

YOLO HABITAT CONSERVANCY

AGENDA

December 8, 2025



BOARD MEMBERS

CHAIR, LUCAS FRERICHs, COUNTY OF YOLO
VICE CHAIR, DAVID MORENO, CITY OF WOODLAND
MARY VIXIE SANDY, COUNTY OF YOLO
LINDA DEOS, CITY OF DAVIS
VERNA SULPIZIO HULL, CITY OF WEST SACRAMENTO
RICHARD CASAVECCHIA, CITY OF WINTERS
MABEL SALON, UNIVERSITY OF CALIFORNIA, DAVIS

BOARD OF SUPERVISORS CHAMBERS

625 COURT STREET, ROOM 206
WOODLAND, CA 95695

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

5:30 P.M. CALL TO ORDER

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

CONSENT AGENDA

6. Approve July 21, 2025 meeting minutes
7. Approve the 2026 Board meeting calendar
8. Approve the First Amendment to the Agreement with Urban Economics to extend the term of the Agreement through December 31, 2026 and increase the contract amount by \$5,000 for additional fee assessment support services
9. Approve the First Amendment to the Agreement with the Cache Creek Conservancy to extend the contract through June 30, 2026 and add \$83,000 for additional habitat enhancement and management services
10. Approve the First Amendment to the Agreement with Alford Environmental LLC to increase the contract amount by \$95,000 for additional Interim Executive Director and administrative support services
11. Authorize the Interim Executive Director to execute a Memorandum of Understanding with Yolo County regarding conservation and restoration activities at the Haller Muller property
12. Receive and file year-to-date fiscal update

REGULAR AGENDA

13. Adopt the Yolo HCP/NCCP Elderberry Transplant Entity Approval Policy
14. Approve a resolution authorizing the acceptance of NCCP Local Assistance Grant funds in the amount of \$109,673 to increase burrowing owl habitat in Yolo County
15. Approve a resolution authorizing the acceptance of National Fish and Wildlife Foundation grant funds in the amount of \$260,000 to increase habitat for monarchs, valley elderberry longhorn beetle, and Crotch's bumble bee
16. Approve a resolution to increase appropriations within the Grant Fund Budget by \$110,000 for Fiscal Year 2025-2026
17. Executive Director's Report
 - Conservation Easement Acquisitions
 - Current Projects and Partnerships
 - Staffing Update

ADJOURNMENT

Next meeting scheduled for: January 26, 2026

I declare under penalty of perjury that the foregoing agenda was posted December 5, 2025 by 5:00 p.m. at the following places:

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

By: _____
Brandy Hall, Clerk

NOTICE

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

Yolo Habitat Conservancy

Meeting Date: 12/08/2025

Information

SUBJECT

Approve July 21, 2025 meeting minutes

Attachments

Att. A. Minutes

Form Review

Form Started By: Brandy Hall
Final Approval Date: 12/05/2025

Started On: 12/05/2025 08:39 AM

YOLO HABITAT CONSERVANCY

July 21, 2025

MINUTES

The Yolo Habitat Conservancy Board met on the 21st day of July, 2025, starting at 5:30 p.m. in regular session in the Board of Supervisors' Chambers in the Erwin W. Meier Administration Building, Woodland, California.

Present: Richard Casavecchia
Linda Deos
Lucas Frerichs
Mary Vixie Sandy
Mabel Salon

Absent: David Moreno
Verna Sulpizio Hull

Staff Present: Chris Alford, Interim Executive Director
Phil Pogledich, County Counsel
Julie Dachtler, Clerk
Brandy Hall, Office Support Specialist

5:30 P.M. CALL TO ORDER

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

Minute Order No. 25-13: Approved agenda as submitted.

MOTION BY: Deos / SECONDED BY: Casavecchia

AYES: Casavecchia, Deos, Vixie Sandy, Frerichs.

NOES: None.

ABSENT: Moreno, Sulpizio Hull.

ABSTAIN: None.

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

There was no public comment.

5. Board Correspondence

There was no Board Correspondence.

CONSENT AGENDA

Minute Order No. 25-14: Approved Agenda Items Nos. 6-7.

MOTION BY: Vixie Sandy / SECONDED BY: Deos

AYES: Casavecchia, Deos, Vixie Sandy, Frerichs.

NOES: None.

ABSENT: Moreno, Sulpizio Hull.

ABSTAIN: None.

6. Approve May 19, 2025 meeting minutes.

Approved May 19, 2025 meeting minutes on Consent.

7. Authorize signing authority for the Interim Executive Director and Interim Director of Community Services for FY25/26.

Approved recommended action on Consent.

REGULAR AGENDA

8. Approve the Davis Site as a candidate Yolo HCP/NCCP pre-permit reserve system site and authorize staff to proceed with negotiating the terms of a Declaration of Covenants and Restrictions with the National Park Service, United States Fish and Wildlife Service, and County of Yolo and a separate agreement with the United States Fish and Wildlife Service and California Department of Fish and Wildlife to ensure that the conservation commitments of the Yolo HCP/NCCP are maintained if the site is enrolled in the reserve system.

Minute Order No. 25-15: Approved recommended action.

MOTION BY: Deos / SECONDED BY: Casavecchia

AYES: Casavecchia, Deos, Vixie Sandy, Frerichs.

NOES: None.

ABSENT: Moreno, Sulpizio Hull.

ABSTAIN: None.

9. Approve the conservation easement for the Lucky Land Site (APNs 033-210-012 and -013), adopt a resolution approving the purchase of a conservation easement on the Lucky Land property for \$1,130,000 with burrowing owl mitigation fee funds and Yolo HCP/NCCP mitigation fee funds for said purchase, and authorize the Executive Director to proceed with steps necessary to enroll the site in the Yolo HCP/NCCP reserve system.

Minute Order No. 25-16: Approved recommended action by **Resolution No. 25-02.**

MOTION BY: Vixie Sandy / SECONDED BY: Deos

AYES: Casavecchia, Deos, Vixie Sandy, Frerichs.

NOES: None.

ABSENT: Moreno, Sulpizio Hull.

ABSTAIN: None.

10. Approve the FY25/26 Yolo Habitat Conservancy Work Plan.

Minute Order No. 25-17: Approved recommended action.

MOTION BY: Deos / SECONDED BY: Casavecchia

AYES: Casavecchia, Deos, Vixie Sandy, Frerichs.

NOES: None.

ABSENT: Moreno, Sulpizio Hull.

ABSTAIN: None.

11. Executive Director's Report

- Staffing Update
- Recent public outreach:
 - May 22, 2025: Tuleyome Nature and You presentation about habitat conservation, enhancement, and restoration at Woodland Regional Park Preserve (webinar)
 - June 2, 2025: Sierra Club Yolano Group presentation about conservation and restoration efforts along Cache Creek (Mary L. Stephens -- Davis Branch Library)
- Recent grant proposal submittals:
 - National Fish and Wildlife Foundation Monarch Butterfly and Pollinators Conservation Fund
 - California Department of Fish and Wildlife Local Assistance Grant

Received Executive Director's Report.

ADJOURNMENT

Next meeting scheduled for: September 15, 2025

Yolo Habitat Conservancy

Meeting Date: 12/08/2025

Information

SUBJECT

Approve the 2026 Board meeting calendar

Attachments

Att. A. 2026 Calendar

Form Review

Form Started By: Brandy Hall
Final Approval Date: 12/05/2025

Started On: 12/05/2025 08:44 AM



Yolo Habitat Conservancy

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

To: Lucas Frerichs, Chair
Members of the Board

From: Chris Alford, Interim Executive Director

Re: Approve the 2026 Board Meeting Calendar

Date: December 8, 2025

REQUESTED ACTIONS:

1. Approve the 2026 Board Meeting Calendar

BACKGROUND:

For calendar year 2026, staff recommend the following schedule of meetings:

January 26th

March 16th

May 18th

July 20th

September 21st

November 16th

The proposed meeting schedule retains the historical third Monday of every other month Board meeting, except for the January meeting, which has been shifted to the fourth Monday of the month due to Martin Luther King Jr. Day being on the third Monday of January. Yolo Habitat Conservancy Board meetings are held from 5:30-7:00 pm in the Yolo County Board of Supervisors Chambers, located in Room 206 at 625 Court Street, Woodland, California.

