.):

Subtask 1.2 – Quarterly Progress Reports

The Grantee shall prepare and submit Quarterly Progress Reports to the Grant Manager in electronic form using the progress report format attached as Exhibit A – Attachment 2, “Sample Quarterly Progress Report Form”. Each progress report shall detail work accomplished, discuss any problems encountered and recommend potential solutions to

those problems, detail costs incurred during the subject period, and document delivery of any intermediate work products. A brief outline of upcoming work scheduled for the subsequent period should also be provided. Progress reports must be submitted within thirty (30) days following each quarterly month following Agreement execution.

Subtask 1.3 – Quarterly Invoices

The Grantee shall prepare and submit Monthly Invoices to the Grant Manager using instructions detailed in Exhibit B, “Invoicing and Payment Provisions” and the invoice format attached as Exhibit B – Attachment 3, “Sample Monthly Invoice Form”. Each invoice shall be submitted with sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Grantee and subcontractor and the hours expended to perform or complete those activities. Invoices must be submitted within thirty (30) days following each quarterly month following Agreement execution.

Subtask 1.4 – Subcontractor Selection

Subcontracts will be awarded to Science Applications International Corporation (SAIC); Ebbin Moser + Skaggs, LLP (EMS); Berkley Economic Consulting (BEC); and L Studio for: public outreach and planning coordination/participation (Task 2), final data collection, GIS integration (Task 3), preparation of documents (Task 4), and project close out (Task 1).

The Grantee may award other subcontracts as necessary to qualified consultants or other agencies. The subcontractors (other than those listed above) shall be selected by a process that complies with applicable State and Federal regulations. The grantee shall prepare a legally enforceable Agreement between the Grantee and the selected subcontractors. All subcontract Agreements shall describe the Scope of Work and the products expected from each subcontractor. The Grantee shall submit all draft subcontract documents to the Grant Manager for review and approval prior to execution. The Grantee shall document steps taken in soliciting and awarding the subcontractor (other than those listed above) - and submit them to the Grant Manager for review. In the Quarterly Progress Report, the Grantee shall document all subcontractor activities, deliverables completed, progress, issues, and proposed resolutions.

Subtask 1.5 – Data Management

The Grantee shall prepare and submit to the Grant Manager all data generated by the project for input into the DFG data system using Exhibit A – Attachment 4, “Project Data Form”. The Grantee shall be responsible for verifying the quality of the data.

Subtask 1.6 – Project closure

The Grantee shall submit a Project Close-Out Summary Report to summarize the project accomplishments. The format is attached to the Agreement as Exhibit A – Attachment 5, “Project Close-out Summary Report”. The Grantee shall submit a Final Invoice for payment, with separate delineation for payout of 10 percent (10%) retention.

Task 1 Deliverables: Quarterly progress reports, invoices, copies of all subcontracts and subcontract documentation, Project Close-Out Summary Report and Final Invoice. Deliverables are listed in Exhibit A – Attachment 1, “Schedule and List of Deliverables”.

Task 2 – Public outreach and planning coordination

Task 2.1 – Public Meetings

Public participation and outreach are critical to maintaining a broad base of support for the Yolo NHP planning process and ensuring a smooth transition to the implementation phase of the HCP/NCCP. 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 goal of public outreach is to maintain public involvement, particularly after the Draft Yolo County HCP/NCCP is released for public review. This effort will ensure that the final Yolo County HCP/NCCP reflects the values of the public-at-large and can expect continued broad community support. Public outreach will focus on efforts that keep interested stakeholders and decision makers apprised of changes to the Yolo NHP that result from BDCP and other Delta related actions.

Task 2.2 – Coordination with other planning processes

Others are currently undertaking parallel planning processes of local and regional significance, including the Bay Delta Conservation Plan, the Delta Stewardship Council, the Delta Protection Commission, the Army Corps of Engineers, and the Sacramento-San Joaquin Delta Conservancy. The Grantee will oversee the subcontractors in coordinating with these efforts to ensure, to the extent possible, that mutually beneficial outcomes are achieved. Regular meetings, data exchanges and joint planning will be used to meet this goal. Special meetings with other planning agencies are anticipated following the release of the public Draft HCP/NCCP.

