

## C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and ICF Jones & Stokes, Inc. (a Delaware Corporation) ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

This contract shall commence on January 25, 2022, and end on January 31,2025, unless sooner terminated as specified herein. Unless terminated, this contract shall automatically renew for two (2) successive one (1) year periods (July 1 – June 30) under the same terms and conditions unless either party, not less than thirty (30) days before the expiration of the contract, gives the other party written notice of intent that the agreement not be renewed.

**2. Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

**3. Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

**4. General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

**5. Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000.00
- (b) Professional liability insurance: \$1,000,000.00
- (c) Comprehensive motor vehicle liability insurance: \$250,000.00 / \$500,000.00

**6. Termination.**

The number of days of advance written notice required for termination of this contract is 30.

**7. Specific Terms and Conditions (check one)**

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

[ ] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

**8. Information about Contract Administrators.**

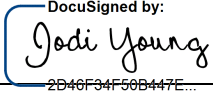
The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

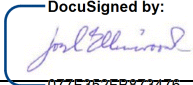
Contract Administrator for COUNTY:  
Name: Arielle Goodspeed  
Title: Senior Planner  
Address: 2301 Technology Parkway  
Hollister, California 95023  
Telephone No.: (831) 902-2547  
Fax No.: \_\_\_\_\_

Contract Administrator for CONTRACTOR:  
Name: Jodi Young  
Title: Manger, Contracts  
Address: 201 Mission Street, Suite 1500  
San Francisco, California 94105  
Telephone No.: (707) 992-0768  
Fax No.: \_\_\_\_\_

**SIGNATURES**

APPROVED BY COUNTY:  
\_\_\_\_\_  
Name: Bea Gonzales  
Chair, San Benito County Board of Supervisors  
Date: \_\_\_\_\_

APPROVED BY CONTRACTOR:  
  
\_\_\_\_\_  
Name: Jodi Young  
Title: Manager, Contracts  
Date: 1/18/2022

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office  
  
\_\_\_\_\_  
By: Joel Ellinwood, Deputy County Counsel  
Date: 1/18/2022

ATTACHMENT A  
**Scope of Services**

CONTRACTOR, for the COUNTY'S benefit, shall provide the following Consulting services for the Long-Term San Benito County Conservation Plan; Multi-Species and Multi-Phased Habitat Conservation Plan and Natural Community Conservation Plan, as described in the COUNTY'S Request for Qualifications, RFQ No. PL2021-001 and in CONTRACTOR'S proposal dated October 22,2021, submitted in response to the RFQ, and as more specifically described below:

CONTRACTOR shall assist the COUNTY in generating the planning and information for development of the San Benito County Conservation Plan (SBCCP) for habitats in San Benito County, California, including gathering all relevant scientific and spatial information and production of GIS shape files concerning habitat, associated species, and existing conservation lands supporting sensitive natural resources habitat, to inform the SBCCP process in San Benito County.

CONTRACTOR may retain, as subcontractors, specialist in such GIS and climate change sensitivity analysis, economics analysis, ecological consulting, and development of funding plan & nexus study disciplines as the CONTRACTOR requires to assist in completing the work. All subcontractors used by the CONTRACTOR shall be approved in writing by the COUNTY before they are retained by the CONTRACTOR, which approval shall not be unreasonably withheld. The subcontractors listed in Exhibit A, attached hereto and incorporated herein by reference, shall be considered approved by the COUNTY. should the CONTRACTOR retain any subcontractors, the maximum amount of compensation to be paid to the CONTRACTOR shall not be increased, and any additional compensation to be paid to the CONTRACTOR for such subcontractor's work shall be limited to a maximum of then (10%) of the total costs incurred by the CONTRACTOR as a result of the subcontractor's involvement. Additional fees other than the 10% markup on subcontractor's charges shall not be reimbursed.

**TASK 1: HABITAT CONSERVATION PLAN (HCP) / NATURAL COMMUNITY CONSERVATION PLAN (NCCP) PROJECT MANAGEMENT AND MEETING**

**Subtask 1.1. Develop Work Plan and Detailed Schedule**

CONTRACTOR'S key staff will meet with the COUNTY to refine the project's needs and objectives. A detailed Work Plan for preparation of the SBCCP will be developed and the Work Plan will identify with major milestones of SBCCP development, the steps required to reach each milestone, key participants for each step, and the corresponding CONTRACTOR'S Team tasks and deliverables. CONTRACTOR will

align the milestones and tasks with a schedule of key deliverables and review periods and will provide a draft outline of the document that indicates where Habitat Conservation Plan (HCP) and Natural Community Conservation Plan (NCCP) required components will be addressed. CONTRACTOR will prepare a draft Work Plan for review and comment by the COUNTY. Following review, the draft Work Plan will be revised and a final Work Plan will be provided.

**Deliverables:**

- Draft and final Work Plan in electronic format (Microsoft [MS] Word and PDF).
- Detailed Schedule

**Subtask 1.2. Project Management**

CONTRACTOR will provide project management services for Phase 1. Specific program management services will include CONTRACTOR'S coordination and management, internal team meetings, quality control/quality assurance, contract compliance management, use of budget, and schedule. CONTRACTOR'S project director will oversee compliance with the project contract, while the project manager will focus on daily issues related to staffing, budget, and schedule.

CONTRACTOR has an online cost tracking system for project managers to check expenditures and task- level progress as soon as staff enter their time. CONTRACTOR will—at least monthly and no less than every other week—evaluate progress against costs, assesses the spending trend, and make internal corrections to keep the project on track. Each month, CONTRACTOR will prepare an invoice that includes a project status report summarizing the major work elements and milestones achieved. The monthly invoice will show a breakdown of hours and charge rates by subtask. Subconsultant invoices will be incorporated into CONTRACTOR'S overall invoice and attached for COUNTY review with other expense documentation. This task includes providing additional project management data as needed to support the COUNTY in meeting its reporting requirements and federal grant specifications. CONTRACTOR'S project manager will work closely with the COUNTY'S SBCCP program manager to maintain project quality, milestones, budget, and schedule.

**Deliverables:**

- With each invoice, monthly accomplishments by task/subtask, a list of meetings attended, and an updated budget-tracking sheet by task that will compare percentages complete of the budget and the work.
- Updated schedules as needed.

**Subtask 1.3. HCP/NCCP Training Workshop**

CONTRACTOR will provide an introductory training. This training would provide an overview of the Endangered Species Act (ESA) and California Endangered Species Act (CESA) and an overview of the HCP and NCCP process, including key decisions needed, regulatory standards, and expected outcomes and timelines. Such training provides an opportunity for COUNTY and co-permittee staff to ask questions about the process. In addition, it will be critical to provide a common understanding of HCP and NCCP requirements to build the stakeholder process. CONTRACTOR will prepare and conduct one full-day training session on issues specific to the SBCCP for COUNTY and co-permittee staff and decision-makers. The COUNTY may also wish to invite key stakeholders or Wildlife Agency staff who are new to the HCP or NCCP process.

### **Assumptions**

- CONTRACTOR will develop a custom one-day training class on the topics described above and deliver the training at the COUNTY offices.
- The project director and project manager will teach the training workshop

### **Deliverables**

- Workshop agenda draft for COUNTY comments and approval before the workshop.
- HCP Training Workshop, including PowerPoint presentation, agenda, and notes.

### **Subtask 1.4. Meetings**

Regular and timely meetings are essential during the development of the SBCCP to maintain project momentum and ensure on-time delivery of all work products. However, meetings can also be a large percentage of project costs if not controlled. Below is a summary of anticipated planning and development meetings. The number and type of meetings are designed to balance the need for frequent communication with controls to limit cost. Public and stakeholder meetings are described in Task 2.

- **CONTRACTORS Team coordination meetings.** CONTRACTOR will meet regularly to provide project updates to team leads, coordinate tasks, discuss challenges, solve problems, and ensure team leads are on schedule. Meetings will be weekly in year 1 of Phase 1, to ensure close coordination among the Team as key components of the SBCCP are in development. Meetings will be held every other week during years 2 and 3.
- **CONTRACTOR–COUNTY planning meetings.** CONTRACTOR will meet regularly with the COUNTY'S SBCCP program manager to discuss current project issues and coordination. In our experience, it is useful to schedule a recurring conference call every 1–2 weeks to review the project

schedule and progress toward milestones and prepare for upcoming meetings with the Steering Committee, Wildlife Agencies, Citizens Advisory Committee, and decision-makers. CONTRACTOR'S project manager will circulate a short agenda at least 24 hours before the call, and the SBCCP program manager can add items to the agenda before the conference call. If a meeting is not needed, it will be cancelled.

- **Steering Committee meetings.** CONTRACTOR recommends creating a Steering Committee (separate from the Citizens Advisory Committee) as a forum for the COUNTY and potential co-permittees to guide development of the SBCCP. The Steering Committee would be the core team of individuals leading development of the SBCCP and would be comprised of staff from the COUNTY and local agency participants. The Steering Committee would provide direction to the CONTRACTOR'S Team on key SBCCP decisions. The Steering Committee would also work with the CEQA/NEPA team to the extent desired by the COUNTY (as the lead agency for CEQA).

We recommend that the Steering Committee meet monthly for up to 2 hours. This meeting frequency provides an opportunity to discuss key issues in depth. A monthly meeting also provides an opportunity for the CONTRACTOR'S Team to make significant progress on key issues and bring the Steering Committee clear guidance and recommendations each month.

- **Regulatory coordination meetings.** These meetings would be comprised of staff from the Wildlife Agencies, the SBCCP program manager, other COUNTY staff as needed, and the CONTRACTOR'S project manager and deputy project manager. Other CONTRACTOR'S Team members would be invited as needed, depending on the topic of discussion. Most of the technical decision-making will occur at regulatory coordination meetings. Participants in the regulatory coordination meetings will review all draft HCP/NCCP materials and advise on how to integrate the best available science into the SBCCP. We recommend meeting monthly with the Wildlife Agencies. These meetings will be in person (if feasible) and will be working sessions to reach agreement on all aspects of the SBCCP.
- **Board of Supervisors and Planning Commission meetings.** These meetings will occur twice a year and will be focused on delivering updates on SBCCP and EIR/EIS development, getting formal approval on various aspects of the SBCCP, and receiving final adoption of the SBCCP and EIR/EIS.
- **Senior Wildlife Agency staff briefings.** These meetings will be held with senior Wildlife Agency staff (i.e., at the field office, regional, or state director level). In our experience on several conservation plans, these meetings are necessary approximately quarterly to update senior staff on

the progress of the HCP/NCCP and gain consensus among all agencies regarding key policies and staff workload priorities.

All of the key policies and milestones will be discussed and decided at project meetings. The project manager, Aaron Gabbe, will attend all project meeting unless circumstances do not permit attendance. The deputy project manager will support the project manager in weekly planning meetings, Steering Committee meetings, and regulatory coordination meetings. The deputy project manager will call in to all meetings. The project director will attend key strategy and agency meetings, particularly early in SBCCP development. The project director, deputy project manager, or other lead technical staff will serve as backup for the project manager as necessary for meetings. ICF will make every meeting count by ensuring a clear and achievable agenda, providing timely meeting materials for early review, ensuring that time-sensitive items are addressed before meetings adjourn, and providing meeting notes that document key decisions, decision rationale, and action items.

Meeting schedule below provides a summary of our proposed meeting frequency, assumptions, and proposed staff attendance for the meetings listed above.

#### MEETING SCHEDULE AND ASSUMPTIONS

Meeting	No. Mtgs Assumed for Phase 1 (27-month schedule) <sup>1</sup>	Ultimate Staff in Attendance per Meeting	Est. Hours per Meeting <sup>2</sup>	Notes
County planning (approx. two times per month)	54	Gabbe Melissa Klungle		Meetings are 1 hour and by conference call
Steering Committee (monthly)	27	Gabbe Melissa Klungle David Zippin (25%)		Meetings are assumed to occur in person in Hollister (50%) or by conference call (50%); meetings will likely be more frequent during early project development
Regulatory coordination (monthly)	27	Gabbe Melissa Klungle David Zippin		Meetings are assumed to occur in person in Hollister (75%) or by conference call (25%)

of Supervisors, Planning Commission, and other entities (as needed)		Gabbe (Backup: David Zippin)		Meetings are assumed to occur in person in Hollister or San Juan Bautista. Formal presentations are assumed at meeting.
Wildlife Agencies staff briefings		Zippin Gabbe		Meetings are assumed to be by conference call
<b>Meetings</b>	<b>119</b>			

*\*Meetings are scoped for Phase 1 only*

*\*Does not include preparation or travel time*

**Assumptions:**

- The County will print all paper meeting materials (e.g., agenda, handouts) for in-person meetings.