Yolo Habitat Conservancy

Meeting Date: 12/08/2025

Information

SUBJECT

Approve the First Amendment to the Agreement with Urban Economics to extend the term of the Agreement through December 31, 2026 and increase the contract amount by \$5,000 for additional fee assessment support services

Attachments

Staff Report

Att. A. Amendment

Form Review

Form Started By: Brandy Hall

Final Approval Date: 12/05/2025

Started On: 12/05/2025 08:54 AM



Yolo Habitat Conservancy

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

To: Lucas Frerichs, Chair
Members of the Board

From: Chris Alford
Interim Executive Director

Re: Approve the First Amendment to the Agreement with Urban Economics to extend the term of the Agreement through December 31, 2026 and increase the contract amount by \$5,000 for additional fee assessment support services

Date: December 8, 2025

REQUESTED ACTIONS:

1. Approve the First Amendment to the Agreement with Urban Economics to extend the term of the Agreement through December 31, 2026 and increase the contract amount by \$5,000 for additional fee assessment support services (Attachment A)

BACKGROUND:

The Yolo Habitat Conservancy entered into an Agreement with Urban Economics on March 17, 2025, to prepare a five-year periodic assessment and adjustment of fees as required by Chapter 8 of the Yolo HCP/NCCP. This original Agreement expires December 31, 2025. The First Amendment to this Agreement would add \$5,000 to the Agreement amount, thereby increasing the total contract amount to a total of \$55,000, for Urban Economic to provide Conservancy staff with additional fee assessment support and would extend the term of the Agreement to December 31, 2026 to both provide these services and to complete the five-year periodic assessment as outlined in the original scope of work.

ATTACHMENTS:

Attachment A. First Amendment to Agreement with Urban Economics

AGREEMENT NO. _____

(Amendment #1 to Short-Form Agreement No. 25-06)

First Amendment to Agreement with Urban Economics

THIS FIRST AMENDMENT to the March 17, 2025 Agreement ("First Amendment") is made this 8th day of December 2025 by and between the Yolo Habitat Conservancy ("the Conservancy"), and Urban Economics ("Consultant"), who agree as follows:

AMENDMENT

1. The Agreement is hereby amended to extend the Agreement term through December 31, 2026. Accordingly, paragraph 2 of the Agreement is hereby amended to read as follows:

Consultant shall perform said services between March 17, 2025 and December 31, 2026. Either party may terminate this Agreement for any reason by providing thirty (30) days advance written notice of termination to the other party. In addition, the Conservancy may suspend work under this Agreement at any time by providing written notice to Consultant, who shall cease all work immediately upon receipt thereof until otherwise directed by the Conservancy.

2. CONTRACTOR shall perform the following ADDITIONAL professional services: Provide fee assessment support services as needed for fee updates.
3. The Agreement is hereby amended to increase total compensation to Consultant by \$5,000 for a total of \$55,000. Accordingly, paragraph 3 of the Agreement is hereby amended to read as follows:

Total compensation to Consultant shall not exceed the rates set forth in Attachment A, nor shall total compensation exceed \$55,000. Hourly rates shall not increase during the term of this Agreement.

4. Except as previously modified by this First Amendment, the terms and conditions of the Agreement remain in full force and effect.

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

YOLO HABITAT CONSERVANCY

URBAN ECONOMICS

By _____
Christine Alford, Interim Executive Director

By _____
Robert Spencer, Owner

Approved as to Form:

By  _____
Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy

Yolo Habitat Conservancy

Meeting Date: 12/08/2025

Information

SUBJECT

Approve the First Amendment to the Agreement with the Cache Creek Conservancy to extend the contract through June 30, 2026 and add \$83,000 for additional habitat enhancement and management services

Attachments

Staff Report

Att. A. CCC Agreement

Form Review

Form Started By: Brandy Hall

Final Approval Date: 12/05/2025

Started On: 12/05/2025 08:59 AM



Yolo Habitat Conservancy

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

To: Lucas Frerichs, Chair
Members of the Board

From: Chris Alford
Interim Executive Director

Re: Approve the First Amendment to the Agreement with the Cache Creek Conservancy to extend the term of the Agreement through December 31, 2027 and increase the contract amount by \$83,000 for additional habitat enhancement and management services

Date: December 8, 2025

REQUESTED ACTIONS:

1. Approve the First Amendment to the Agreement with the Cache Creek Conservancy to extend the term of the Agreement through December 31, 2027 and increase the contract amount by \$83,000 for additional habitat enhancement and management services (Attachment A)

BACKGROUND:

The Yolo Habitat Conservancy (YHC) entered into an Agreement with the Cache Creek Conservancy (CCC) on March 17, 2025, to conduct a northwestern pond turtle survey on and within the proximity of conservation lands enrolled in the Yolo HCP/NCCP reserve system along Cache Creek, identify and map native plant populations within the Cache Creek watershed that may be suitable sources of plant material for propagation for future restoration projects, and provide other monitoring and restoration assistance as directed in writing by YHC. In June 2026, YHC staff wrote a grant proposal requesting funding from the National Fish and Wildlife Foundation (NFWF) Monarch Butterfly and Pollinators Conservation Fund to conduct pollinator habitat enhancement, restoration, and education activities on existing and candidate Yolo HCP/NCCP reserve system sites. As part of this effort, YHC staff collaborated with CCC staff on the identification of sites and specific habitat enhancement and restoration needs within the Cache Creek corridor. YHC was awarded a 2-year, \$260,000, grant from NFWF with the CCC identified as a sub-grant recipient. The First Amendment to this Agreement would add \$83,000 to the Agreement amount thereby increasing the total contract amount to a total of \$102,000, would add a task to the scope of services to conduct activities specific to implementing the NFWF grant-funded project, and extend the term of the Agreement to December 31, 2027 to be consistent with the implementation period of the NFWF grant.

ATTACHMENTS:

Attachment A. First Amendment to Agreement with the Cache Creek Conservancy

AGREEMENT NO. _____
(Amendment #1 to Short-Form Agreement No. 25-05)

First Amendment to Agreement with Cache Creek Conservancy

THIS FIRST AMENDMENT to the March 17, 2025 Agreement ("First Amendment") is made this 8th day of December 2025 by and between the Yolo Habitat Conservancy ("the Conservancy"), and Cache Creek Conservancy ("Consultant"), who agree as follows:

AMENDMENT

1. The Agreement is hereby amended to extend the Agreement term through December 31, 2027. Accordingly, paragraph 2 of the Agreement is hereby amended to read as follows:

Consultant shall perform said services between March 19, 2025 and December 31, 2027. Either party may terminate this Agreement for any reason by providing thirty (30) days advance written notice of termination to the other party. In addition, the Conservancy may suspend work under this Agreement at any time by providing written notice to Consultant, who shall cease all work immediately upon receipt thereof until otherwise directed by the Conservancy.

2. CONTRACTOR shall perform the following ADDITIONAL professional services:

Task 3: Pollinator habitat enhancement (NFWF Sub-Grant).

No work shall begin on this task until the Conservancy has received the fully executed grant agreement from the National Fish and Wildlife Foundation and the Conservancy and Consultant have mutually agreed upon the specific sub-grant implementation tasks and timeline in writing.

3. The Agreement is hereby amended to increase total compensation to Consultant by \$83,000 for a total of \$102,000. Accordingly, paragraph 3 of the Agreement is hereby amended to read as follows:

Total compensation to Consultant shall not exceed the rates set forth in Attachment A, nor shall total compensation exceed \$102,000. Hourly rates shall not increase during the term of this Agreement.

4. Except as previously modified by this First Amendment, the terms and conditions of the Agreement remain in full force and effect.