Task 2 Deliverables: The Grantee shall document public meetings by preparing a meeting summary for each meeting that includes the following materials: 1) evidence of public notice, 2) meeting agenda, 3) attendance record, and 4) meeting minutes. The Grantee shall submit meeting summaries to the Grant Manager within thirty (30) days after each meeting. Meeting summaries shall be made available to the public upon request. At least two public meetings will be held once the Draft HCP/NCCP is released for public review.

The Grantee shall conduct public meetings, and prepare and submit public meeting summaries and informational materials to the Grant Manager in accordance with the deliverable timeline listed in Exhibit A – Attachment 1, “Schedule and List of Deliverables”.

Task 3 - Final Data Collection, Updates, GIS Data Integration and Maintenance

Task 3.1 - GIS integration and updates

Final GIS integration and updates are crucial to ensure that the final body of data reflects the final HCP/NCCP. Implementation of the HCP/NCCP could be affected by concurrent planning processes, such as the Bay Delta Conservation Plan, physical changes that result from early implementation projects to improve Delta conditions, the forthcoming Delta Plan, resolution of the ACOE levee vegetation policy, and various planning efforts currently being undertaken by the Delta Protection Commission. Completion of this task will integrate landscape level changes proposed or anticipated by related Delta planning processes into the Yolo NHP GIS.

Task 3 Deliverables: The Grantee will submit a list of Interim updates and associated metadata to the GIS layers as they occur. The final GIS will be submitted upon approval of the HCP/NCCP. The Grantee will oversee subcontractor SAIC in producing a final GIS that includes information on vegetation and species distribution as well as well as land use and other information that will be sufficient to create a reserve design. This Scope of Work assumes the final HCP/NCCP will include up to 35 species habitat models.

Task 4 - Preparation of documents

Subtask 4.1 – Modifications to Finalize the HCP/NCCP

Modifications to the Public Draft HCP/NCCP will be necessary to reflect results of Delta related planning efforts currently underway. Additional negotiation with the wildlife agencies and modification to the Yolo NHP Implementing Agreement and plan documents will be necessary to describe integration and coordination between BDCP and the Yolo NHP. Other anticipated modifications include changes to the Yolo NHP covered species list, modifications to the Yolo NHP conservation strategy, and revisions to the Yolo NHP financing program. This additional effort is necessary to ensure that the final Yolo HCP/NCCP adequately addresses future conditions that might change because of other conservation/development processes.

Subtask 4.2 - Finalize implementation tools

The Yolo NHP will utilize a variety of tools to implement the plan, including incentives that encourage farmers and ranchers to participate. Incentive programs may include education, or financial and technical help to assist landowners in installing structural and/or management practices that conserve or create species habitat on their lands. This task will refine draft implementation tools (e.g., incentive programs) to accommodate Delta related planning decisions.

Subtask 4.3 – Prepare implementing ordinances and resolutions

Each participating entity will prepare and adopt an implementing ordinance and a separate fee resolution to cover the cost of reviewing development projects that are subject to the HCP/NCCP. These will be prepared and adopted following the preparation of the final HCP/NCCP and will include legal counsel review.

Subtask 4.4 – Prepare template documents

Preparing template documents, such as a conservation easement, purchase agreement, and certificate of inclusion, and obtaining Wildlife Agency concurrence on the form of these documents during the planning process will facilitate implementation of the HCP/NCCP. It will also give affected stakeholders an opportunity to provide input on these documents.

Task four Deliverable(s): A Final HCP/NCCP document, including the Implementing Agreement; implementation tools and associated analysis; implementing ordinances and resolutions; and template documents. The Grantee shall submit all required documentation to the Grant Manager in accordance the deliverable timeline listed in Exhibit A – Attachment 1, “Schedule and List of Deliverables”.

**ATTACHMENT 2
2011 ERP GRANT BUDGET SUMMARY**

PERSONAL SERVICES

Total Personal Services	\$	0
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OPERATING EXPENSES

Subcontractors:

Task 2 - Public outreach and planning coordination

SAIC	\$	15,000
L Studio	\$	8,000
Ebbin Moser + Skaggs, LLP	\$	30,000
Maria Wong	\$	15,000
Subtotal:	\$	68,000

Task 3 – GIS Data Integration

SAIC	\$	65,000
Berkeley Economic Consulting	\$	25,000
Subtotal:	\$	90,000

Task 4 – Preparation of Documents

SAIC	\$	80,000
Ebbin, Moser + Skaggs, LLP	\$	162,000
Berkeley Economic Consulting	\$	30,000
JPA staff legal counsel	\$	20,000
Subtotal:	\$	292,000