**Deliverables:**

- Attendance at meetings as listed above
- Assistance with developing all agendas and meeting material.
- Draft and final meeting notes that focus on key decisions and action items.
- Presentations at certain meetings.

**TASK 2: PUBLIC AND STAKEHOLDER OUTREACH**

**Subtask 2.1. Develop Outreach Plan**

A primary goal of public and stakeholder outreach is to create widespread support for the goals and content of the SBCCP. The consistent convening of stakeholders will provide an efficient and effective mechanism to gain critical insights on local habitat conservation and land-use issues and generally improve the development of the SBCCP. CONTRACTOR’S project manager, and project team facilitator will work with the COUNTY’S SBCCP program manager to design a public engagement and stakeholder outreach plan. The plan would refine the proposed public and stakeholder outreach meeting schedule below, develop an outreach process framework, identify meeting topics and interim work products to share with stakeholders (e.g., maps of the geographic extent of the SBCCP and permit area), draft covered species criteria and lists, draft covered activities criteria and descriptions, describe covered species profiles, determine preliminary draft conservation strategy, and create preliminary working drafts of SBCCP chapters.

*PUBLIC AND STAKEHOLDER OUTREACH MEETING SCHEDULE AND ASSUMPTIONS*



Meeting	No. Mtgs Assumed for Phase 1 (27-month schedule)1	Consultant Staff in Attendance per Meeting	Est. Hours per Meeting2	Notes
Citizens Advisory Committee (quarterly)	93	Aaron Gabbe Jennifer Piggott Tiffany Mendoza (remotely) (Backup: David Zippin)	2	All meetings are assumed to occur in person in Hollister. Formal presentations will be given at each meeting.
Public workshops	3	Aaron Gabbe Jennifer Piggott	2	All meetings are assumed to occur in person, only, in Hollister. Formal presentations will be given at each meeting.
Tribal coordination workshop	1	Aaron Gabbe Tait Elder	2	Workshop is assumed to be virtual.
Tribal coordination	6	Aaron Gabbe Tait Elder	1	All meetings are assumed to be virtual. Formal presentations will be given at each meeting.
<b>Total</b>	<b>19</b>			

*\*Meetings are scoped for Phase 1 only*

*\*Does not include preparation or travel time*

#### **Deliverables:**

- Public and stakeholder outreach plan.

#### **Subtask 2.2. Facilitate Citizens Advisory Committee Meetings**

COUNTY established and began convening the Citizens Advisory Committee in the summer of 2021 to engage property owners; tribal representatives; business groups; conservation groups; and federal, state, and local agencies in a public process to identify opportunities and issues with the SBCCP. The Citizens Advisory Committee will be an important forum to earn public support for the development and implementation of the SBCCP. The Citizens Advisory Committee is currently scheduled to meet quarterly, but

our experience shows that the group should meet every other month because the pace of plan development will result in too much information to present and discuss effectively in a quarterly meeting. If the COUNTY decides to hold Citizens Advisory Committee meetings more frequently, a budget augment may be necessary.

To continue to ensure maximum participation and early engagement, CONTRACTOR will facilitate quarterly Citizens Advisory Committee. The purpose of this group is to create a highly informed group of stakeholders who can engage in joint fact-finding processes (framing key questions and developing a high level of understanding of the planning process opportunities and technical approaches) and advance the planning process in the larger communities among stakeholders.

In advance of each meeting, CONTRACTOR will assist in meeting preparation, agenda and material development, and work with the COUNTY to establish goals and objectives for each meeting. CONTRACTOR will work with the COUNTY and participants in the Citizens Advisory Committee to ensure maximum participation, including providing virtual options to ensure individuals in rural locations are able to attend. CONTRACTOR will support virtual meetings by providing both an in- person facilitator and a virtual Zoom meeting facilitator (to manage the Zoom meeting controls, moderate chat, and assist remote participants), IT support, and a note taker for each meeting.

Pending health concerns and local restrictions, CONTRACTOR can easily pivot to facilitating the Citizens Advisory Committee meetings entirely virtually if needed.

CONTRACTOR will plan these meetings around key planning milestones to ensure adequate time to benefit from the Citizens Advisory Committee's input. The Citizens Advisory Committee is expected to continue into subsequent phases.

CONTRACTOR'S facilitators and project manager will review and edit the meeting notes as needed and send them to the COUNTY for reviewing and posting on its SBCCP website.

**Assumptions:**

- In-person Citizens Advisory Committee meetings will be held in a County-provided meeting venue.
- Meeting materials will be made available on the project website before the meeting.
- A virtual option will be made available for all meetings to ensure access to all participants.
- Meeting notes will be reviewed for approval at the next meeting.

**Deliverables:**

- Meeting agenda and materials.
- Draft and final meeting notes.

**Subtask 2.3. Facilitate SBCCP Public Workshops**

Public workshops will provide a forum for the COUNTY and the CONTRACTOR'S Team to present on specific issues or concepts in greater depth to the public than in the Citizens Advisory Committee meetings. The workshops will be held at key development milestones or relative to issues unique to a specific area, such as developing biological goals and objectives, or designing the conservation strategy. The Workshops will serve to solicit targeted stakeholder and public input and assist the COUNTY with direction and decision-making.

CONTRACTOR'S Team will support the planning and execution of up to three, 2-hour public workshops during Phase 1 of the SBCCP planning process. CONTRACTOR will develop and execute these meetings in a manner that will allow for maximum public input. CONTRACTOR will plan and organize all workshops, prepare agendas, brief technical support staff, and facilitate attendance and sign-in. CONTRACTOR will coordinate any media requests for information and will prepare public and stakeholder notification materials, including email blasts, community flyers, website content, and press releases. CONTRACTOR will also prepare meeting materials to include a sign-in sheet, comment form, meeting presentation, handouts, maps, and up to five small displays and five large displays per meeting. CONTRACTOR will provide a meeting facilitator, one cultural resource specialist, and up to two technical staff to assist with workshop topics.

**Deliverables:**

- Workshop agendas, presentations, and other meeting material, as needed.
- A facilitator and note taker for each workshop. Notes will be circulated to the Steering Committee after each workshop.

**Subtask 2.4. Facilitate Tribal Coordination**

Increasingly, Native American tribes are seeking the opportunity to provide feedback on HCPs and NCCPs regarding traditionally important resources and places and traditional ecological knowledge. Often, agencies tend to solicit feedback from Native American tribes on a limited range of topics—cultural resources and tribal cultural resources—for individual implementation projects to comply with state and federal cultural resources regulations. This approach often leaves tribes feeling like their feedback is only being sought to “check a box” rather than for the betterment of the project. This, in turn, can lead to ineffective consultation, unanticipated resistance to

some actions covered under HCPs and NCCPs, and a lost opportunity to align with a potential project stakeholder and partner during the CEQA environmental review process.

Finding meaningful opportunities to coordinate with Native American tribes and integrating their feedback into HCPs, NCCPs, and EIRs can help to address and mitigate the issues described above. In support of this, ICF makes the following proposals.

- Facilitate a workshop with key client staff to assess the points at which feedback and buy-in from Native American tribes would be most helpful in the development of the SBCCP.
- Based on the findings of the workshop, develop a policy and strategy document identifying key steps and milestones during which outreach to tribes and feedback from tribes would help in the development of the SBCCP.
- Perform outreach to the California Native American Heritage Commission (NAHC) to identify which tribes consider the SBCCP study area part of their traditional territory.
- Perform outreach to the tribes identified by the NAHC to solicit information and feedback regarding the SBCCP.
- After interested tribes are identified, facilitate correspondence and/or meetings with key client staff to obtain feedback.
- Develop and help facilitate periodic ongoing check-in meetings with interested tribes as the SBCCP is developed.
- Integrate Native American tribe feedback into the SBCCP's environmental documentation.

**Assumptions:**

- One CONTRACTOR'S cultural resources staff member will coordinate and participate in one 2-hour tribal coordination workshop with the project team.
- CONTRACTOR will prepare one set of coordination and consultation letters to the NAHC and Native American tribes and one set of continuing consultation letters to tribes on behalf of the COUNTY.
- CONTRACTOR will prepare a short memorandum describing a proposed strategy and policy for Native American consultation. The memorandum will be provided to the COUNTY for a single round of reviews.
- COUNTY comments on the memorandum will be minor in nature, requiring no more than 4 hours to address.
- CONTRACTOR will maintain a log of correspondence with Native American tribes. The log will be made available to the COUNTY through a secure file sharing site.

- CONTRACTOR will help to organize and facilitate up to six one (1) hour periodic check-in meetings with consulting tribes. If requested, CONTRACTOR will provide the COUNTY with notes from each meeting in e-mail format.

**Deliverables:**

- Meeting notes.
- Draft and final Native American consultation strategy and policy memorandum.
- Native American correspondence log.
- Outreach letter to the NAHC.
- Coordination and consultation letters with Native American tribes.

**Subtask 2.5. Prepare Press Releases, Brochures, and Web Content**

CONTRACTOR will develop and provide outreach materials, informational brochures, and web content to the COUNTY for posting on their existing SBCCP website. CONTRACTOR will also prepare public or media notifications to be disseminated through email, postcard, or press release.

**Assumptions:**

- The County will maintain the SBCCP website.

**Deliverables:**

- Up to nine (quarterly) press releases that update the public on SBCCP news and milestones.
- Up to three brochures promoting the SBCCP and informing the public about the SBCCP.
- Content to be uploaded to the COUNTY'S SBCCP website up to twice per month. Content will include text, maps, and figures as needed.

**TASK 3: PREPARE PLANNING AGREEMENT**

**Subtask 3.1. Support Planning Agreement**

A Planning Agreement is a required element of an NCCP. The Planning Agreement describes the proposed approach to the NCCP, including preliminary plan area, preliminary covered species, preliminary covered activities, and approach to public and stakeholder involvement. The Planning Agreement also describes a process the NCCP applicant can use to notify regulatory agencies of "reportable interim projects." The Planning Agreement must be developed early in the NCCP process. One of CDFW's NCCP findings at the end of the process is that the final NCCP is consistent with the Planning Agreement. CDFW and the HCP/NCCP applicant(s) must sign the Planning

Agreement. It is optional for USFWS to sign the Planning Agreement, although they typically do.

CONTRACTOR will assist the COUNTY in developing the Planning Agreement, including describing the interim project review process as required by the Natural Community Conservation Planning Act of 1991 (NCCP Act). CDFW has a standard template Planning Agreement available that CONTRACTOR recommends the COUNTY follow as closely as possible to minimize attorney review time and overall effort. CONTRACTOR recommends that the COUNTY engage its attorney to review an early draft of the Planning Agreement and again when the Planning Agreement is close to final. CDFW releases a draft Planning Agreement for public review before finalizing and signing it. (The RFQ identifies this task as “execute NCCP Planning Agreement.” Note that the consultant cannot sign or execute the Planning Agreement; however, the consultant can guide the process of writing the Planning Agreement.)

**Assumptions:**

- The County will utilize the template Planning Agreement to minimize review time and comments from Wildlife Agencies attorneys.

**Deliverables:**

- Administrative draft, public draft, and final Planning Agreement.

**Subtask 3.2. Support for Interim Project Review Process**

CONTRACTOR will assist the COUNTY and potential co-permittees in finalizing the interim project review process that will be established in the Planning Agreement as required by the NCCP. The Planning Agreement will describe a process that the COUNTY and potential co-permittees can use to notify regulatory agencies of “reportable interim projects.” CONTRACTOR can assist in determining which projects are “reportable” by developing a map that identifies predefined project reporting areas. These predefined areas will be locations supporting natural communities that may be part of the conservation strategy of the SBCCP.

**Deliverables:**

- Draft and final map of reportable interim project areas.