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

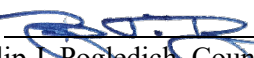
YOLO HABITAT CONSERVANCY

CACHE CREEK CONSERVANCY

By _____
Lucas Frerichs, Chair
Yolo Habitat Conservancy Board of Directors

By _____
Sheila Pratt, Executive Director

Approved as to Form:

By  _____
Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy

Yolo Habitat Conservancy

Meeting Date: 12/08/2025

Information

SUBJECT

Approve the First Amendment to the Agreement with Alford Environmental LLC to increase the contract amount by \$95,000 for additional Interim Executive Director and administrative support services

Attachments

Staff Report

Att. A. Amendment

Form Review

Form Started By: Brandy Hall

Final Approval Date: 12/05/2025

Started On: 12/05/2025 09:08 AM



Yolo Habitat Conservancy

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

To: Lucas Frerichs, Chair
Members of the Board

From: Phil Pogledich
Counsel to the Yolo Habitat Conservancy

Re: Approve the First Amendment to the Agreement with Alford Environmental LLC to increase the contract amount by \$95,000 for additional Interim Executive Director and administrative support services

Date: December 8, 2025

REQUESTED ACTIONS:

1. Approve the First Amendment to the Agreement with Alford Environmental, LLC to increase the contract amount by \$95,000 for additional Interim Executive Director and administrative support services (Attachment A)

BACKGROUND:

The Conservancy entered into an Agreement with Alford Environmental, LLC on May 19, 2025, to provide Yolo HCP/NCCP implementation and administrative support services during fiscal year 2025-2026. The scope of services in the Agreement include serving as the Interim Executive Director until an Executive Director is hired, with the expectation that the hiring of the Executive Director would occur within one to three months of the start of the 2025-2026 fiscal year.

On March 17, 2025, the Yolo Habitat Conservancy Board determined that it wished to continue to maintain a Memorandum of Understanding (MOU) with Yolo County (County) to provide administrative and other support services, including the provision of an Executive Director staff position. This decision was re-iterated by the Conservancy Board on May 19, 2025 with the approval of a Sixth Amendment to the MOU with the County to provide administrative services, including Executive Director services. This Sixth Amendment to the MOU was approved by the County Board of Supervisors on July 8, 2025. County staff have taken steps to re-classify an existing County staff position to fulfill the role of a full-time Yolo Habitat Conservancy Executive Director; however, this position is currently vacant. County staff have recently stated that they anticipate releasing a solicitation for applicants to fill the Executive Director position in January 2026. The proposed First Amendment (Attachment A) acknowledges that the Interim Executive Director services provided by

Alford Environmental, LLC have extended beyond what was identified in the Agreement and increases the contract amount accordingly.

ATTACHMENTS:

Attachment A. First Amendment to Agreement with Alford Environmental, LLC



AGREEMENT NO. _____

(Amendment #1 to Short-Form Agreement No. 25-08)

First Amendment to Agreement with Alford Environmental, LLC

THIS FIRST AMENDMENT to the March 17, 2025 Agreement ("First Amendment") is made this 8th day of December 2025 by and between the Yolo Habitat Conservancy ("the Conservancy"), and Alford Environmental, LLC ("Consultant"), who agree as follows:

AMENDMENT

1. The Agreement is hereby amended to increase total compensation to Consultant by \$95,000 for a total of \$255,000. The increased amount is to account for an additional six months that the Consultant has served as the Interim Executive Director that was not contemplated in the original Scope of Services described in Attachment A of the original Agreement. Accordingly, paragraph 3 of the Agreement is hereby amended to read as follows:

Total compensation to Consultant shall not exceed the rates set forth in Attachment A, nor shall total compensation exceed \$255,000. Hourly rates shall not increase during the term of this Agreement.

2. Except as previously modified by this First Amendment, the terms and conditions of the Agreement remain in full force and effect.

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

YOLO HABITAT CONSERVANCY

ALFORD ENVIRONMENTAL, LLC

By _____
Lucas Frerichs, Chair
Yolo Habitat Conservancy Board of Directors

By _____
Christine Alford, Owner

Approved as to Form:

By  _____
Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy

Yolo Habitat Conservancy

Meeting Date: 12/08/2025

Information

SUBJECT

Authorize the Interim Executive Director to execute a Memorandum of Understanding with Yolo County regarding conservation and restoration activities at the Haller Muller property

Attachments

Staff Report

Att. A MOU

Att. B. Location Map

Form Review

Form Started By: Brandy Hall

Final Approval Date: 12/05/2025

Started On: 12/05/2025 09:12 AM



Yolo Habitat Conservancy

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

To: Lucas Frerichs, Chair
Members of the Board

From: Chris Alford, Interim Executive Director

Re: Authorize the Interim Executive Director to execute a Memorandum of Understanding with Yolo County for conservation and restoration activities at the Haller Muller property

Date: December 8, 2025

REQUESTED ACTIONS:

1. Authorize the Interim Executive Director to execute a Memorandum of Understanding with Yolo County for conservation and restoration activities at the Haller Muller property (Attachment A)

BACKGROUND:

The Haller Muller property is owned by Yolo County (County) and located within the Cache Creek corridor (Attachment B). The Conservancy Board approved the inclusion of the Haller Muller property as a candidate Yolo HCP/NCCP conservation easement site on September 16, 2024. In addition to the site being identified as a candidate conservation easement site, the Conservancy's Science and Technical Advisory Committee has also identified the site as being suitable for habitat restoration. The attached Memorandum of Understanding (MOU) between the County and the Conservancy provides a framework under which the Conservancy will coordinate with the County to complete the establishment of a Yolo HCP/NCCP conservation easement and conduct habitat restoration and enhancement activities, including the planting and transplanting of elderberry shrubs as-needed to mitigate for potential impacts to valley elderberry longhorn beetle (VELB), on the property. The MOU also authorizes site access to Conservancy representatives and contractors as necessary to complete due diligence activities required by the HCP/NCCP. Conservancy staff recommend the Board approve the general form of the attached MOU and authorize the Conservancy's Interim Executive Director and Legal Counsel to review and approve minor edits that the County may provide. Any edits proposed by the County that increase the Conservancy's costs or liabilities will be brought back to the Conservancy Board for approval.

ATTACHMENTS:

Attachment A. Memorandum of Understanding

Attachment B. Haller Muller Property Location Map

Yolo County Agreement No. __-__

Yolo Habitat Conservancy Agreement No. __-__

**MEMORANDUM OF UNDERSTANDING REGARDING CONSERVATION AND
RESTORATION ACTIVITIES AT THE HALLER MULLER PROPERTY**

This Memorandum of Understanding (“MOU”) is dated for reference purposes only as of December 8, 2025 by and between the County of Yolo (“County”) and the Yolo Habitat Conservancy (“Conservancy”) (collectively, the “Parties”).

RECITALS

WHEREAS, on December 29, 1998, the County and Teichert Land Company recorded a habitat conservation easement (“Original Conservation Easement”, DOC-98-0038629-00) on 121 acres of land along Cache Creek and within the Cache Creek Area Plan (“CCAP”) boundaries, located within the 124.157-acre property currently identified as the Haller Muller site (the “Property”);

WHEREAS, on July 18, 2024, the Teichert Land Company transferred ownership of the Property to the County as documented in the Grant Deed recorded on July 18, 2024 (DOC-2024-0012427);

WHEREAS, on December 20, 2014, the Yolo County Board of Supervisors adopted a resolution (Resolution No. 14-126) supporting a conservation partnership with the Yolo Habitat Conservancy in connection with implementation of the Yolo Habitat Conservation Plan and Natural Community Conservation Plan (“Yolo HCP/NCCP”);

WHEREAS, the partnership envisioned in Resolution No. 14-126 included enrolling sites in the Yolo HCP/NCCP reserve system with the establishment of Yolo HCP/NCCP habitat conservation easements on between 250 and 660 acres of County-owned land within the area covered by Cache Creek Area Plan (“CCAP”), including associated management and related activities;

WHEREAS, the Yolo HCP/NCCP was subsequently approved and is now being implemented by the Yolo Habitat Conservancy; and

WHEREAS, the purpose of this MOU is to confirm the County and the Conservancy’s mutual interest in upgrading the Original Conservation Easement with a habitat conservation easement that meets the standards of the Yolo HCP/NCCP (“HCP/NCCP Conservation Easement”) and allowing the Conservancy to conduct habitat restoration activities on the Property, and to provide a revocable license for Conservancy staff and contractors to access the Property to conduct due diligence activities as required prior to finalizing and recording the HCP/NCCP Conservation Easement.