Total Operating Expenses	\$	450,000
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EQUIPMENT

No equipment will be purchased.	\$	0
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ADMINISTRATIVE OVERHEAD

Task 1 - Project Management and Administration services

Maria Wong	\$	10,000
Kate Montieth	\$	5,000
Philip Pogledich (staff legal counsel)	\$	10,000
SAIC	\$	8,250
Ebbin Moser + Skaggs, LLP	\$	16,750
Subtotal:	\$	50,000

Grand Total	\$	500,000
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¹ Travel expenses and per diem rates set at the rate specified by the ERP Proposal Solicitation Package but not to exceed Department of Personnel Administration for similar employees. No travel outside of the State of California shall be reimbursed unless prior written authorization is obtained from the State.

ATTACHMENT 3

**EIGHTH AMENDMENT TO AGREEMENT BETWEEN THE YOLO COUNTY
HABITAT/NATURAL COMMUNITY CONSERVATION PLAN
JOINT POWERS AGENCY AND EBBIN MOSER + SKAGGS, LLP**

This Eighth Amendment to the July 18, 2005 agreement between the parties is made and entered into as of April 25, 2011, by and between the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency ("JPA") and Ebbin Moser + Skaggs, LLP ("Contractor").

RECITALS

WHEREAS, Contractor was previously retained to provide legal services to the JPA under a July 18, 2005 contract (the "Agreement"); and

WHEREAS, the Agreement has been previously amended to revise its scope, extend its term, increase the maximum amount of potential compensation, and to provide for the completion of work to be undertaken by Berkeley Economic Consultants; and

WHEREAS, the parties wish to again amend the Agreement to amend the scope of work and budget;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

AGREEMENT

1. Section 3 of the Agreement is hereby amended to read as follows:

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, the JPA shall pay Contractor the rates as reflected in Exhibit A, Fee Schedule, in an amount not to exceed \$822,510.

2. Exhibit A to the Agreement is augmented by the 2011 ERP Scope of Work, which is incorporated herein by this reference.

3. 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.

This section is intentionally blank

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

EBBIN MOSER + SKAGGS, LLP

By _____
Stephen Souza, Chair
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

ATTACHMENT 4

**FOURTH AMENDMENT TO AGREEMENT BETWEEN THE YOLO COUNTY
HABITAT/NATURAL COMMUNITY CONSERVATION PLAN
JOINT POWERS AGENCY AND BERKELEY ECONOMIC CONSULTING, INC.**

This Fourth Amendment to the April 14, 2008 agreement between the parties is made and entered into as of April 25, 2011, by and between the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency ("JPA") and Berkeley Economic Consulting, Inc. ("Contractor").

RECITALS

WHEREAS, Contractor was previously retained to provide economic services to the JPA under a contract (the "Agreement"); and

WHEREAS, the Agreement has been previously amended to revise its scope, extend its term, increase the maximum amount of potential compensation; and

WHEREAS, the parties wish to again amend the Agreement to amend the scope of work and budget;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

AGREEMENT

1. Section 3 of the Agreement is hereby amended to read as follows:

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 \$175,500.

2. Exhibit A to the Agreement is augmented by the 2011 ERP Scope of Work, which is incorporated herein by this reference.

3. 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.

This section is intentionally blank

BERKELEY ECONOMIC CONSULTING, INC.
Fourth Contract Amendment
Page 2

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

YOLO COUNTY HCP/NCCP JOINT
POWERS AGENCY

BERKELEY ECONOMIC
CONSULTING, INC.

By _____
Stephen Souza, Chair
Board of Directors

By _____
Dave Sunding, Principal, BEC, Inc.
Professor, U.C. Berkeley

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

ATTACHMENT 5

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

This sixth Amendment to the January 12, 2009 agreement between the parties is made and entered into as of April 25, 2011, 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 Agreement has been previously amended to revise its scope, extend its term, increase the maximum amount of potential compensation; and

WHEREAS, the parties wish to again amend the Agreement to amend the scope of work and budget;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

AGREEMENT

1. Section 3 of the Agreement is hereby amended to read as follows:

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 \$1,628,419.

2. Exhibit A to the Agreement is augmented by the 2011 ERP Scope of Work, which is incorporated herein by this reference.

3. 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.

This section is intentionally blank

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 _____
Stephen Souza, Chair
Board of Directors

By _____
Gil Olivas
Senior Contracts Representative

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