**TASK 4: GIS DATA DEVELOPMENT AND ANALYSIS**

**Subtask 4.1. Identify and Compile Data**

CONTRACTOR and lead GIS specialist will determine the data needs for the project to support the SBCCP. CONTRACTOR will work with the COUNTY to identify long-term goals and objectives for data use to ensure necessary datasets are developed to support

not only SBCCP development but also planning implementation, monitoring progress, and adaptive management purposes.

CONTRACTOR'S GIS specialist will work with the COUNTY and potential co-permittee GIS staff to plan the maintenance and management of the GIS database and other databases. Working together, we will ensure the accessibility, compatibility, and interoperability for the existing and newly developed GIS database and other databases. CONTRACTOR, the COUNTY, and potential co-permittees will also determine and agree upon the functional parameters and standards such as data storage, maintenance and access, scale, data structure, and data formats.

CONTRACTOR will assemble available GIS data from the COUNTY, potential co-permittees, and other publicly available datasets that are applicable to the SBCCP. CONTRACTOR will review existing information on biological and physical resources and land-use planning in the SBCCP planning area to assess data quality, identify data gaps, and determine the need for collection of additional information. Data expected to be gathered from the COUNTY, potential co-permittees, and publicly available sources include the following.

- County boundary
- City limits
- New Community Study Areas
- County service area
- Spheres of influence
- Parcel boundaries
- County and cities of Hollister and San Juan Bautista general plan land-use designations
- Relevant specific plans
- Active project applications
- Streets
- Federal Emergency Management Agency (FEMA) flood zones
- California Department of Water Resources district boundaries
- U.S. Geological Survey (USGS) Watersheds
- Streams
- Historical aerial photography (circa 1939) if available
- Soils and geology - from Soil Survey Geographic Database (SSURGO) and California Department of Conservation (DOC) data
- Streams - from National Hydrography Dataset (NHD; ICF will make corrections as necessary to rectify streams to the land cover database) or other data sources
- Known covered species occurrences - from the California Natural Diversity Database (CNDDDB) and various reports (ICF will convert to point data for the purpose of display graphics)

- Protected lands datasets – from California Protected Areas Database and California Conservation Easement Database
- Topography – from USGS Digital Elevation Models (DEM)
- National Agriculture Imagery Program 2020

To ensure efficient and accurate data storage and retrieval, CONTRACTOR will maintain a project directory for tracking incoming datasets, outgoing deliverables, and versions during data development. We will provide metadata for the data developed by the CONTRACTOR and any available metadata provided with datasets by other data providers so that future users will understand the data sources. The lead GIS analyst will be responsible for GIS data workflow, providing current versions of the data products to the project partners, coordinating with project partners' GIS departments, and maintaining the project GIS database.

**Deliverables:**

- All GIS data to be provided to the COUNTY at the end of SBCCP development via FTP.

**Subtask 4.2. Assess Data Gaps and Determine Data to Be Acquired**

CONTRACTOR will review existing and available information to perform a data gap assessment, identifying technical information that is currently unavailable but that may be necessary to develop the SBCCP. With an understanding of the existing data and models, CONTRACTOR will identify data gaps that may include specific and pertinent ecological and biological information. Specifically, data gaps may exist for species occurrence and distribution mapping, land cover mapping, project- or operation-specific data, and site-specific topographical or biological survey data.

CONTRACTOR will prepare a Data Gaps Memorandum summarizing our findings from the data gap assessment. The Data Gaps Memorandum will identify missing data and the methods we recommend to fill those gaps as efficiently as possible. The Data Gaps Memorandum will be presented to the Steering Committee at a regular meeting. We will prepare, if necessary, a Work Plan based on direction from the Steering Committee for the collection of additional information in GIS for preparation of the SBCCP. The Work Plan would include an estimate of the cost of the additional data collection. Any data collection not identified in the present scope of services would be conducted under a new SOW at additional cost.

**Deliverables:**

- Data Gaps Memorandum.

**Subtask 4.3. Gather Land Cover Data**



The key to the success of any landscape-scale HCP/NCCP is the development of a current GIS dataset of **land cover types** that identifies all important natural communities and vegetation types at an appropriate resolution and at a uniform accuracy across the entire planning area. The extent and quality of existing land cover mapping in San Benito County is patchy and not well suited to developing a consistent, regional HCP/NCCP. CDFW's Vegetation Classification and Mapping Program (VegCAMP) develops and maintains California's vegetation mapping using the National Vegetation Classification. While VegCAMP data are generally consistent and of resolution suitable for regional HCP/NCCPs, the datasets overlap only 18% of San Benito County, and most are relatively old (i.e., mapped using aerial photos from 2004 to 2005). As a result, these land cover maps do not depict land-use changes over the last 15 years. Other large-scale datasets that overlap the County, such as those created by CALFIRE (Vegetation Management Program) and developed by the U.S. Department of Agriculture (USDA) CALVEG; different from VegCAMP) are generally coarse-scale and are not accurate or refined enough for development of an HCP/NCCP.

The datasets available in San Benito County that we would evaluate for this project include the following:

- Ciervo Panoche North, California. VegCAMP.
- Gabilan Ranch, [ds614]. VegCAMP.
- Clear Creek Management Area, [ds995]. VegCAMP
- Pinnacles National Park. VegCAMP
- San Benito River [ds616]. VegCAMP.
- Vernal Pools, South Coast Ranges [ds948]. VegCAMP.
- Vegetation Management Program, land cover mapping. CALFIRE.
- Vegetation classification and mapping. USDA CALVEG.
- Farmland Mapping and Monitoring Program to map farmland. DOC.
- Statewide Crop Mapping. California Department of Water Resources.
- National Wetlands Inventory of surface waters and wetlands. USFWS.
- NHD water drainage features. USGS.

CONTRACTOR will acquire and assess all of these land cover datasets to determine the best approach to using existing data. CONTRACTOR recommends considering one of the following three options to create a GIS land cover dataset.

1. Combine existing GIS datasets to cover the entire County. This approach would result in data of variable accuracy and resolution, potentially overestimating or underestimating habitat for covered species.
2. Conduct automated mapping using false color aerial imagery combined with true color aerial imagery corrections (heads-up digitizing) and limited field work. This approach would produce a more accurate custom land cover map than the data that are currently available. However, the automated mapping process often produces blocky and inaccurate

boundaries between land cover types and may have limited ability to resolve similar but different vegetation types.

3. Map land cover consistently throughout the County using heads-up digitizing with true color aerial imagery from different seasons (different land cover and vegetation types are more or less visible depending on the season). Combine this approach with stratified field sampling for vegetation ground truthing and verification.

For scoping and costing purposes, we assume the simplest approach of option 1, above. A brief scope for options 2 and 3 is provided in Optional Task 10.1.

**Deliverables:**

- GIS coverages for land cover types using approach 1 above.
- GIS coverages for streams.

**Subtask 4.4. Gather Land-Use Data**

Another important component of the GIS database is a consistent and simplified **land-use designations layer**. Land-use designations show both existing and future planned development. By overlaying land-use designations with land cover, we can determine where new development is likely to occur during the SBCCP permit term. CONTRACTOR will develop a consistent land-use classification scheme that is meaningful to the SBCCP and integrates land-use classifications of different jurisdictions (Cities of San Juan Bautista and Hollister and County of San Benito). To support this plan, CONTRACTOR will create a single land-use designation map for the participating jurisdictions. This land-use data layer will be based on existing GIS datasets. Descriptions and maps of land use will be provided in Chapter 2, Land Use and Covered Activities.

Additional GIS data layers important to development of the SBCCP for the ecological baseline description, species habitat models, impact analysis, and preserve design are listed below with the source of the data set.

- Soils and Geology - from SSURGO and DOC data
- Streams - from NHD, USGS
- Known covered species occurrences - from CNDDDB and various reports (ICF Team to convert polygon data to point data for the purpose of display graphics)
- Topography - from USGS DEM
- Land-use designations - from County General Plan, specific plans, and active planning applications (ICF Team to combine into single projected future land-use coverage and simplify, for the impact analysis, into a short list of land-use categories that have similar effects on species and habitats)

These new and existing GIS databases will be the primary gathered data CONTRACTOR expects to use in support of the SBCCP. CONTRACTOR recognizes the COUNTY'S need to update COUNTY maps and make maps and spatial tools publicly accessible. CONTRACTOR will work with COUNTY GIS staff to enable the data collected/mapped for the SBCCP to be used to update San Benito County maps. CONTRACTOR will use their WayPoint to share maps and graphics with the Steering Committee, Wildlife Agencies, and other stakeholders. CONTRACTOR'S WayPoint is a robust web-based data visualization, analysis, and reporting platform that we will tailor to the project. CONTRACTOR'S WayPoint features user-friendly and interactive web maps, dashboards, and tracking tools that users can view and navigate to inform plan development and decisions. User authentication can provide different levels of access for the Steering Committee, Wildlife Agencies, and public.

CONTRACTOR has the full in-house graphics production capabilities necessary to support the SBCCP preparation, including GIS and image processing. Our graphic artists and GIS analysts have developed graphic products from GIS and other data for a wide range of uses, including standard-format presentation in documents, large-format document foldouts, large-format graphic boards for public workshops, PowerPoint presentations, video graphics, brochures, pamphlets, scientific posters, and educational and interpretive kiosks.

**Deliverables:**

- GIS coverages for land-use designations.

**Task 5. Design and Implement Independent Science Advisory Process**

Independent scientific input for the NCCP is required by the NCCP Act. Section 2810(b) of the California Fish and Game Code requires that the NCCP Planning Agreement describe a "process for the inclusion of independent scientific input to assist the department [of fish and wildlife] and plan participants." The independent scientists are charged by the NCCP Act to, at a minimum, perform the following:

- Recommend scientifically sound conservation strategies for species and natural communities proposed to be covered by the plan.
- Recommend a set of reserve design principles that addresses the needs of species, landscapes, ecosystems, and ecological processes in the planning area proposed to be addressed by the plan.
- Recommend management principles and conservation goals that can be used in developing a framework for the monitoring and adaptive management component of the plan.
- Identify data gaps and uncertainties so that risk factors can be evaluated.

To satisfy this requirement, NCCP applicants typically will select science advisors and convene a panel to discuss the goals of the plan and provide independent guidance related to the conservation strategy. The ideal time to convene such a panel is after many of the initial decisions have been made about the SBCCP (e.g., plan area, covered species, covered activities, and permit term) but well before the conservation strategy is finalized or the public draft is released. This provides enough basic background information for the science advisors to review but allows them to provide advice on key topics that will influence and shape the conservation strategy and monitoring and adaptive management programs.

CONTRACTOR will support the COUNTY in the selection of the advisors, invite all panelists, and support the COUNTY in planning the logistics of the meeting. While the science advisory process is required by the NCCP Act, all Wildlife Agencies involved in HCP/NCCP development typically participate equally in the process. To ensure that the Wildlife Agencies support the selection of the advisors, CONTRACTOR will facilitate up to two (2) calls with Wildlife Agency staff to receive their input on science panel candidates.

CONTRACTOR will work with the COUNTY and the Wildlife Agencies to determine the best approach for convening this panel. A key feature of a typical independent science advisory process involves an in-person workshop during which the NCCP applicant and its consultant provide background information on the proposed NCCP and other key information. The panel then develops recommendations to the NCCP applicant and Wildlife Agencies for consideration and inclusion in the NCCP. CONTRACTOR recommends the following general steps for convening a science advisory panel for the SBCCP.

- The COUNTY, CONTRACTOR, and Wildlife Agencies collaborate to determine the scope and approach to the panel, including the following.
  - Timing of the panel
  - Criteria for selecting panel members
  - Total number of panel members
  - Potential individuals to serve on the panel
  - Options for a Lead Advisor
  - Objectives of the panel's work
  - Questions to pose to the panel
  - Background material to provide to the panel
  - Workshop agenda
- The COUNTY, with support from CONTRACTOR, reaches out to the panel to confirm participation and meeting logistics.
- CONTRACTOR facilitates an orientation conference call with the science advisors before the workshop. The purpose of this call is to identify and appoint a Lead Advisor, solicit input from the science advisors about the

design and format of the workshop, and identify any additional information needs.