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. **Purpose.** The Conservancy desires to replace the Original Conservation Easement on the Property with a HCP/NCCP Conservation Easement and to obtain the right to use portions of the Property as habitat restoration areas and for the relocation of elderberry shrubs to be transplanted by third parties (“Transplanting”). The Transplanting is anticipated to include additional plantings of elderberry shrubs and native plants, along with all maintenance reasonably necessary to ensure the successful establishment of such plants. The County is amenable to providing, through a revocable license arrangement, all access to the Property that may reasonably be required for Conservancy representatives and third parties to access the property for the purposes of completing due diligence activities for the HCP/NCCP Conservation Easement and to identify areas suitable for future plantings of elderberry shrubs. The County is also amenable to working in collaboration with the Conservancy to provide for permanent conservation and management of the site through a habitat conservation easement.

As set forth in more detail below, the access rights and related rights set forth above are subject to the terms set forth herein, including but not limited to the indemnity, defense, and waiver of liability provisions. This MOU shall take effect on the date that it is fully executed by the Parties (the “Effective Date”).

2. **Permitted Use of Property.** The Conservancy and its authorized designees (subject to Section 3, below) may conduct reasonable and customary due diligence activities on the Property as deemed appropriate by the Conservancy, in its reasonable discretion, to establish the HCP/NCCP Conservation Easement as part of implementation of the Yolo HCP/NCCP. The Conservancy and its authorized designees, including but not limited to biologists and other contractors retained by the Conservancy or any participant (including special participating entities) in implementation of the Yolo HCP/NCCP, may also access and use portions of the Property to identify areas suitable for habitat restoration and Transplanting and to transport equipment, personnel, and materials necessary to implement the habitat restoration and Transplanting. This right of access for the purpose of due diligence activities necessary prior to finalization of the HCP/NCCP Conservation Easement and all activities associated with habitat restoration and Transplanting prior to recording of the HCP/NCCP Conservation Easement shall constitute a license subject to revocation at any time by the County Administrator or its authorized designee(s). The Conservancy’s rights under the license include the right to access and perform all work required to sustain the plants and any other restoration project components over time, including for purposes of invasive weed control, erosion reduction, and other reasonably related purposes. Conservancy shall not store equipment or materials on the Property or engage in any other use not expressly set forth herein without written approval of the County Administrator or its authorized designee.

The license shall be limited in scope as set forth in this Section 2 and shall exist until terminated by County or until the HCP/NCCP Conservation Easement is recorded on the Property. Once the HCP/NCCP Conservation Easement is recorded on the Property, the HCP/NCCP Conservation Easement shall include all necessary access rights and the associated site-specific management plan, together with the Conservation Easement, shall dictate the permitted uses and restrictions of the Property.

3. **Contractors and Subcontractors.** Third parties, including but not limited to one or more contractors and possibly subcontractors retained by the Conservancy or entities that receive take authorization through the Yolo HCP/NCCP, are expected to carry out the work described generally above. The Conservancy and/or County, as appropriate, will cooperate to provide such third parties access to the Property upon their receipt of an executed version of the attached certification evidencing their acknowledgement and consent to be bound by all of the terms and conditions of this MOU (**Attachment A**). Nothing in this MOU shall be interpreted to modify the rights and obligations of the Conservancy and such third parties under other agreements entered into for purposes of completing the work described herein.

4. **Release.** In consideration for allowing the Conservancy to use the Property as set forth in Section 2, above, the Conservancy releases from liability and waives any right to sue the County, its officers, employees, contractors, and agents (“Released Parties”) for any claim, demand, or action, including negligence, for any injury, illness, death, property damage, loss or expense, including attorneys’ fees, the Conservancy or any of its employees, agents, contractors (including all subcontractors), officers or volunteers may suffer or that may result from the Conservancy’s use of the Property, wherever or however such loss may occur.

5. **Assumption of Risk.** The County makes no representations or warranties as to the suitability or safety of the Property for the Conservancy’s intended use. The Conservancy understands the risks associated with its use and any activity incidental to the use, and that these risks may at times result in injury, illness, death or property damage. The Conservancy acknowledges that these risks include negligent emergency or medical care. Nonetheless, the Conservancy assumes all risks, whether known or unknown, of using the Property or any activity incidental to use of the Property.

6. **Indemnification.** The Conservancy agrees to indemnify, defend, assume all liability for and hold harmless the Released Parties from all actions, claims, losses, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons or property, which may be caused by the Conservancy’s activities arising out of or in connection with the Conservancy’s use of the Property, whether such activities or performance of those activities is by the Conservancy or anyone directly or indirectly employed or under contract with or volunteering for the Conservancy, and whether such damage or claim shall accrue or be discovered before or after the Conservancy’s use of the Property is complete. The Conservancy specifically, and not by way of limitation, agrees that it shall be responsible for the repair, maintenance and cleanup of any condition caused by its use of the Property.

7. **Property Conservation and Management.** Subsequent to the execution of this MOU, the County Administrator or their authorized designee(s) shall cooperate in good faith with the Conservancy Executive Director or their authorized designee(s) to allow for the completion of due diligence activities and to take all steps necessary to finalize and execute (upon subsequent approval of their respective governing boards, if necessary) a habitat conservation easement of perpetual duration on the Property. The County Administrator and Conservancy Executive Director are authorized to coordinate with County Counsel and Conservancy Counsel to make minor modifications as needed to the draft Conservation Easement (**Attachment B**) provided

such modifications are consistent with the purpose of this MOU, as set forth in Section 1, above, and take any further actions necessary to enroll the Property into the Yolo HCP/NCCP reserve system. The Conservancy shall bear all costs (excluding County staff time) associated with the preparation and recording of the habitat conservation easement and any related documents, such as a management plan.

At all times subsequent to execution of this MOU, the County shall avoid any activities that may impair or otherwise jeopardize the successful completion and maintenance over time of the restoration work described herein. The Parties recognize and agree that the Conservation Easement may confer additional access and/or other rights on the Conservancy and its officers, employees, contractors, and agents, and this MOU shall not be interpreted to limit or impair any such rights.

8. Liens. The Conservancy shall not permit to be placed against the Property, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors' liens with regard to the Conservancy's actions on the Property. The Conservancy agrees to hold the County harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

9. Compliance with Laws/Permits. The Conservancy shall, in all activities related to its use of the Property, comply and cause its agents, employees and volunteers to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, the Conservancy, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities related to the Conservancy's use of the Property.

10. Related Actions. The Parties agree to take all actions not described with particularly herein that may be reasonably necessary to effectuate the purpose of this MOU, as set forth in Section 1, above.

11. Miscellaneous. The release, assumption of risk, and indemnity provisions set forth in Sections 4-6, above, are intended to be as broad and inclusive as permitted by law and, if any provision of this MOU is held invalid, the balance shall continue in full legal force and effect. The invalid provision shall automatically be replaced by a substitute provision which is valid and as nearly as possible maintains the same purposes and intention of the invalid provision. This MOU shall be interpreted in accordance with the laws of the State of California.

(Signatures provided on the following page)

IN WITNESS WHEREOF, the Parties have executed this MOU as of the dates set forth below.