- CONTRACTOR will provide the science advisors with a packet of pertinent background information on the SBCCP in advance of the workshop. CONTRACTOR will work with the COUNTY and the Wildlife Agencies to prepare a list of questions that will guide the science advisors through their review of the material. The list of questions will provide focus and direction to the advisors but will not necessarily limit the scope of the input they provide.
- The panel's Lead Advisor convenes the panel in one (1) or two (2) conference calls before the workshop.
- CONTRACTOR will work with the COUNTY to finalize the agenda and prepare the presentations.
- The COUNTY will hold the workshop, which may be up to a 3-day event. During the workshop, CONTRACTOR'S facilitator works with the Lead Advisor to keep the meeting running according to the agenda. CONTRACTOR will take detailed notes during the workshop to serve as the starting point for the summary report. The first part of the workshop will be a meeting open to the public with the CONTRACTOR'S facilitator present, where the COUNTY or CONTRACTOR presents information. This will be followed or preceded by a site visit, which will not be attended by the facilitator. Finally, the panel convenes in private to discuss their recommendations and identify the next steps for report preparation.
- Upon completion of the workshop, CONTRACTOR will work with the Lead Advisor and the other science advisors to prepare a summary of the proceedings, including recommendations developed at the workshop.
- The COUNTY or CONTRACTOR will provide editorial support as needed (e.g., editing, formatting, graphics) to the panel in preparation of the final report (but does not contribute to the content).
- This summary will aid the advisors during their preparation of their respective sections of the report. If necessary, an additional conference call will be held to check on the progress of the various report sections.
- The science panel will provide the final report to the COUNTY and Wildlife Agencies.

Consistent with CDFW guidelines, there will not be a draft produced of the report. CONTRACTOR will facilitate the distribution of one electronic copy of the final summary report to the COUNTY, CDFW, and USFWS.

**Assumptions:**

- Deliverables will be provided in Adobe Acrobat PDF format and as Microsoft Word files. Figures, graphics, and model outputs will only be available as PDF files.
- This task will occur toward the end of the first year of the contract or the beginning of the second year.
- Up to four preparation/coordination meetings held by conference call.
- A 3-day in-person workshop for the Independent Science Advisory panel. The workshop will be in Hollister or the equivalent level of effort in a different format (e.g., a virtual meeting).
- Up to two (2) meetings (held by conference call) will be required to come to agreement with the Wildlife Agencies on the items identified in the draft and final process memorandum.
- A stipend for each panel member will be required in addition to their travel expenses. CONTRACTOR assumes the COUNTY will pay this directly to the panel, and these costs are not included in our cost estimate.

**Deliverables:**

- A draft and final process memorandum summarizing the details of the panel scope, objectives, questions to pose to the panel, and logistics.
- While CONTRACTOR will not author the final report, CONTRACTOR editorial staff are available to format and edit the panel's report.

**Task 6. Strategic Planning and Initial Draft Chapters**

The COUNTY will face many important decisions during SBCCP development. Many of these key decisions include issues addressed in part during Phase 1, including the permit area, covered activities, and covered species. Nonetheless, preparation of an HCP/NCCP document is a highly iterative process. To facilitate the learning process among participants and provide for efficient decision-making, CONTRACTOR will separately prepare and provide review of individual chapters or portions of the document.

CONTRACTOR will work with the COUNTY to determine the best approach to framing the critical information for SBCCP development to support decision-making. In some cases, the CONTRACTOR will introduce, frame, and document decisions through a standalone memo. In other cases, it may be more efficient to frame the topic and document the decision as a section of a draft chapter of the SBCCP. This approach will streamline development of the HCP and help provide context for reviewers.

CONTRACTOR proposes to use the following outline for the entire SBCCP. CONTRACTOR will propose many of these chapters' components for a partial first draft as part of Task 6 deliverables, and will draft Chapters 1-7 as part of Task 7 during Phase 1 for review by the Wildlife Agencies. CONTRACTOR will also draft components

of other chapters and appendices during Phase 1 as part of Task 6 (e.g., Chapter 8, Implementation).

- Executive Summary
- Chapter 1. Introduction
- Chapter 2. Land Use and Covered Activities
- Chapter 3. Existing Conditions
- Chapter 4. Assessment of Take
- Chapter 5. Conservation Strategy
- Chapter 6. Conditions on Covered Activities
- Chapter 7. Monitoring and Adaptive Management Strategy
- Chapter 8. Implementation
- Chapter 9. Costs and Funding
- Chapter 10. Assurances
- Chapter 11. Alternatives to Take
- Chapter 12. Literature Cited
- Chapter 13. List of Preparers
- Appendix A. Glossary
- Appendix B. Covered Species Profiles
- Appendix C. HCP Cost Data and Model
- Appendix D. HCP Funding Analysis
- Appendix E. List of Acronyms

The following subtasks include our proposed strategic planning efforts by topic area.

### **Subtask 6.1. Review and Finalize Geographic Extent of the SBCCP and Permit Area**

In its ESA Section 6 HCP Planning Assistance Grant proposal, the County affirmed its desire to develop a countywide HCP/NCCP consistent with its 2035 General Plan. A countywide HCP/NCCP, rather than an HCP/NCCP limited to the northern portion of the county (i.e., where development is rapid), would contribute more broadly and comprehensively toward achieving the 2035 General Plan Goal NCR-2 “To protect and enhance wildlife communities through a *comprehensive approach* [emphasis added] that conserves, maintains, and restores important habitat areas.”

A countywide HCP/NCCP is also consistent with the 2035 General Plan Goal NCR 2.1, which states that “The County shall work with Federal and State agencies to identify feasible and economically-viable methods of protecting and enhancing natural habitats and biological resources in the county.” A countywide HCP/NCCP would make new sources of state and federal conservation grant funding available for protecting and enhancing the diversity of natural habitats, rangelands, and biological resources in the county.

A larger permit area (e.g., the entire county) generally includes a greater diversity of habitats, covered species, and controversial issues, which can make a plan more complex and challenging to fund and take longer to develop than an HCP/NCCP that covers a smaller geographic area. A smaller permit area focused on northern San Benito, including all New Community Study Areas, would focus the HCP/NCCP on habitats, rangeland, and other agricultural lands under greatest threat.

Consistent with Section 3.2 of the RFQ’s Statement of Work, CONTRACTOR will confirm the geographic extent of the SBCCP and permit area by evaluating and

discussing alternative SBCCP plan and permit areas with the COUNTY. CONTRACTOR will present final alternatives and recommendations in a memo with maps illustrating alternative boundaries of the SBCCP plan and permit area.

**Deliverables:**

- Memo and maps describing alternatives and recommended study area boundaries.

**Subtask 6.2. Identify and Confirm Covered Activities**

CONTRACTOR will work with the COUNTY to identifying what sections of the ESA Section 10 and California Fish and Game Code Section 2835 to include in the SBCCP and which to specifically exclude if necessary. To maximize the long-term assurance and applicability of the permit, CONTRACTOR recommends at application, to include the most comprehensive set of activities for a long-term regional HCP/NCCP. The following criteria will be used to screen all proposed covered activities and must meet all criteria:

- **Location.** The covered activity will occur within the SBCCP study area.
- **Timing.** The covered activity will occur during the permit term.
- **Impact.** The covered activity has a reasonable likelihood of resulting in take of one or more covered species.
- **Project Definition.** The location, footprint, and type of impacts resulting from the activity are reasonably foreseeable and can be evaluated at the programmatic level in the SBCCP.
- **Practicability for SBCCP.** The activity can be included in the SBCCP without substantially increasing the scope and cost of plan development or implementation (e.g., adding new covered species, adding significant complexity to the analysis, or adding significant new controversy).

The SBCCP must identify plan-covered activities that could result in take of covered species. These covered activities should include all actions the County and potential co-permittees want the ESA Section 10 and California Fish and Game Code Section 2835 permits to cover. The COUNTY and potential co-permittees will determine which activities to include in the SBCCP and which to specifically exclude if necessary. For a long-term regional HCP/NCCP, we encourage applicants to include the most comprehensive set of activities possible. This approach maximizes the long-term assurances and applicability of the permit. We recommend all proposed covered activities be screened with the following criteria to determine whether the covered activities list and chapter should include them. A covered activity must meet all these criteria:



CONTRACTOR will prepare a memo providing a description of the covered activities identification process, an overview of proposed covered activities (e.g., discussions of categories of covered activities, such as transportation infrastructure and urban development), and a preliminary list of proposed covered activities. CONTRACTOR will provide the memo to the Steering Committee for review and approval of proposed activities to include in the initial draft SBCCP.

After approval of the covered activities list, CONTRACTOR will work with the Steering Committee to develop detailed descriptions of the covered activities for inclusion in the SBCCP. Descriptions should be sufficient to estimate each activity's effect on the covered species. After the Steering Committee reviews and approves the preliminary draft description of these activities, CONTRACTOR will incorporate them into the administrative draft SBCCP as a chapter.

**Assumptions:**

- The COUNTY and potential co-permittees will provide GIS data for their proposed covered activities.

**Deliverables:**

- Draft memo of criteria for covered activities and preliminary draft list of covered activities.
- Draft description of land use (see Subtask 5.3 for mapping of land use). Material created for this subtask will be incorporated into Chapter 2, Land Use and Covered Activities.

**Subtask 6.3. Define Permit Term**

The permit term of an HCP/NCCP is the length of time the incidental take permits are valid, during which permittees may undertake activities covered by the permit. The permit term is also the time period in which all mitigation and conservation measures must be accomplished. Selection of a permit term involves consideration of several factors, including guidance from the Wildlife Agencies, the time horizons of covered activity implementation, and the time necessary to implement the conservation strategy. CONTRACTOR will work with the COUNTY and Steering Committee to identify an appropriate permit term.

**Assumptions:**

- Selection of a permit term will depend on the covered activities and assumptions about mitigation measures and the time required to implement them.

**Deliverables:**

- Draft and final memorandum recommending and describing the rationale for the permit term.

#### **Subtask 6.4. Define Covered Species**

An important early step in the SBCCP development process is to identify the list of species the plan and take authorizations issued under ESA Section 10 and NCCP Act Section 2835 will cover. The covered species list will likely include listed and nonlisted species. While the COUNTY has developed a preliminary list of 13 covered species for its grant proposal, CONTRACTOR recommends a thorough screening process to identify additional sensitive species the covered activities will impact, such as the Swainson's hawk (*Buteo swainsoni*), tricolored blackbird (*Agelaius tricolor*), San Joaquin antelope squirrel (*Ammospermophilus nelsoni*), and short-nosed kangaroo rat (*Dipodomys nitratoides brevinasus*). This screening process would include the following steps.

1. Develop a preliminary list of criteria for selecting covered species. Recommended criteria include:
  - a. **Occurrence.** Is the species known to occur or have potential to occur in the SBCCP area?
  - b. **Status.** Is the species federally or state listed, or does it have the potential to become listed during the permit term?
  - c. **Impact.** Are any of the proposed covered activities expected to result in take of the species?
  - d. **Data.** Do sufficient data exist on the species to adequately evaluate impacts to the species and develop conservation measures to address these impacts?
2. Develop a full list of all special-status species that may occur in the SBCCP area.
3. Screen these species according to the criteria to create a proposed list of covered species.

CONTRACTOR will work with the Steering Committee, Wildlife Agencies, and stakeholder group to refine and finalize the covered species criteria and proposed list prior to their review by the science advisors. We will also reevaluate our assessment of the impact criterion as the list and descriptions of potential covered activities become more refined. We will finalize the covered species list based on comments received.

#### **Deliverables:**

- Draft memo of covered species selection criteria, including draft list and evaluation of covered species, and
- Revised covered species criteria and covered species list.

#### **Subtask 6.5. Develop Species Profiles**

Once the Steering Committee approves the covered species list, CONTRACTOR'S biologists will develop ecological profiles for each species. These species profiles (i.e., species accounts) provide an important foundation for developing the SBCCP impact analysis and conservation strategy. The purpose of the species profiles is to summarize the following in one place:

- Status
- Range
- Ecology
- Population trends
- Threats
- Management tools
- Information sources, including published literature and communications with species experts

CONTRACTOR has developed a streamlined format for species profiles that focuses on the information relevant to developing and implementing an HCP/NCCP. CONTRACTOR will update species profiles from other HCPs and NCCPs with new information and information relevant to the SBCCP study area. CONTRACTOR will provide draft species profiles to the Steering Committee, Wildlife Agencies, and Citizens Advisory Committee for review to ensure they are complete and provide an adequate foundation for the SBCCP impact analysis and conservation strategy. For the purposes of this approach and our cost estimate, we assume the SBCCP will cover up to 17 species.

**Assumption:**

- CONTRACTOR will incorporate the species profiles into Appendix B, Covered Species Profiles.

**Deliverables:**

- Preliminary draft species ecological profiles. CONTRACTOR will integrate ecological profiles into Chapter 3, Existing Conditions.

**Subtask 6.6. Develop Species Habitat Suitability Models**

HCPs and NCCPs must quantify the level of take authorization requested for each covered species. CONTRACTOR will quantify this level of take for most of the covered species in terms of acres of habitat lost or degraded as a result of covered activities.

CONTRACTOR will use habitat suitability models to quantify take due to their ability to consistently predict species occurrence on a regional scale for use in the impact analysis and the conservation strategy. We will base habitat models on the land cover mapping compiled and refined in Subtask 4.3 in combination with other parameters

such as elevation, habitat connectivity, soil type, proximity to different land cover types, and known species movement distances.

Additionally, CONTRACTOR will use species occurrence data from California Natural Diversity Database (CNDDDB) and other sources to design, verify, and refine the habitat models.

The science advisors will review all habitat model parameters, methods, and model limitations (i.e., model uncertainties). CONTRACTOR will apply the models' land cover data to map the predicted habitat, and the science advisors will review the maps. This task assumes the land cover mapping will not change during development of the SBCCP. If the land cover map requires updates or refinement, all habitat models will require reapplication.

Land cover-based habitat models may not be feasible for all covered species because of insufficient data, habitat parameters that occur on a scale too fine to map regionally, or a combination of these factors. CONTRACTOR will develop alternative approaches to developing land cover-based models for species not amenable to this approach. California condors, for example, fly and forage across very large areas; a habitat model would greatly overestimate habitat and, correspondingly, impacts to the species. Rather than creating a habitat model for the California condor, CONTRACTOR proposes applying analytical methods used for the Wind Energy California Condor Working Group Condor Conservation Plan. Specifically, CONTRACTOR will describe and analyze a USFWS-provided geospatial tool for condors that employs global positioning system tracking based on radio collars and use these data to assess the movement and behavior patterns that may put condors at risk of take. CONTRACTOR assumes USFWS will provide historical condor geospatial movements/activity in the permit area to inform this analysis.

**Assumptions:**

- CONTRACTOR will develop land cover-based habitat models for 14 of the 17 covered species and use alternative approaches for quantifying impacts and developing conservation strategies for species without habitat models.

**Deliverables:**

- Preliminary draft model parameters and methodology and preliminary draft model results (i.e., maps and descriptions). CONTRACTOR will incorporate final model methods and results into the species profiles.

**Subtask 6.7. Identify Natural Communities and Prepare Natural Community Profiles**

The application of many of the SBCCP's conservation measures will occur at the natural community level, benefitting multiple covered species as well as biodiversity, ecological

processes, and ecosystem services. Therefore, it is important to clearly define these natural communities and determine which covered species occur within them, their contribution to regional biodiversity, and key ecological processes that occur within them. CONTRACTOR'S ecologists, wildlife biologists, and botanists will prepare a description of each natural community, including a discussion of physiognomy, dominant plant species, common wildlife species, covered species, historical versus present conditions, extent within the plan area, contribution to regional biodiversity, and ecological processes. The identification and distribution of each natural community will depend on the mapped land cover type or types that comprise(s) the community.

The NCCP Act requires that NCCPs conserve ecosystem function, biological diversity, environmental gradients, and shifting species distributions, but it does not define these terms. CONTRACTOR expects the science advisors to help define these terms and methods to measure their attributes within the study area for natural communities in the SBCCP.

CONTRACTOR will use existing datasets for different taxonomic groups to characterize biological diversity, such as:

- California Native Plant Society's (CNPS) Manual of California Vegetation
- CNPS checklists of plants
- CalFlora database at the University of California, Berkeley
- California State Wildlife Action Plan
- Species lists from surveys within the study area
- CNDDDB
- Associations of vertebrates with each natural community in the area according to the CDFW Wildlife Habitat Relationship (WHR)
- Descriptions of natural communities and biological diversity in nearby conservation plans such as the Santa Clara Valley HCP/NCCP, Santa Clara County RCIS, and Salinas River Long-Term Management Plan

To address environmental gradients as required under the NCCP Act, the ICF Team will describe the physical and biological variation in the SBCCP area in terms of variables such as topography, aspect, soil type, land cover type, climate, and moisture using existing data from USGS, Natural Resources Conservation Service, and other sources.

For purposes of describing shifting species distributions due to changed circumstances as required under the NCCP Act, CONTRACTOR will consider potential effects of global climate change on covered species most likely to be affected (e.g., blunt-nosed leopard lizard). To address this requirement, we will summarize the most recent literature on the predicted effects of climate change in central California Coast Range and qualitatively describe their potential effects on vegetation and covered species and describe the implications for the integrity of the reserve system.

**Assumptions:**

- The natural community profiles will describe natural communities such as grasslands, oak woodlands, and riparian woodland representative of the SBCCP area. The natural community profiles will not provide in-depth descriptions of each land cover type.

**Deliverables:**

- Preliminary draft natural community profiles and descriptions of NCCP Act terms such as ecosystem function, biological diversity, environmental gradients, and shifting species distributions. CONTRACTOR will incorporate natural community profiles and descriptions into Chapter 3, Existing Conditions.

**Subtask 6.8 Draft Existing Conditions Chapter (Baseline Conditions Assessment)**

CONTRACTOR will draft the existing conditions chapter, incorporating the information and materials developed for the above Task 6 subtasks. The chapter will describe the baseline physical and biological conditions of the SBCCP study area that will serve as a basis for the impact analysis and conservation strategy.

The existing conditions chapter will address the following physical and biological characteristics of the SBCCP study area:

- Topography
- Geology and soils
- Climate and hydrology
- Natural communities (including natural community profiles described in Subtask 6.7) and land cover types
- Associated wildlife and plants
- Ecosystem function
- Natural disturbances
- Threats to each natural community

The Steering Committee, Wildlife Agencies, and Citizens Advisory Committee will review the draft existing conditions chapter using the process described for Chapters 1-7 in Task 7.

**Deliverables:**

- Draft existing conditions chapter.

### **Subtask 6.9. Develop Draft Methods for Impact Assessment**

The first step in the impact analysis will be to evaluate each of the covered activities to identify the mechanisms that could result in direct or indirect impacts on covered species and habitats and any ESA-designated critical habitat (critical habitats must undergo evaluation because of the internal Section 7 consultation conducted during permit processing). CONTRACTOR will link these impact mechanisms to each covered species in a matrix and narrative description.

The next step in the evaluation process is to identify the appropriate method for measuring levels of take resulting from covered activities in the study area (e.g., area of habitat affected, number of individuals or populations taken) for each covered species and natural community or land cover type (i.e., for sensitive land cover types only, such as aquatic resources). To the extent possible, CONTRACTOR will create GIS data identifying the location of expected impacts. When the location of a covered activity or covered activity type is not known, CONTRACTOR will develop a method that estimates the approximate location or expected impacts as accurately as possible. CONTRACTOR will overlay these GIS data on the land cover data or species models if available.

As described in Subtask 6.6, CONTRACTOR will quantify the level of take for most of the covered species in terms of acres of habitat lost or degraded. Species without habitat models, however, will require a different qualitative analysis of take. For example, it is more effective and efficient to quantify take of most covered plants in terms of occurrences or populations rather than acres of habitat. Tracking impacts and conservation in terms of populations will ensure impacts to covered plants are minimized and mitigated to the maximum extent practicable (i.e., ESA standard) and these species are conserved in the study area (i.e., NCCP standard). CONTRACTOR will also describe the potential indirect impacts to covered species in qualitative terms because indirect impacts (and the resulting take from indirect impacts) are difficult to quantify regionally.

CONTRACTOR will examine the California condor movement data over time to inform a projection of the take estimate throughout the requested permit term. CONTRACTOR'S analysis will use information provided by USFWS, including population viability analysis (PVA) background information, and information on local and regional injuries and fatalities provided by USFWS. CONTRACTOR will analyze the impact of take using USFWS' condor PVA relevant to the permit area.

Prior to implementing this work, CONTRACTOR will draft a technical memorandum with proposed methods and seek review and approval of the methods from the COUNTY and Wildlife Agencies. CONTRACTOR will also provide a preliminary draft impact analysis in tabular format for review by the Steering Committee, Wildlife

Agencies, stakeholders, and the science advisors to ensure the initial results are in line with expectations. This analysis will also enable development of preliminary conservation measures in Subtask 6.12. CONTRACTOR will revise the analysis, develop a preliminary impact analysis chapter for further review, and revise this chapter again for the public draft SBCCP.

**Deliverables:**

- Memorandum describing preliminary impact mechanisms for each covered species, preliminary draft impact analysis methodology, preliminary draft impact analysis results in tabular format (impacts on land cover and covered species habitat), and preliminary draft impacts analysis chapter. The ICF Team will incorporate information included in this memorandum into Chapter 4, Assessment of Take.

**Subtask 6.10.            Develop Draft Biological Goals and Objectives**

Biological goals and objectives are a required element of HCPs and NCCPs. Biological goals are broad, guiding principles based on the conservation needs of the resources. Biological objectives are expressed as conservation targets or actions. Biological goals and objectives serve two important functions in an HCP/NCCP: (1) they act as a useful summary of the often- complex conservation strategy, and (2) they provide the measurable, typically quantitative targets of the plan monitored during implementation. Because of the importance of biological goals and objectives in shaping the conservation strategy and determining plan costs, CONTRACTOR will develop goals and objectives in several stages. It can be difficult to develop the goals and objectives before potential impacts and the likely conservation strategy are well understood. Goals and objectives will change, possibly substantially, throughout the process until the proposed conservation strategy is well defined. In the first stage, the format and structure of goals and objectives is developed, and their link to the monitoring program is made clear. Early involvement and approval of the Wildlife Agencies in setting goals prevents the possible need for costly changes to the SBCCP structure later in the process. In the second stage, preliminary biological goals are developed. The preliminary goals provide a framework for developing the conservation strategy based on the preliminary impact analysis and early recommendations of the science advisors. The third stage occurs after the draft conservation strategy is developed. At this point, goals are refined, and preliminary objectives are developed based on the conservation strategy. In the fourth stage, goals and objectives are refined to match the final conservation strategy.

**Assumptions:**

- CONTRACTOR will revise biological goals and objectives throughout SBCCP development. This task will conclude after one round of review



and development of a second draft. After that, CONTRACTOR will make revisions under SBCCP drafting tasks.

- The structure of objectives will be quantitative (e.g., stating how much of a natural community will be protected or restored), however, this draft will not include values (i.e., the actual amounts will not be included in the objectives). Amounts of natural communities or habitats to be protected or restored will be included in the first administrative draft conservation strategy chapter (Task 7), after the impact assessment is refined in the first administrative draft.

**Deliverables:**

- Memorandum describing the proposed draft structure and format for biological goals and objectives and preliminary biological goals.
- Refined goals based on feedback from the Steering Committee and Wildlife Agencies and preliminary objectives. The biological goals and objectives will be the foundation of Chapter 5, Conservation Strategy.

**Subtask 6.11. Develop Conservation and Mitigation Strategy Structure**

CONTRACTOR will work closely with the Steering Committee, science advisors, Wildlife Agencies, and Citizens Advisory Committee to develop a functional and practicable conservation and mitigation strategy structure. (The conservation strategy will be designed to provide mitigation for impacts to covered species and their habitats. Hereafter, the conservation strategy and mitigation structure are referred together as the “conservation strategy.”). Agreement between the Steering Committee, science advisors, and Wildlife Agencies regarding the groundwork minimizes the chance of future challenges to the key elements of the conservation strategy, as follows:

**Conservation Gap Analysis**

CONTRACTOR’S ecologists and GIS specialists will conduct a conservation gap analysis to determine what percentage of the natural communities, land cover types, and habitat for covered species is already protected in public lands in the study area. Remaining unprotected areas are gaps in conservation that the SBCCP could fill. CONTRACTOR will present the results of this analysis in tabular format with and without impacts (i.e., before and after SBCCP implementation).