COUNTY OF YOLO

YOLO HABITAT CONSERVANCY

By: _____
Mike Webb
County Administrator

By: _____
Christine Alford
Interim Executive Director

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Eric May
Senior Deputy County Counsel

By:  _____
Philip J. Pogledich
Counsel to the Yolo Habitat Conservancy

ATTACHMENT A

**CONTRACTOR/SUBCONTRACTOR CERTIFICATION AND AGREEMENT TO BE
BOUND BY TERMS OF THE MEMORANDUM OF UNDERSTANDING**

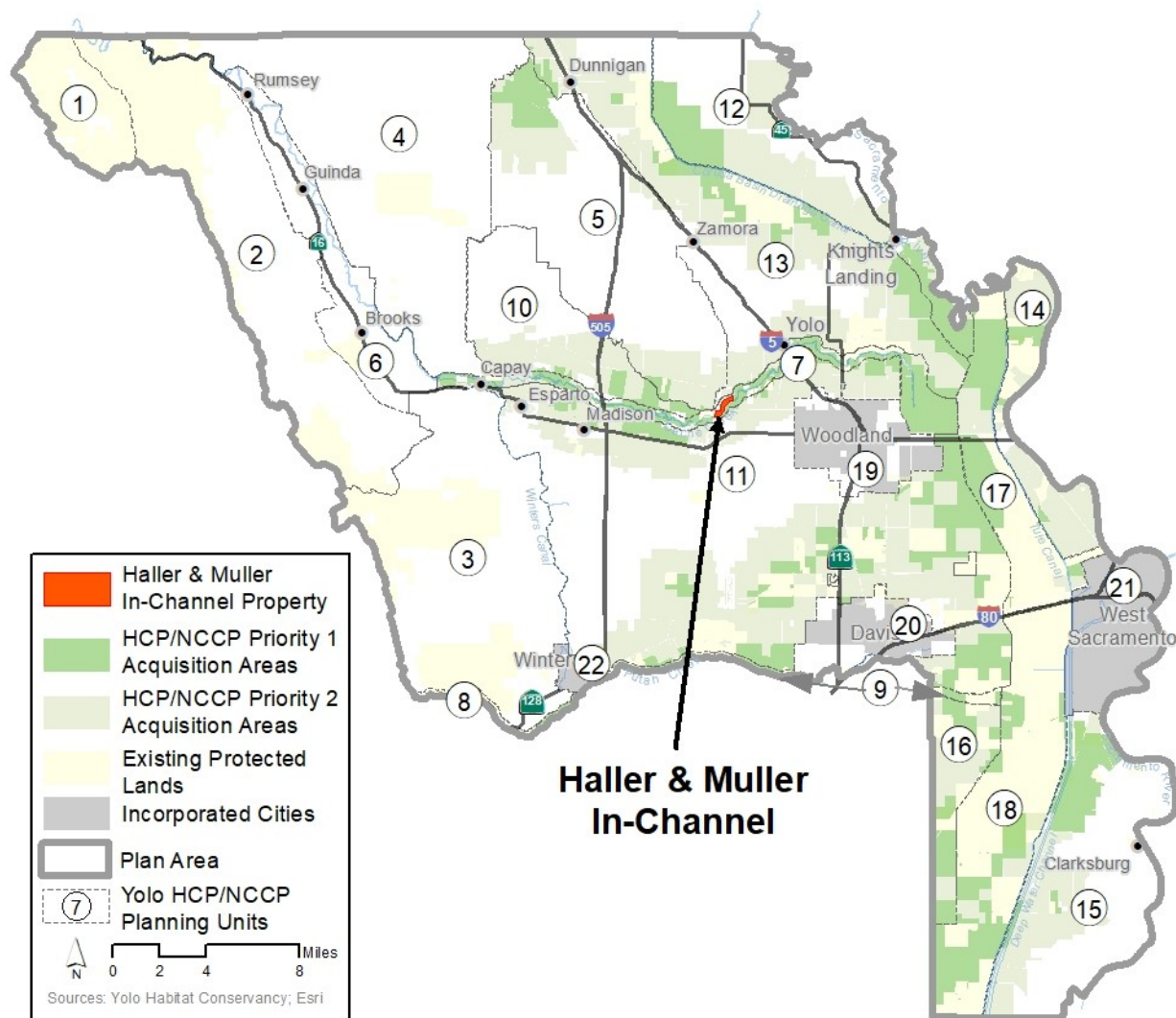
On behalf of _____ (“Sublicensee”), the undersigned represents
and warrants as follows:

1. They are legally authorized to bind Sublicensee to all of the terms and conditions of the MOU that are applicable to the Yolo Habitat Conservancy (“Conservancy”);
2. They have carefully read, understand, and accept all of the terms and conditions of the MOU, including but not limited to the release, assumption of risk, and indemnity provisions set forth in Sections 4-6 thereof; and
3. They will comply with all of the terms and conditions of the MOU in accessing the Haller Muller property and performing any work associated with due diligence or other activities that support the establishment and management of the proposed conservation easement or with the habitat restoration at the property pursuant to a separate contract with the Conservancy or other third parties, and will add the County as an additional named insured to all policies of insurance obtained pursuant to any Conservancy contract.

Dated: _____

Name: _____

Title: _____



Haller & Muller In-Channel Location Map

Yolo Habitat Conservancy

Meeting Date: 12/08/2025

Information

SUBJECT

Receive and file year-to-date fiscal update

Attachments

Staff Report

Att. A. 2025-26 Fiscal Update

Form Review

Form Started By: Brandy Hall

Final Approval Date: 12/05/2025

Started On: 12/05/2025 09:17 AM



Yolo Habitat Conservancy

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

To: Lucas Frerichs, Chair
Members of the Board

From: Chris Alford, Interim Executive Director

Re: Receive and file fiscal update

Date: December 8, 2025

REQUESTED ACTION:

1. Receive and file fiscal update

BACKGROUND:

As part of the Conservancy's regular financial updates to the Board, staff provides a fund-level financial report (Attachment A). This report includes year-to-date revenues and expenditures as of November 21, 2025 for the Mitigation Fee Fund (Fund 7230), Mitigation Trust Account Fund (Fund 7231), Grant Fund (Fund 7232), and Other Revenue Fund (Fund 7235) and year-to-date revenues and expenditures as of September 30, 2025 for the Pre-Permit Endowment Fund (Fund 7233) and Post-Permit Endowment Fund (7234). Funds associated with the Pre-Permit Endowment Fund and Post-Permit Endowment Fund are reported as of September 30, 2025 because they are primarily held by the Sacramento Region Community Foundation, which provides statements on a quarterly basis. All other fund accounts are held by the County Treasury and are reported as of the most recent date that Conservancy staff requested fund information from County Finance staff. A summary of the status of each fund is provided below.

Mitigation Fee Fund (Fund 7230)

This fund is the primary fund for revenues and expenditures associated with implementation of the Yolo HCP/NCCP. Both revenue and expenditures in the Mitigation Fee Fund are under budget year-to-date. Staff anticipate a significant increase in fee revenue as larger projects seek Yolo HCP/NCCP coverage by the end of the fiscal year. The approved FY25/26 budget assumes that the Conservancy would be primarily staffed by County staff. Since there were no County staff filling Conservancy staff roles in the first five months of the fiscal year, there are no County office expenses, IT expenses, or transportation and travel expenses to-date and professional services that include administrative services are significantly lower than budgeted. The largest anticipated expenditure budgeted for this fund is the purchase of a conservation easement, which is anticipated to close in December and will be reflected in the mid-year budget update.

Mitigation Trust Account Fund (Fund 7231)

This fund holds mitigation funds collected by the Conservancy that are not tied to the Yolo HCP/NCCP. Currently this fund holds pre-permit mitigation funds that are to be used specifically for the conservation of burrowing owl habitat and accrued interest. These funds are budgeted to be used entirely within FY25/26 for a portion of a conservation easement purchase that is anticipated to close in December.

Grant Fund (Fund 7232)

This fund is designated for grant funds. The Conservancy did not have any active grants or known grant awards at the beginning of FY25/26 so no funds are currently budgeted in this fund and none have been expended during the fiscal year to-date.

Pre-Permit Endowment Fund (Fund 7233)

This fund holds endowment funding for pre-permit easement sites that were established prior to the implementation of the Yolo HCP/NCCP. The approximately \$13,735 in revenue reported as of September 30, 2025 in the Pre-Permit Endowment Fund is entirely interest earned on endowment account investments. Approximately \$1,091 in expenditures reported as of September 30, 2025 are fees charged by the Sacramento Region Community Foundation for holding and investing the funds. The Conservancy anticipates reporting expenditures associated with annual easement compliance monitoring conducted by the Yolo Land Trust will be reported in the next fiscal update.