**Conservation Strategy Framework**

Before developing the conservation strategy, it is important to reach agreement on the structure of the strategy. The following key questions need clear answers before the conservation strategy can be developed.

- Will the SBCCP depict a reserve system using general areas for land acquisition emphasis (i.e., soft lines), fixed boundaries of proposed land acquisition (i.e., hard lines), or a combination of these techniques?
- How comfortable are stakeholders and the Steering Committee in using maps in the SBCCP to show land acquisition requirements?
- What will the format of the conservation measures be (e.g., numbering system, heading structure, level of detail in each measure, whether avoidance/minimization measures are considered conservation)?
- How will the conservation measures relate to the biological goals and objectives? (We propose a table showing this link.)
- Will existing public lands (e.g., Bureau of Land Management [BLM] land, Pinnacles National Park) be counted toward the reserve system?
- What planning units will help guide development and assembly of the reserve system (e.g., subwatershed boundaries, elevational limits, political boundaries, major roads, major vegetation boundaries)?

CONTRACTOR will help guide the Steering Committee through these questions and decisions by presenting alternative approaches, their benefits and drawbacks, and recommendations on how to proceed in a series of memos.

### **Conservation Strategy Foundation**

Similar to the conservation strategy structure, there are many elements of the conservation strategy that require upfront definition to provide a solid foundation. Through a series of memos to the Steering Committee, CONTRACTOR will assist the COUNTY and potential co-permittees clearly define the following parameters.

- Regulatory requirements of the conservation strategy (e.g., NCCP conservation standards for other covered species).
- Definitions of key terms in the conservation strategy (e.g., habitat enhancement, habitat restoration, habitat creation).
- Reserve design principles based on the science of conservation biology.
- Ecological and recovery needs of the covered species.
- Any umbrella or focal species used to guide the reserve design (e.g., propose that focal species include the California red-legged frog and California tiger salamander for off-stream aquatic habitats).
- Regional habitat linkage needs of covered species (i.e., looking beyond the study area for means of linking with adjacent public lands or the Santa Clara Valley HCP/NCCP to the north).

Many of these elements will also be reviewed by the science advisors to provide a defensible foundation for the conservation strategy. As with the conservation strategy structure, CONTRACTOR will present alternative approaches, their benefits and

drawbacks, and recommendations on how to proceed in a series of memos to the Steering Committee.

**Assumptions:**

- Draft conservation and mitigation strategy structure will not include amounts of natural communities or habitats to protect or restore. Amounts of natural communities or habitats to be protected or restored will be included in the first administrative draft conservation strategy chapter (Task 7), after the impact assessment is refined in the first administrative draft.

**Deliverables:**

- Draft and final conservation gap analysis.
- Memos on alternative approaches and recommendations for conservation strategy structure.

**Subtask 6.12.          Develop Reserve System Design and Conservation Measures**

Once the conservation and mitigation strategy structure and foundation are clearly established, CONTRACTOR will develop the conservation strategy for the SBCCP. CONTRACTOR will use an innovative approach to the conservation strategy that focuses first on landscape-level measures such as assembling the reserve system and reserve system management. The measures will address many of the conservation needs of the covered species. Next, CONTRACTOR will develop habitat- and species-level conservation measures to address additional conservation needs. Finally, CONTRACTOR will adjust or combine these conservation measures to form different alternatives; the COUNTY, Steering Committee, stakeholders, and elected officials can choose to determine the final conservation strategy in the SBCCP.

**Reserve Design**

The reserve system will be the primary mitigation measure to offset impacts of the covered activities and conserve species. The reserve design methods used will depend on decisions made earlier in the SBCCP process (i.e., Subtask 6.11), including the use of either soft- or hard- line reserves, and the inclusion of existing public lands in the reserve system. CONTRACTOR will develop reserve systems for regional conservation plans and can develop either simple or complex reserve design models to support this process.

Another important component of reserve design is the reserve assembly rules. The reserve system will likely have some soft lines, so a process to assemble the reserve system during implementation must be defined. CONTRACTOR will create a reserve assembly that is clear but retains flexibility to assemble the reserve system in a variety of configurations. This flexibility is important to

ensure single parcels do not hold the plan hostage and prevent it from meeting its requirements.

### **Modeling Climate Resilience, Sensitivity, and Refugia**

Many species may have limited capacity to evolve tolerances to changing climate conditions at a rate commensurate with the changing conditions, leading to a heightened risk of extirpation throughout parts of their geographical ranges. One method for addressing this vulnerability is to identify and protect climate refugia that act as safe havens on the landscape by providing the diversity of habitat and stable conditions needed for species' persistence. To be effective, refugia need to be relatively buffered from the most extreme effects of changing climate conditions and need to provide a clear path of retreat from more affected areas. Subcontractor CBI has laid the foundation for developing a climate resilience model for the SBCCP with a climate site sensitivity model and climate change exposure dataset covering California and the western U.S. Subcontractor CBI's climate site sensitivity model is based on soil characteristics, which are stable parameters, so the results of this model are very applicable to helping to define climate resilience and climate refugia in the SBCCP plan area. Subcontractor CBI will update this model with the most current projections of climate change, and include additional inputs such as factors pertaining to water availability (e.g., Climatic Water Deficit) which have the greatest potential impacts on natural habitat. The identification of areas of climate resilience, sensitivity and refugia can help inform the development of the reserve system by identifying areas likely to provide the greatest conservation benefits for the species most at risk from the effects of changing climate conditions.

### **Habitat and Species Conservation Measures**

Conservation measures at the habitat (or natural community) level, as well as the species level, are necessary to fully conserve each covered species and meet NCCP standards. CONTRACTOR'S wildlife biologists and botanists will develop conservation measures at the programmatic level to meet the conservation needs of the covered species. To be successful, the SBCCP must provide guidelines, recommended techniques, and funding for management of this habitat through an adaptive program (see Subtask 6.13). Habitat restoration measures may also be necessary to offset impacts to high-value habitats such as riparian woodland or wetlands.

CONTRACTOR will also develop species-specific management measures to meet species needs not already addressed by the community-level measures. Management measures must be practical, cost effective, and clearly defined. Sources used to develop the habitat and species conservation measures will include the following.

- USFWS Recovery Plans for Upland Species of the San Joaquin Valley, Vernal Pool Ecosystems of California and Southern Oregon, the California Red-Legged Frog, Least Bell's Vireo, and others
- USFWS species status assessments and 5-year reviews for San Joaquin woolly-threads, San Joaquin kit foxes, blunt-nosed leopard lizards, and others
- Extensive experience and scientific research on the covered species
- Practical management experience of local ranchers and other land managers provided from stakeholder groups such as the San Benito Working Landscapes Group, California Rangeland Trust, Pajaro Compass Network, BLM, San Benito Resource Conservation District, Sparling Ranch Conservation Bank, REACH San Benito Parks Foundation, Santa Clara Valley Habitat Agency, Santa Clara Valley Open Space District, and other land managers

Once the reserve design methods and management guidelines are established, CONTRACTOR will draft a preliminary conservation strategy that best meets the needs of the natural communities and covered species, while not conflicting with planned development, for Steering Committee, and Citizens Advisory Committee review.

When CONTRACTOR identifies a proposed conservation strategy for the SBCCP, CONTRACTOR will prepare a detailed description of the strategy as a chapter of the SBCCP for Steering Committee, Wildlife Agency, Citizens Advisory Committee, and science advisor review.

**Assumptions:**

- Initial draft sections of the conservation strategy chapter will not include amounts of natural communities or habitats to be protected or restored. Amounts will be included in the first administrative draft conservation strategy chapter (Task 7), after the impact assessment is refined in the first administrative draft.

**Deliverables:**

- Draft sections of the conservation strategy chapter on reserve design methods and habitat and species conservation measures and draft conservation strategy.

**Subtask 6.13.            Develop a Monitoring and Adaptive Management Strategy**

Adaptive management is the process by which information from monitoring is analyzed and interpreted to inform and improve future management. CONTRACTOR will develop an adaptive management program that is linked to the monitoring program and meets the requirements of the NCCP Act, USFWS HCP Handbook, and

the guidelines CDFW and USFWS have established for adaptive management of regional HCPs. CONTRACTOR will develop an adaptive management program for the SBCCP that describes the structure of the process and guidelines for implementing it.

**Deliverables:**

- Preliminary conceptual monitoring and adaptive management strategy. This strategy will be the foundation of Chapter 7, Monitoring and Adaptive Management Strategy.

**Subtask 6.14. Develop a Draft New Mitigation Fee Schedule and Funding Strategy**

CONTRACTOR, alongside economics subconsultants HEG and UE, will develop the cost and funding plan for the SBCCP. Bob Spencer of UE will lead the funding plan under CONTRACTOR'S direction. Sally Nielsen of HEG will lead development of the cost model for the plan, also under CONTRACTOR'S direction and support.

As part of this task, CONTRACTOR will identify and estimate all costs of the SBCCP and ensure appropriate assumptions are used to develop estimates for the cost of the following.

- Implementing SBCCP conservation measures
- Conducting management and monitoring
- Implementing habitat restoration and remedial measures
- Land acquisition and due diligence (e.g., appraisals, preacquisition biological surveys, legal fees)
- Administration of SBCCP implementation

CONTRACTOR will work closely with the COUNTY to develop the cost assumptions and base the assumptions on the actual costs of implementation for other regional HCP/NCCPs in Northern California as well as on local factors as appropriate (e.g., for land cost assumptions). CONTRACTOR and its subconsultants will also develop the funding plan, including an appropriate mitigation fee schedule and funding strategy for the SBCCP based on impacts and the needs of the conservation strategy. CONTRACTOR will work closely with COUNTY to ensure the costs of the plan are accurately and reasonably estimated; SBCCP fees are affordable to project proponents in San Benito County; and the plan can be fully funded with mitigation fees and other reasonably anticipated local, state, and federal revenues. CONTRACTOR'S project manager, project director, and subconsultant leads for cost and funding will participate in several meetings to explain and review the cost assumptions, cost model, and fee calculations to ensure agreement on the approach (meeting time is included in Subtask 1.4).

**Assumptions:**

- This scope does not include a mitigation fee nexus study. CONTRACTOR recommends the COUNTY consult with legal counsel on the need for such documentation either during Phase 1 or later during SBCCP development.

**Deliverables:**

- List of cost assumptions, economic cost model, funding model, and draft mitigation fee schedule.
- Working draft and draft cost and fee models (at least one draft fee schedule will be completed during Phase 1) and preliminary draft funding strategy. CONTRACTOR will develop the full cost and funding strategy in Phase 2.

**Subtask 6.15.            Develop an Implementation Plan**

The implementation plan describes the “who” and “how” of the HCP/NCCP. The key challenge to developing an implementation structure is defining it clearly enough that anyone can read the chapter and know what to do but providing enough flexibility in implementation to allow creative solutions and adaptations. Implementation structures that are too rigid are not likely to function for 25, 50, or 75 years. In contrast, implementing agencies without proper guidance may fail to implement the plan properly. The implementation chapter of the SBCCP will describe key elements related to implementation, including:

- The existing or new organization that will implement the conservation measures
- The structure and roles of the existing organization or new organization created to implement the plan
- The role of the County and potential co-permittees, stakeholders, and the public in implementing the plan
- The role of outside reviewers (e.g., financial auditors, regulatory agencies, scientists) in implementing the plan
- The timeline for implementation
- The means of acquiring land through fee title or conservation easements
- The allowed or prohibited land uses for conservation easements
- The process by which project applicants apply for coverage under the plan through the local planning counter
- The process of implementing procedures locally to adopt provisions of the plan (e.g., implementing ordinance, general plan amendment)
- The establishment of a database and tracking procedures
- The requirements of reporting to regulatory agencies
- The standards and procedures for amending the plan or the permit

**Deliverables:**

- Preliminary draft implementation concepts. CONTRACTOR will draft Chapter 8, Implementation, during Phase 2.

**Task 7. Develop First Administrative Draft HCP/NCCP Chapters 1-7**

Under this task, CONTRACTOR will prepare the first administrative draft SBCCP for Steering Committee and Wildlife Agency review. CONTRACTOR will prepare two drafts of the first administrative draft and distribute the first to the Steering Committee for review and comment. We will incorporate the comments we receive into the second draft, which will be distributed to the Wildlife Agencies for review and comment.

CONTRACTOR will prepare the first administrative draft SBCCP based on the work completed under Task 6, Strategic Planning and Initial Draft Chapters, and Task 2, Public and Stakeholder Outreach. This task includes development of Chapters 1-7 of the SBCCP:

- Chapter 1. Introduction
- Chapter 2. Land Use and Covered Activities
- Chapter 3. Existing Conditions
- Chapter 4. Assessment of Take
- Chapter 5. Conservation Strategy
- Chapter 6. Conditions on Covered Activities
- Chapter 7. Monitoring and Adaptive Management Strategy

Preparation of the SBCCP document will be a highly interactive process. To facilitate the learning process among participants and to provide for efficient decision-making, CONTRACTOR will separately prepare and provide for review individual chapters or portions of the document, following a similar approach as described for the review and discussion of the strategic planning tasks.

**Deliverables:**

- First administrative draft SBCCP Chapters 1-7 (delivered electronically in MS Word and PDF [figures, graphics, and model outputs]) to Steering Committee.
- Revised first administrative draft SBCCP Chapters 1-7 to the Wildlife Agencies.

**Task 8. Develop Incidental Take Permit Material**

During Phase 1, CONTRACTOR will begin to collect and fill out forms to apply for a Section 10 Incidental Take Permit. The final permit application will be complete in Phase 2 once the public draft SBCCP and public draft EIR/EIS are ready and the



Wildlife Agencies have approved them for public release. (A complete public draft HCP and NEPA document are required to accompany the federal permit application.)

## **Task 9. CEQA/NEPA Early Planning**

Toward the end of Phase 1, CONTRACTOR will begin early scoping for CEQA/NEPA compliance. CONTRACTOR will gather information related to environmental and human resources to begin identifying possible significant impacts and significant adverse impacts that changes to the project cannot eliminate. The majority of CEQA/NEPA development would occur during Phases 2 and 3.

### **Subtask 9.1 CEQA/NEPA Project Management**

CONTRACTOR'S CEQA/NEPA Team will be responsible for project management and meeting facilitation associated with the preparation and publication of the draft and final EIR/EIS. CONTRACTOR will schedule project coordination meetings and/or conference calls on a regular basis and as needed (i.e., as agreed upon by the COUNTY and USFWS) during the project initiation meeting (i.e., Subtask 9.2). As discussed in Subtask 9.2 below, CONTRACTOR'S staff will facilitate project coordination meetings and calls, which may occur at the COUNTY'S office in Hollister or USFWS' office in Ventura. CONTRACTOR will report jointly to the COUNTY and USFWS staff assigned to the SBCCP during the development of the EIR/EIS. USFWS will make the final determination of information included to address NEPA requirements, and the COUNTY will make the final determination of information included to address CEQA requirements. CDFW will also likely contribute to the direction and content of the document as a CEQA Responsible and Trustee Agency. CONTRACTOR will coordinate closely with the COUNTY and USFWS as the lead CEQA and lead NEPA agencies respectively (i.e., Lead Agencies). We will also work collaboratively with the SBCCP team, at the direction of the Lead Agencies, to obtain data and verify the EIR/EIS accurately summarizes the SBCCP.

Also included under this task is work associated with project oversight, budget and schedule coordination and control, monthly invoicing, and team oversight and guidance.

### **Subtask 9.2 Project Initiation Meeting and Refinement of Detailed Work Plan**

Following contract initiation, CONTRACTOR'S CEQA/NEPA Team will lead an internal EIR/EIS kickoff meeting with the COUNTY, including the County staff, USFWS, and the CONTRACTOR'S SBCCP team, to:

- Refine the EIR/EIS SOW based on development of the SBCCP and any needs for clarification or additional detail
- Identify the project coordination meeting schedule and overall coordination approach

- Confirm the number and location of public scoping meetings and public hearings
- Develop the review-and-commenting process for the various EIR/EIS drafts
- Identify any additional government agencies or other parties whose input will be vital to the successful and timely completion of the EIR/EIS
- Develop protocols for communication between the Lead Agencies, cooperating agencies, and SBCCP consultant team
- Refine the project schedule

A key outcome of the kickoff meeting will be the establishment of a mutual understanding of the EIR/EIS key issues. Following the project initiation meeting, CONTRACTOR will work with USFWS and the COUNTY to prepare the final SOW and schedule.

### **Subtask 9.3 Gathering of Existing Data and Documents**

CONTRACTOR'S CEQA/NEPA project manager and technical experts will work with the COUNTY and USFWS, as permitted by the COUNTY, to determine project data needs to support the SBCCP EIR/EIS. CONTRACTOR will develop a list of available data to ensure the right data are acquired or identify data gaps early in the environmental process. CONTRACTOR will also recommend approaches to address identified data gaps.

#### **Deliverables:**

- Spreadsheet summarizing the availability and suitability of existing data, including base maps and aerial photographs, other relevant maps, reports, studies, and other non-GIS data for use in the SBCCP Plan Area
- An assessment of any key data gaps and recommended approach to address the data gaps

### **Task 10. Optional Tasks**

In addition to the tasks described above, CONTRACTOR has identified six optional tasks believed to complement the RFQ tasks. CONTRACTOR will provide a brief description of each proposed optional task below. If the COUNTY are to implement any of these optional tasks, CONTRACTOR will work with the COUNTY to develop a detailed SOW and cost estimate for the selected tasks.

#### **Optional Task 10.1. Map Land Cover**

Under this optional task, CONTRACTOR'S biologists and GIS specialists will develop a GIS land cover layer using one of the following approaches according to the COUNTY'S

direction and at the recommendation of the Wildlife Agencies, as described in Subtask 4.3.

1. Conduct automated mapping using false-color aerial imagery combined with true color aerial imagery corrections (i.e., heads-up digitizing) and limited field work. This approach would produce a custom land cover map that is more accurate than a map that uses the current available data. However, the automated mapping process often produces blocky and inaccurate boundaries between land cover types. This method would add approximately 1–3 months to the project timeline, depending on how early in Phase 1 the County decides to map land cover using this method.
2. Map land cover consistently throughout the County using heads-up digitizing with true color aerial imagery from different seasons (different land cover types are more or less visible depending on the season). Combine this approach with stratified field sampling for vegetation ground truthing and verification and accuracy assessment. This method would add approximately 2–6 months to the project timeline, depending on how early in Phase 1 the COUNTY decides to map land cover using this method.

Mapping under option one (1) would use automated photo- interpretation software to map land cover. However, CONTRACTOR has found that such systems are not sufficiently accurate to be effective with the vegetation and other land cover types found in San Benito County (e.g., serpentine barren, seasonal wetlands, chaparral, and rural residential development are not likely to be distinguishable from other land cover types by these programs).

Mapping under option 2 involves digitizing polygon boundaries in GIS using a heads-up on-screen approach using true-color aerial photographs.

Two vegetation ecologists would spend approximately 1-2 weeks ground truthing and verifying the draft land cover map created using either option 1 or option 2. The map would be refined based on information collected during ground truthing.

CONTRACTOR assumes the COUNTY will provide the georeferenced color aerial photography in digital form. CONTRACTOR will use the other datasets (e.g., other aerial photography, satellite imagery, geology and soils data, regional parks vegetation maps, USFWS National Wetland Inventory data) to inform our interpretation of color aerial photographs and to update the GIS where new development has occurred since the year the aerial photographs were taken.

Existing classification systems (e.g., CDFW WHR system, Holland system, Manual of California Vegetation) will provide the basis for the final classification scheme. CONTRACTOR will map major vegetation and land cover types to a 10-acre minimum mapping unit while mapping wetlands, riparian, and other unique land cover types such as serpentine grassland to a 0.25- acre minimum mapping unit. Stock ponds are

important to California red-legged frogs, California tiger salamanders, and other covered aquatic species, and CONTRACTOR would map them at a 0.25-acre minimum mapping unit. CONTRACTOR will also map small key features that support specialized habitats such as rock outcrops and seeps, where distinguishable on the aerial photography, as point locations.

CONTRACTOR'S biologists would conduct up to 2.5 work weeks of field reconnaissance surveys by driving accessible roads in the plan area where visual inspection is needed to validate land cover polygons in focused areas.

**Optional Task 10.2. Assist COUNTY With Scoping and Costing Remaining Phases for Next Grant**

As described in Section 2, the SOW for Phase 1 includes the task of taking the SBCCP through the first administrative draft of Chapters 1-7. We would provide these chapters to the Wildlife Agencies for review. The draft SOW for Phases 2 and 3 would need to be refined once we obtain a better understanding of the content of the SBCCP and potential issues that may arise during Phase 1. As part of this optional task, CONTRACTOR will review and refine the SOW, schedule, and cost estimate for Phases two (2) and three (3) in coordination with the COUNTY and Steering Committee.

The County may be eligible for a second Section 6 grant program (i.e., Habitat Conservation Planning Assistance Grant). Under this optional task, CONTRACTOR will assist the COUNTY with its Planning Assistance Grant Application to fund Phases two (2) and three (3) of this SOW.

**Deliverables:**

- Revised SOW, schedule, and cost estimate to complete Phases 2 and 3.

**Optional Task 10.3. Modeling Habitat Connectivity**

The NCCP Act requires the development of reserve systems and conservation measures in the plan area to provide for the effective movement and interchange of organisms between habitat areas and linkages between reserves and habitats outside of the plan area. Habitat degradation, fragmentation, and climate change affect an organism's ability to move between habitat patches across the landscape.

Available mapping of habitat connectivity across San Benito County and into habitats in neighboring counties operates on fairly large, regional scales that may not be useful in informing local, County-level conservation planning. Furthermore, existing habitat connectivity mapping efforts that include San Benito County, such as Critical Linkages: Bay Area and Beyond and CDFW's Areas of Conservation Emphasis terrestrial connectivity dataset, do not incorporate the effects of climate change.

For this optional task, Subcontractor CBI, under CONTRACTOR'S direction, will model habitat connectivity within San Benito County and between habitat patches in the COUNTY and neighboring counties. CBI would incorporate the effects of climate change on connectivity and identify habitat connectivity conservation priority areas that would inform the SBCCP conservation strategy. CONTRACTOR recommends the COUNTY consider modeling habitat connectivity if recommended by the science advisors and Wildlife Agencies.

#### **Optional Task 10.4. Modeling Wildfire Risk**

Wildfire is a natural component of many ecosystems and natural community types in San Benito County. Wildfire intensity and frequency has increased and will likely continue to do so due to a changing climate with hotter and drier conditions. Wildfire can affect the successful protection and restoration of covered species populations and habitats, particularly if frequent, intense fires cause type conversion of certain natural communities. Under such conditions, certain natural communities such as grasslands may replace chaparral or oak woodlands in areas subject to frequent, intense fires.

For this optional task, Subcontractor CBI, under CONTRACTOR'S direction, would model wildfire risk to inform conservation planning and prioritization of conservation measures to proactively address wildfire threat to natural communities, covered species and their habitats, and humans, particularly at the urban/wildlands interface. Wildfire risk modeling could also be applied to provide the COUNTY assurances from the Wildlife Agencies in the event of extreme (i.e., in frequency or intensity) unforeseen wildfires. CONTRACTOR recommends that the COUNTY consider modeling wildfire risk if recommended by the science advisors and the Wildlife Agencies.

#### **Optional Task 10.5. Conduct Wildlife Movement/Corridor Study**

Barriers to wildlife movement, particularly highways and roads, fragment habitats and limit the ability of wildlife to move between important habitats. Wildlife crossing structures such as culverts and highway underpasses or overpasses can be created or modified to allow wildlife to cross barriers safely. To be successful, wildlife crossing structures should exist in areas where wildlife most frequently attempt to cross a barrier. Existing habitat connectivity models and maps, and those developed under Optional Task 10.3, model habitat connectivity at the landscape level. However, these models do not identify specific areas where barriers to wildlife movement, such as highways, are particularly hazardous and result in high levels of mortality.