Post-Permit Endowment Fund (Fund 7234)

This fund holds the Yolo HCP/NCCP's post-endowment funding. The approximately \$11,503 in revenue reported includes approximately \$815 in HCP/NCCP fees that were collected and deposited into the Post-Permit Endowment Fund according to the currently approved HCP/NCCP fee fund allocation and approximately \$10,688 of interest earned. Approximately \$771 in expenditures reported as of September 30, 2025 are fees charged by the Sacramento Region Community Foundation for holding and investing the funds.

Other Revenue Fund (Fund 7235)

This fund holds Special Participating Entity Fee revenue and other funds collected by the Conservancy that do not fit into the criteria for the other fund categories. No expenditures from this fund were budgeted in the FY25/26 and none have occurred to-date. The approximately \$1,146 reported as income to this fund as of November 21, 2025 is interest earned.

ATTACHMENTS:

Attachment A. Yolo Habitat Conservancy FY25-26 Budget vs. Actuals Financial Report



Yolo Habitat Conservancy FY25-26 Budget vs. Actuals Through 11.21.25

Mitigation Fee Fund (Fund 7230)

Description	Approved FY25/26 Budget (5.19.25)	Actuals as of 11.21.25	% of Amount Budgeted for FY25/26
Beginning Fund Balance	\$2,836,379		
Unassigned Fund Balance	\$ 1,976,292		
Assigned Fund Balance	\$ 860,087		
Revenues	\$ 1,068,750	\$ 131,803	12%
Fees and Permits	\$ 1,068,750	\$ 103,945	10%
Interest	\$ -	\$ 27,858	N/A
Expenditures	\$ (2,702,550)	\$ (155,903)	6%
Insurance-public liability	\$ (1,100)	\$ (1,067)	97%
Office Expense	\$ (5,000)	\$ (50)	1%
Transportation and Travel	\$ (3,000)	\$ -	0%
IT Service - ERP	\$ (1,000)	\$ -	0%
IT SVCS - Dept System Maint	\$ (2,000)	\$ -	0%
Prof & Sec Svc - IT Services	\$ (2,500)	\$ -	0%
Prof & Sec Svc - auditing and accounting	\$ (19,200)	\$ -	0%
Prof & Sec Svc - Legal	\$ (20,000)	\$ -	0%
Prof & Sec Svc - Other	\$ (943,750)	\$ (154,786)	16%
Board Meeting Stipends	\$ (2,000)	\$ -	0%
Memberships	\$ (3,000)	\$ -	0%
Easements - Non Depreciable	\$ (1,500,000)	\$ -	0%
Contingency	\$ (200,000)	\$ -	0%
Net Fund Balance	\$ (1,633,800)	\$ (24,099)	1%
Use (Contribution) to Fund Balance			
Transfer to reserve	\$ (200,000)	\$ (100,000)	50%
End Fund Balance	\$1,202,579	\$2,812,280	234%
Unassigned Fund Balance	\$ 342,492	\$ 2,052,193	599%
Assigned Fund Balance	\$ 860,087	\$ 760,087	88%

Mitigation Trust Account Fund (Fund 7231)

Description	Approved FY25/26 Budget (5.19.25)	Actuals as of 11.21.25	% of Amount Budgeted for FY25/26
Beginning Fund Balance	\$ 158,700		
Revenues	\$ -	\$ 1,608	N/A
Interest	\$ -	\$ 1,608	N/A
Expenditures	\$ (158,700)	\$ -	0%
Prof & Spec Svc - Legal			
Prof & Spec Svc - Other			
Easements - Non Depreciable	\$ (158,700)	\$ -	0%
Other Fin Uses - Transfer Out			
Net Fund Balance	\$ (158,700)	\$ 1,608	0%
End Fund Balance	\$ -	\$ 160,308	N/A

Grant Fund (Fund 7232)

Description	Approved FY25/26 Budget (5.19.25)	Actuals as of 11.21.25	% of Amount Budgeted for FY25/26
Beginning Fund Balance	\$ -	\$ -	
Unassigned Fund Balance			
Assigned Fund Balance			
Revenues	\$ -	\$ -	N/A
Interest	\$ -	\$ -	N/A
Other revenue- State	\$ -	\$ -	N/A
Expenditures	\$ -	\$ -	N/A
Prof & spec svc-other	\$ -	\$ -	N/A
Net Fund Balance	\$ -	\$ -	N/A
End Fund Balance	\$ -	\$ -	N/A

Pre Permit Endowmnet Fund (Fund 7233)

Description	Approved FY25/26 Budget (5.19.25)	Actuals as of 9.30.25*	% of Amount Budgeted for FY25/26
Beginning Fund Balance	\$ 374,076		
Revenues	\$ -	\$ 13,735	N/A
Interest	\$ -	\$ 13,735	N/A
Expenditures	\$ (10,000)	\$ (1,091)	11%
Prof & spec svc-other	\$ (10,000)	\$ (1,091)	11%
Net Fund Balance	\$ (10,000)	\$ 12,644	-126%
End Fund Balance	\$ 364,076	\$ 386,720	106%

* The Sacramento Regional Community Foundation, which holds these funds, provides statements on a quarterly basis so amounts for this fund are shown for the most recent statement available.

Post Permit Endowmnet Fund (Fund 7234)

Description	Approved FY25/26 Budget (5.19.25)	Actuals as of 9.30.25*	% of Amount Budgeted for FY25/26
Beginning Fund Balance	\$ 394,925		
Revenues	\$ 29,250	\$ 11,503	39%
Fees and Permits	\$ 29,250	\$ 815	3%
Interest	\$ -	\$ 10,688	N/A
Expenditures	\$ (3,000)	\$ (771)	26%
Prof & spec svc-other	\$ (3,000)	\$ (771)	26%
Net Fund Balance	\$ 26,250	\$ 10,732	41%
End Fund Balance	\$ 421,175	\$ 405,657	96%

* The Sacramento Regional Community Foundation, which holds the majority of these funds, provides statements on a quarterly basis so amounts for this fund are shown for the most recent statement available.

Other Revenue Fund (Fund 7235)

Description	Approved FY25/26 Budget (5.19.25)	Actuals as of 11.21.25*	% of Amount Budgeted for FY25/26
Beginning Fund Balance	\$ 104,989		
Revenues	\$ -	\$ -	N/A
Fees and Permits	\$ -	\$ -	N/A
Interest	\$ -	\$ -	N/A
Expenditures	\$ -	\$ -	N/A
Prof & spec svc-other	\$ -	\$ -	N/A
Net Fund Balance	\$ -	\$ -	N/A
End Fund Balance	\$ 104,989	\$ 104,989	100%
All Funds End Fund Balance	\$ 2,092,819	\$ 3,869,954	185%

Yolo Habitat Conservancy

Meeting Date: 12/08/2025

Information

SUBJECT

Adopt the Yolo HCP/NCCP Elderberry Transplant Entity Approval Policy

Attachments

Staff Report

Att. A. Policy

Form Review

Form Started By: Brandy Hall
Final Approval Date: 12/05/2025

Started On: 12/05/2025 09:20 AM



Yolo Habitat Conservancy

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

To: Lucas Frerichs, Chair
Members of the Board

From: Chris Alford, Interim Executive Director

Re: Adopt the proposed Yolo HCP/NCCP Elderberry Transplant Entity Approval Policy

Date: December 8, 2025

REQUESTED ACTION:

1. Adopt the proposed Elderberry Transplant Entity Approval Policy

BACKGROUND:

Certain projects that have received Yolo County Habitat Conservation Plan/Natural Community Conservation Plan (Yolo HCP/NCCP) permit coverage and have mature elderberry (*Sambucus mexicana*) plants within their project footprint are required to transplant elderberry plants to a Yolo HCP/NCCP reserve system site. While the Yolo Habitat Conservancy is responsible for the management and monitoring of elderberry plants once they are planted at a reserve system site, the project proponent is responsible for securing the services of a contractor with previous experience relocating mature elderberry plants to transplant the plants from their project site to locations within the Yolo HCP/NCCP reserve system that are specified by the Yolo Habitat Conservancy.

In an effort to help ensure mitigation success and to be able to provide a list of experienced entities that can be utilized as a resource by project proponents, Conservancy staff recommend that the Board adopt the Yolo HCP/NCCP Elderberry Transplant Entity Approval Policy (Attachment A).

ATTACHMENTS:

Attachment A. Yolo HCP/NCCP Elderberry Transplant Entity Approval Policy



Yolo Habitat Conservancy

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

DRAFT Yolo HCP/NCCP Elderberry Transplant Entity Approval Policy

Provided to the Yolo Habitat Conservancy Board for Adoption: December 8, 2025

1. PURPOSE

Some development projects covered by the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (Yolo HCP/NCCP) require the transplanting of mature elderberry shrubs from the covered project site to a Yolo HCP/NCCP reserve system site. It is the responsibility of project proponents seeking coverage under the HCP/NCCP to secure the services of an entity qualified to transplant elderberry shrubs from their project site to a Yolo HCP/NCCP reserve system site. In an effort to both ensure the survival and overall health of mature elderberry shrubs that are transplanted as a result of projects covered by the Yolo HCP/NCCP and to provide project proponents with a list of contractors eligible to transplant mature elderberry shrubs, the Yolo Habitat Conservancy (Conservancy) is establishing a list of contractors that have demonstrated that they have the experience and qualifications to transplant elderberry shrubs. In order to be considered for inclusion on the list of qualified elderberry transplant entities, a contractor must submit a qualified elderberry transplant entity application to the Conservancy.

2. SCOPE

This policy applies to all public and private project proponents who have or seek to receive Yolo County Habitat Conservation Plan/Natural Community Conservation Plan (Yolo HCP/NCCP) permit coverage and have mature elderberry (*Sambucus mexicana*) plants within their project footprint and are required to transplant elderberry plants to a Yolo HCP/NCCP reserve system site.

3. POLICY

Project proponents that intend to have elderberry plants transplanted to a Yolo HCP/NCCP reserve system site are required to utilize the services of an individual or entity that has been approved by the Conservancy to transplant mature elderberry plants. To be considered for inclusion on the list of qualified elderberry transplant entities, an individual or entity must submit a qualified elderberry transplant entity application to the Conservancy that demonstrates that they have experience successfully transplanting large elderberry shrubs and/or other applicable qualifications. The Conservancy will evaluate the qualifications of applicants based on the information provided in the application and may also utilize input from references provided and information from other readily available sources. Applications will be accepted on a rolling basis, and the Conservancy reserves the right to utilize its sole discretion to approve, reject, or request additional information from any applicant. Application materials and the list of approved elderberry transplant entities will be made available on the Conservancy's website.

Yolo Habitat Conservancy

Meeting Date: 12/08/2025

Information

SUBJECT

Approve a resolution authorizing the acceptance of NCCP Local Assistance Grant funds in the amount of \$109,673 to increase burrowing owl habitat in Yolo County

Attachments

Staff Report

Att. A. Resolution

Form Review

Form Started By: Brandy Hall

Final Approval Date: 12/05/2025

Started On: 12/05/2025 09:27 AM



Yolo Habitat Conservancy

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

To: Lucas Frerichs, Chair
Members of the Board

From: Chris Alford, Interim Executive Director

Re: Approve a resolution authorizing the acceptance of NCCP Local Assistance Grant funds in the amount of \$109,673 to increase burrowing owl habitat in Yolo County

Date: December 8, 2025

REQUESTED ACTION:

1. Approve a resolution authorizing the acceptance of NCCP Local Assistance Grant funds in the amount of \$109,673 to increase burrowing owl habitat in Yolo County

BACKGROUND:

The California Department of Fish and Wildlife (CDFW) administers a grant program called the Natural Community Conservation Planning (NCCP) Local Assistance Grant (LAG) Program. CDFW awards grants under the LAG Program on a competitive basis to eligible applicants on an annual basis for high priority tasks needed to implement NCCPs. The Conservancy submitted a grant proposal in July 2025 to support the Conservancy's efforts to improve and increase habitat for burrowing owls in Yolo County. The proposed project includes the installation of 20 artificial burrows, at least 10 tunnel shelters, and restoration and enhancement of grassland prairie foraging habitat within the immediate vicinity of both natural and artificial burrow sites on 4 to 6 priority Yolo HCP/NCCP reserve sites in Yolo County. The Conservancy's proposal was selected to receive \$109,673 in LAG funds to implement the abovementioned project. Implementation of the project will help achieve Yolo HCP/NCCP Objective WBO1.5: *Implement management and enhancement practices to encourage burrowing owl occupancy on preserve lands*. Staff recommend that the Board approve a Resolution (Attachment A) to authorize the acceptance of grant funds and direct the Executive Director to execute a grant agreement with CDFW and take any necessary steps to implement activities related to the grant.

ATTACHMENTS:

Attachment A. Resolution to accept LAG funds for the Increasing Burrowing Owl Habitat in Yolo County Project

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE YOLO HABITAT
CONSERVANCY ACCEPTING GRANT FUNDING FROM THE NCCP LOCAL
ASSISTANCE GRANT PROGRAM FOR THE PROJECT: INCREASING BURROWING
OWL HABITAT IN YOLO COUNTY

WHEREAS, the Yolo Habitat Conservancy (the “Conservancy”) has prepared a Habitat Conservation Plan and Natural Communities Conservation Plan (“HCP/NCCP”) pursuant to state and federal law;

WHEREAS, certain Local Assistance Grant (“LAG”) funds are made available annually on a competitive basis by the California Department of Fish and Wildlife for Natural Community Conservation Planning Programs highest priority implementation tasks;

WHEREAS, the grants are awarded pursuant to guidelines established by the California Department of Fish and Wildlife for determination of project eligibility for funds;

WHEREAS, said procedures established by the California Department of Fish and Wildlife require the Grantee to certify by resolution the approval to apply for, and accept grant funds and provide authorization to enter into an agreement with the California Department of Fish and Wildlife to implement high priority activities related to the NCCP Program; and

WHEREAS, the Board of Directors of the Conservancy would like to provide the authority necessary to its Executive Director to accept LAG funds for improving habitat for burrowing owl in Yolo County (“Project”) and to take other related actions that may be reasonably necessary to assure the use the grant funds in a timely manner for the intended purposes.

NOW, THEREFORE, the Board of Directors of the Conservancy hereby resolves as follows:

1. The Board hereby accepts the grant funds described above for the above Project in the amount of \$109,673;
2. The Board hereby authorizes the Executive Director to sign the grant agreement subject to approval as to form by Conservancy Counsel; and
3. The Board hereby appoints the Executive Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to payment requests, grant reports, and so on, which may be necessary for the completion of the aforementioned Project.

(Signatures on the following page)

APPROVED AND ADOPTED the 8th day of December 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

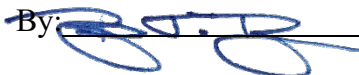
Lucas Frerichs, Board Chair

Attest:

Approved As To Form:

By: _____

Julie Dachtler
Clerk to the Yolo Habitat Conservancy

By:  _____

Philip J. Pogledich, County Counsel
Counsel to the Habitat JPA

Yolo Habitat Conservancy

Meeting Date: 12/08/2025

Information

SUBJECT

Approve a resolution authorizing the acceptance of National Fish and Wildlife Foundation grant funds in the amount of \$260,000 to increase habitat for monarchs, valley elderberry longhorn beetle, and Crotch's bumble bee

Attachments

Staff Report

Att. A. Resolution

Form Review

Form Started By: Brandy Hall

Final Approval Date: 12/05/2025

Started On: 12/05/2025 09:34 AM



Yolo Habitat Conservancy

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

To: Lucas Frerichs, Chair
Members of the Board

From: Chris Alford, Interim Executive Director

Re: Approve a resolution authorizing the acceptance of National Fish and Wildlife Foundation grant funds in the amount of \$260,000 to increase habitat for monarchs, valley elderberry longhorn beetle, and Crotch's bumble bee

Date: December 8, 2025

REQUESTED ACTION:

1. Approve a resolution authorizing the acceptance of National Fish and Wildlife Foundation grant funds in the amount of \$260,000 to increase habitat for monarchs, valley elderberry longhorn beetle, and Crotch's bumble bee

BACKGROUND:

The National Fish and Wildlife Foundation (NFWF) administers a grant program called the Monarch Butterfly and Pollinators Conservation Fund. NFWF offers these grants annually on a competitive basis for projects that enhance and restore habitat for monarch butterflies and other pollinators. The Yolo HCP/NCCP Plan Area is located within in an area that is considered a significant breeding area for monarch butterfly, is within the core habitat area for valley elderberry longhorn beetle (VELB) which is a Yolo HCP/NCCP covered species and is federally listed as threatened, and within the habitat range of Crotch's bumble bee which was recently designated as a candidate species for listing under the California Endangered Species Act.