Highways such as U.S. Route 101 and SR 156 are likely barriers to movement in San Benito County. CONTRACTOR recommends that the COUNTY consider this optional task if the science advisors or Wildlife Agencies recommend wildlife movement studies

to identify important areas to install wildlife crossings or enhance conditions at existing wildlife crossings across U.S. Route 101, SR 156, or other barriers.

CONTRACTOR recommends asking Pathways for Wildlife to join the CONTRACOT as a subconsultant if the COUNTY decides to proceed with this optional task. Under this optional task, Pathways for Wildlife, under CONTRACTOR'S direction, would conduct a study using roadkill data and field camera data to identify areas most in need of wildlife crossing projects. Pathways for Wildlife is a small, woman-owned research business specializing in identifying, monitoring, and implementing connectivity designs for wildlife movement. Pathways for Wildlife has conducted numerous wildlife movement studies in the region that have informed conservation planning and design of wildlife crossing structures.

#### **Optional Task 10.6. Aquatic Resource Permitting**

When covered activities are implemented, they can affect not only species regulated under the ESA and CESA, but also aquatic resources regulated under the federal Clean Water Act (CWA) and California's Porter-Cologne Water Quality Control Act (Porter-Cologne). Most large-scale HCP/NCCPs contemplate future aquatic resource permitting needs and address certain aspects of aquatic resource permitting while developing the HCP/NCCP. For example, the East Contra Costa County HCP/NCCP included an appendix inventorying all aquatic resources in the plan area, including location in the watershed and existing condition. Other HCP/NCCPs, develop a partner program at the same time as the HCP/NCCP is developed.

This optional task is proposed as a two-part effort. First, CONTRACTOR would work with the COUNTY and co-applicants to identify the expected level of need for aquatic permits. These permits typically include a Clean Water Act Section 404 permit from the U.S. Army Corps of Engineers for dredge and fill of waters of the U.S. and a permit from the Regional Water Quality Control Board that serves both as a CWA Section 401 water quality certification and as a Porter-Cologne waste discharge requirement. A Lake or Streambed Alteration Agreement (under CFGC 1602) may also be required from CDFW. Second, if the need is determined to be sufficiently great and if the COUNTY so choose, COUNTY would guide the COUNTY and co-applicants through development of an aquatic resource program to complement the HCP/NCCP.

### Schedule

The proposed schedule represents our commitment to provide the identified deliverables based on the assumptions in this SOW. CONTRACTOR will carefully track project progress and notify the County if the assumptions on which this scope is based do not hold true or if the schedule may require revision for any reason. The proposed timeline is to complete Phase 1 in approximately 2.25 years (27 months).

*Anticipated Timeline for Phase 1<sup>a</sup>*

	2022				2023				2024
<i>Phase 1<sup>b</sup></i>	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
<b>Task 2 – Public and Stakeholder Outreach</b>									
Task 2.1 – Develop Outreach Plan									
Task 2.2 – Facilitate Citizens Advisory Committee Meetings	*	*	*	*	*	*	*	*	*
Task 2.3 – Facilitate SBCCP Public Workshops		*		*		*		*	*
Task 2.4 – Facilitate Tribal Coordination	*		*		*		*		*
Task 2.5 – Prepare Press Releases, Brochures, and Web Content	*	*	*	*	*	*	*	*	*
<b>Task 3 – Prepare Planning Agreement</b>									
Task 3.1 – Support Planning Agreement									
Task 3.2 – Support for Interim Project Review Process									
<b>Task 4 – GIS Data Development and Analysis<sup>b</sup></b>									
<b>Task 5 – Design and Implement Independent Science Advisory Process</b>				*	*				
<b>Task 6 – Strategic Planning and Initial Draft Chapters</b>									
<b>Task 7 – Develop 1<sup>st</sup> Administrative Draft HCP/NCCP Chapters</b>									
<b>Task 8 – Develop Incidental Take Permit Material</b>									
<b>Task 9 – CEQA/NEPA Early Planning</b>									

<sup>a</sup> Review time for draft documents is incorporated into blue-colored cells.

<sup>b</sup> Task 1, Project Management and Meetings will be ongoing throughout all phases.

<sup>c</sup> The core development of GIS data and corresponding analysis will occur during the year 1. However, new GIS data may be added throughout the SBCCP process to inform specific issues.


\* = Meeting

**END OF ATTACHMENT A**

**Exhibit "A"**  
**DESIGNATION OF SUBCONTRACTORS**

Respondent shall complete the form below for each Subcontractor. A Subcontractor is one who: (1) performs Work or labor; or (2) provides a service to the Respondent. If there are no subcontractors, please state "NONE".

SUBCONTRACTORS		
NAME	LOCATION OF BUSINESS	WORK
Conservation Biology Institute (CBI)	136 SW Washington Avenue, Suite 202 Corvallis, OR 97333	GIS and climate change sensitivity analysis
Hausrath Economics Group (HEG)	1212 Broadway, Oakland CA 94612	Economics analysis
Triple HS, Inc., dba H.T. Harvey & Associates	983 University Avenue, Building D Los Gatos, CA 95032	Ecological consulting
Robert D. Spencer, dba Urban Economics	1135 Clarendon Crescent, Oakland, CA 94610	Development of funding plan & nexus study

SIGNATURE BLOCK	
Respondent Signature: <u></u>	Date: <u>10/21/2021</u>
Respondent's Name & Title (Print): <u>Jodi Young, Contracts Manager</u>	



**ATTACHMENT B  
Payment Schedule**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ \_\_\_\_\_, or
- a total sum not to exceed \$1,319,054.00

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

**B-4. SPECIAL COMPENSATION TERMS:** (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

CONTRACTOR will extend the same labor rates quoted to San Benito County to other municipalities, districts, or jurisdictions in San Benito County.

Total compensation specified in Paragraph B-3 of this contract is broken down by the cost estimate by task as shown in Table 1 below:

*Table 1: Price Proposal for Phase 1*

<b>Task</b>	<b>Cost</b>
<b>Task 1. HCP/NCCP Project Management and Meetings</b>	
Subtask 1.1. Develop Work Plan and Detailed Schedule	\$4,060
Subtask 1.2. Project Management	\$62,770
Subtask 1.3. HCP Training Workshop	\$12,900
Subtask 1.4. Meetings	\$143,080
<b>Task 2. Public and Stakeholder Outreach</b>	
Subtask 2.1. Develop Outreach Plan	\$4,570
Subtask 2.2. Facilitate Citizens Advisory Committee	\$51,777
Subtask 2.3. Facilitate SBCCP Public Workshops	\$26,439
Subtask 2.4. Facilitate Tribal Coordination	\$20,876
Subtask 2.5. Prepare Press Releases, Brochures, and Web Content	\$32,400
<b>Task 3. Prepare Planning Agreement</b>	
Subtask 3.1. Support Planning Agreement	\$5,040
Subtask 3.2. Support for Interim Project Review Process	\$8,860
<b>Task 4. GIS Data Development and Analysis</b>	
Subtask 4.1. Identify and Compile Data	\$13,200
Subtask 4.2. Assess Data Gaps and Determine Data to Be Acquired	\$7,040
Subtask 4.3. Gather Land Cover Data	\$20,100
Subtask 4.4. Gather Land-Use Data	\$14,200
<b>Task 5. Design and Implement Independent Science Advisory Process</b>	\$66,990
<b>Task 6. Strategic Planning and Initial Draft Chapters</b>	
Subtask 6.1. Review and Finalize Geographic Extent of the SBCCP and Permit Area	\$6,870
Subtask 6.2. Identify and Confirm Covered Activities	\$17,330
Subtask 6.3. Define Permit Term	\$4,100
Subtask 6.4. Define Covered Species	\$8,510
Subtask 6.5. Develop Species Profiles	\$42,307
Subtask 6.6. Develop Species Habitat Suitability Models	\$36,105
Subtask 6.7. Identify Natural Communities and Prepare Natural Community Profiles	\$18,730

Task	Cost
Subtask 6.8. Draft Existing Conditions Chapter (Baseline Conditions Assessment)	\$51,100
Subtask 6.9. Develop Draft Methods for Impact Assessment	\$31,320
Subtask 6.10. Develop Draft Biological Goals and Objectives	\$17,140
Subtask 6.11. Develop Conservation and Mitigation Strategy Structure	\$19,960
Subtask 6.12. Develop Reserve System Design and Conservation Measures	\$128,048
Subtask 6.13. Develop a Monitoring and Adaptive Management Strategy	\$34,366
Subtask 6.14. Develop a Draft New Mitigation Fee Schedule and Funding Strategy	\$154,290
Subtask 6.15. Develop an Implementation Plan	\$28,720
<b>Task 7. Develop First Administrative Draft HCP/NCCP Chapters 1-7</b>	<b>\$165,060</b>
<b>Task 8. Develop Incident Take Permit Material</b>	<b>\$435</b>
<b>Task 9. CEQA/NEPA Early Planning</b>	
Subtask 9.1. CEQA/NEPA Project Management	\$21,120
Subtask 9.2. Project Initiation Meeting and Refinement of Detailed Work Plan	\$17,280
Subtask 9.3. Gathering of Existing Data and Document	\$13,540
<b>Other Direct Costs</b>	<b>\$4,400</b>
<b>Travel</b>	<b>\$5,633</b>
<b>Total Phase 1 Costs</b>	<b>\$1,310,633</b>

CONTRACTOR will invoice monthly, on a time and materials basis and will only be paid for work completed according to the standard rate schedule shown in Table 2 below. Invoices are due net thirty (30) days from receipt. CONTRACTOR proposes the flexibility to move budget among tasks so long as we do not exceed the overall contracted amount for the entire project.

**Effective through 12/31/2024**

<b>Labor Classification</b>	<b>Per Hour</b>
Senior Project Director	\$300
Project Director	\$255
Technical Director	\$240
Senior Technical Analyst	\$230
Managing Consultant	\$205
Senior Consultant III	\$195
Senior Consultant II	\$170
Senior Consultant I	\$160
Associate Consultant III	\$140
Associate Consultant II	\$135
Associate Consultant I	\$120
Assistant Consultant	\$115
Administrative Technician	\$80
Technician / Technician Trainee	\$85
Intern	\$65
<b>Other Direct Expenses</b>	
Copy Center Services:	
- Color printing (8.5" x 11"—11" x 17")	\$0.16 to \$0.32/page
- Black & White printing (8.5" x 11"—11" x 17")	\$0.08 to \$0.16/page
Automobile mileage at current IRS rate	\$0.56/mile
Electronic Field Equipment	\$10.00/day
A general and administrative charge of 10% will be applied to all other direct costs, inclusive of subcontractor charges.	
Per diem is charged at \$175.00/day. A lodging surcharge will apply in high rate areas.	
Billing rates are subject to revision effective January 1, 2025.	
*ICF Jones & Stokes, Inc.	

\*If designated members are unavailable due to extenuating circumstances, Contractor will provide a replacement subject to San Benito County's prior written approval.

**END OF ATTACHMENT B.**

## **ATTACHMENT C General Terms and Conditions**

### **C-1. INDEMNIFICATION.**

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

### **C-2. GENERAL INSURANCE REQUIREMENTS.**

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

### **C-3. INSURANCE COVERAGE REQUIREMENTS.**

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### **C-4. CERTIFICATE OF INSURANCE.**

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### **C-5. RECORDS TO BE MAINTAINED.**

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

#### **C-6. RETENTION OF RECORDS.**

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

**C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

**C-8. INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

**C-9. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

**C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

**C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

**C-12. BANKRUPTCY.**

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

**C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of



such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

**C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

**C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

**C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

**C-23. AUTHORITY AND CAPACITY.**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

**C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

**C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

**C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with

respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any off-set and the reason for the deduction.

**C-29. COUNTERPARTS.**

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**C-30. FACSIMILE AND ELECTRONIC DIGITAL SIGNATURES**

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**END OF ATTACHMENT C.**