The Conservancy submitted a proposal to NFWF to support the enhancement and restoration of riparian and grassland prairie habitat for butterflies, beetles, and bumble bees within existing and candidate Yolo HCP/NCCP reserve system sites. The project also includes the incorporation of pollinator habitat management practices into three HCP/NCCP reserve system site management plans, and outreach efforts to educate the public about habitat conservation and the importance of pollinators and their habitats. Implementation of the proposed project would help achieve Yolo HCP/NCCP Objective L-2.2: *Increase the abundance of native insect pollinators that support reproduction of native plant species*, and Objective VELB1.2: *Within the restored valley foothill riparian natural community, establish elderberry shrubs and associated riparian plant species, and prioritize lands adjacent to existing populations [of valley elderberry longhorn beetle] to provide for population expansion*. The Conservancy's proposal was selected to receive \$260,000 in grant funds to implement the abovementioned project. Staff recommend

that the Board approve a Resolution (Attachment A) to authorize the acceptance of grant funds and direct the Executive Director to execute a grant agreement with NFWF and take any necessary steps to implement activities related to the grant.

ATTACHMENTS:

Attachment A. Resolution to accept NFWF funds for the Pollinator Parkway for Butterflies, Beetles, and Bumble Bees Project



RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE YOLO HABITAT
CONSERVANCY ACCEPTING GRANT FUNDING FROM THE NATIONAL FISH AND
WILDLIFE FOUNDATION FOR THE POLLINATOR PARKWAY FOR BUTTERFLIES,
BEETLES, AND BUMBLE BEES PROJECT

WHEREAS, the National Fish and Wildlife Foundation (“NFWF”) administers the Monarch Butterfly and Pollinators Conservation Fund (“Pollinator Fund”) to protect, conserve and increase habitat for the monarch butterfly and other pollinators;

WHEREAS, certain Pollinator Fund funds are made available annually on a competitive basis by NFWF for projects that improve the availability of high-quality pollinator habitat;

WHEREAS, the Yolo Habitat Conservancy (“Conservancy”) has been awarded a grant to enhance and restore habitat within the Yolo HCP/NCCP Plan Area for monarch butterfly, valley elderberry longhorn beetle, and Crotch’s bumble bee; and

WHEREAS, the Board of Directors of the Conservancy would like to provide the authority necessary to its Executive Director to execute a grant agreement with NFWF and accept Pollinator Fund funds to implement the Pollinator Parkway for Butterflies, Beetles, and Bumble Bees Project (“Project”) and to take other related actions that may be reasonably necessary to assure the use the grant funds in a timely manner for the intended purposes.

NOW, THEREFORE, the Board of Directors of the Conservancy hereby resolves as follows:

1. The Board hereby accepts the grant funds described above for the above Project in the amount of \$260,000;
2. The Board hereby authorizes the Executive Director to sign the grant agreement subject to approval as to form by Conservancy Counsel; and
3. The Board hereby appoints the Executive Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to payment requests, grant reports, and so on, which may be necessary for the completion of the aforementioned Project.

(Signatures on the following page)

APPROVED AND ADOPTED the 8th day of December 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

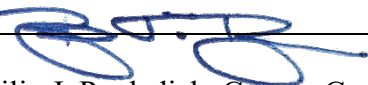
Lucas Frerichs, Board Chair

Attest:

Approved As To Form:

By: _____

Julie Dachtler
Clerk to the Yolo Habitat Conservancy

By:  _____

Philip J. Pogledich, County Counsel
Counsel to the Habitat JPA

Yolo Habitat Conservancy

Meeting Date: 12/08/2025

Information

SUBJECT

Approve a resolution to increase appropriations within the Grant Fund Budget by \$110,000 for Fiscal Year 2025-2026

Attachments

Staff Report

Att. A. Resolution

Form Review

Form Started By: Brandy Hall

Final Approval Date: 12/05/2025

Started On: 12/05/2025 09:39 AM



Yolo Habitat Conservancy

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

To: Lucas Frerichs, Chair
Members of the Board

From: Chris Alford, Interim Executive Director

Re: Approve a resolution to increase appropriations within the Grant Fund Budget by \$110,000 for Fiscal Year 2025-2026

Date: December 8, 2025

REQUESTED ACTION:

1. Approve a resolution to increase appropriations within the Grant Fund Budget by \$110,000 for Fiscal Year 2025-2026

BACKGROUND:

The Conservancy Board approved the Fiscal Year 2025-2026 Budget on May 19, 2025. At that time, the fund appropriation for the Grant Fund was approved at \$0 since the Conservancy did not have any active or awarded grants at the time. The Conservancy was subsequently awarded \$109,673 in grant funding from the California Department of Fish and Wildlife's Local Assistance Grant Program and \$260,000 in grant funding from the National Fish and Wildlife Foundation's Monarch Butterfly and Pollinators Conservation Fund to implement activities that support implementation of the Yolo Habitat Conservation Plan/Natural Community Conservation Plan Conservation Strategy. These grants will be effective for approximately two years. Funds for both of these grant programs are available on a reimbursement basis and will be available starting in early 2026. Staff recommend that the Board approve the Resolution (Attachment A) to authorize and direct the County's Chief Financial Officer to amend the Conservancy's Grant Fund budget for fiscal year 2025-2026 to allot an appropriation and revenue increase of \$110,000 such that the Conservancy can utilize a portion of the awarded grant funds during the second half of fiscal year 2025-2026.

ATTACHMENTS:

Attachment A. Resolution to increase appropriations within the Grant Fund Budget

Resolution No. _____

**Resolution of the Yolo Habitat Conservancy Board of Directors to Increase Appropriations
within the Grant Fund Budget by \$110,000 for Fiscal Year 2025-2026**

WHEREAS, the Board of Directors (“Board”) of the Yolo Habitat Conservancy (“YHC”) approved the Fiscal Year 2025-2026 Budget on May 19, 2025; and

WHEREAS, YHC was subsequently awarded \$109,673 in grant funding from the California Department of Fish and Wildlife’s Local Assistance Grant Program and \$260,000 in grant funding from the National Fish and Wildlife Foundation’s Monarch Butterfly and Pollinators Conservation Fund to implement activities that support implementation of the Yolo Habitat Conservation Plan/Natural Community Conservation Plan Conservation Strategy; and

WHEREAS, said funds were not included in the YHC Fiscal Year 2025-2026 Budget;
and

WHEREAS, it is anticipated that YHC will expend a portion of the awarded grant funds during the second half of fiscal year 2025-2026;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The foregoing recitals are true and correct.
2. The Chief Financial Officer or designee is authorized and directed to amend the Grant Fund budget for fiscal year 2025-2026 as follows:

Grant Fund (2931-7232)

Current Appropriations	\$ 0
Increase	<u>\$110,000</u>
Total Amended Appropriations	\$110,000

Current Revenue	\$ 0
Increase	<u>\$110,000</u>
Total Amended Revenue	\$110,000

PASSED AND ADOPTED by the Board of Directors of the Yolo Habitat Conservancy on December 8, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

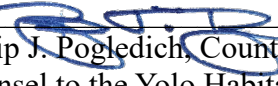
Signatures on following page

Lucas Frerichs, Chair
Yolo Habitat Conservancy

Attest:
Julie Dachtler, Clerk of the Board

By: _____
Julie Dachtler (Seal)

Approved as to Form:

By:  _____
Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy