

YOLO HABITAT CONSERVANCY

AGENDA

May 19, 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.

Chris Alford
Interim Executive Director

Philip J. Pogledich
County Counsel

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 March 17, 2025, meeting minutes.
7. Approve contract amendment with Maze and Associates to include the FY24/25 financial audit and approve new contracts with Cache Creek Conservancy, Estep Environmental Consulting, and Yolo County Resource Conservation District to provide services through June 30, 2026
8. Approve contract agreement with Alford Environmental, LLC in the amount of \$160,000 to provide Interim Executive Director services, staff training, and other support services necessary to implement the Yolo HCP/NCCP between July 1, 2025 through June 30, 2026

REGULAR AGENDA

9. Receive proposed updated staffing approach and approve the Memorandum of Understanding with Yolo County for Administrative Services to update the staffing allocations and extend the term of the agreement through June 30, 2026
10. Approve the fiscal year 2025/26 budget and budget resolution for the Mitigation Fee Fund, Grant Fund, Other Revenue Fund, Mitigation Trust Account, Pre-Permit Endowment Fund, and Post-Permit Endowment Fund
11. Executive Director's Report

CLOSED SESSION

12. Conference with Real Property Negotiator
Government Code § 54956.8
Agency Negotiator(s): Chris Alford
Other party: Lila Land, Inc
Assessor Parcel Nos: 033-210-12-1. 033-210-13-1
Under Negotiation: Price and terms of payment

ADJOURNMENT

Next meeting scheduled for: July 21, 2025.

I declare under penalty of perjury that the foregoing agenda was posted May 16, 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: _____
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: 05/19/2025

Information

SUBJECT
Approve March 17, 2025, meeting minutes.

Attachments

Att. A. Minutes

Form Review

Form Started By: Brandy Hall
Final Approval Date: 04/30/2025

Started On: 04/30/2025 10:22 AM

YOLO HABITAT CONSERVANCY

March 17, 2025

MINUTES

The Yolo Habitat Conservancy Board met on the 17th day of March, 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. [Here](#) is a link to the video.

Present: Mary Vixie Sandy
Linda Deos
Lucas Frerichs
David Moreno
Mabel Salon

Absent: Richard Casavecchia
Verna Sulpizio Hull

Staff Present: Chris Alford, Interim Executive Director
Phil Pogledich, County Counsel
Charlie Tschudin, Natural Resources Planner
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. 25-06: Approved agenda as submitted.

MOTION BY: Vixie Sandy / SECONDED BY: Deos
AYES: Deos, Frerichs, Moreno, Vixie Sandy.
ABSENT: Casavecchia, Sulpizio Hull.
ABSTAIN: None.
NOES: 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. 25-07: Approved Consent Agenda Item 6

MOTION BY: Deos / SECONDED BY: Moreno
AYES: Deos, Frerichs, Moreno, Vixie Sandy.
ABSENT: Casavecchia, Sulpizio Hull.
ABSTAIN: None.
NOES: None.

6. Approve January 27, 2025, meeting minutes

Approved the January 27, 2025, meeting minutes on Consent.

REGULAR AGENDA

7. Authorize Interim Executive Director to execute an agreement with Urban Economics in an amount not to exceed \$50,000 to conduct the required five-year periodic financial assessment

Minute Order No. 25-08: Approved recommended action by **Agreement No. 20-03.**

MOTION BY: Vixie Sandy / SECONDED BY: Deos
AYES: Deos, Frerichs, Moreno, Vixie Sandy.
ABSENT: Casavecchia, Sulpizio Hull.
ABSTAIN: None.
NOES: None.

8. Receive and file the 2025 Yolo HCP/NCCP Development Fees Automatic Inflation Adjustment Memorandum

Received and filed the 2025 Yolo HCP/NCCP Development Fees Automatic Inflation Adjustment Memorandum.

9. Receive and file the Yolo Habitat Conservancy FY24/25 Mid-Year Budget Update

Received and filed the Yolo Habitat Conservancy FY24/25 Mid-Year Budget Update.

10. Executive Director's Report

Received Executive Director's Report.

CLOSED SESSION

11. Conference with Real Property Negotiator
Government Code § 54956.8
Agency Negotiator(s): Chris Alford
Other party: California Department of Water Resources
Assessor Parcel Nos: 042-330-001, 042-330-002, 042-330-006

ADJOURNMENT

Next meeting scheduled for: May 19, 2025

Yolo Habitat Conservancy
Meeting Date: 05/19/2025

Information

SUBJECT

Approve contract amendment with Maze and Associates to include the FY24/25 financial audit and approve new contracts with Cache Creek Conservancy, Estep Environmental Consulting, and Yolo County Resource Conservation District to provide services through June 30, 2026

Attachments

Staff Report
Att. A. Maza and Associates Amendment
Att. B. CCC Agreement
Att. C. Estep Env Consulting Agreement
Att. D. RCD Agreement

Form Review

Form Started By: Brandy Hall
Final Approval Date: 04/30/2025

Started On: 04/30/2025 10:35 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 contract amendment with Maze and Associates to include the FY24/25 financial audit and approve new contracts with Cache Creek Conservancy, Estep Environmental Consulting, and Yolo County Resource Conservation District to provide services through June 30, 2026

Date: May 19, 2025

REQUESTED ACTIONS:

1. Approve the contract amendment with Maze and Associates (Attachment A)
2. Approve new contract with the Cache Creek Conservancy (Attachment B)
3. Approve new contract with Estep Environmental Consulting (Attachment C)
4. Approve new contract with Yolo Resource Conservation District (Attachments D)

BACKGROUND:

The attached agreements support implementation of the Yolo HCP/NCCP and are consistent with the proposed FY25-26 budget. The maximum contract amounts and general task descriptions are provided below for each contract.

Maze and Associates: The proposed contract amendment would increase the total agreement amount by \$17,580, resulting in a total Agreement amount of \$57,580, and exercise the Conservancy's option to have Maze and Associates provide auditing services for the fiscal year ending in June 30, 2024 as described in Attachment A of the original Agreement.

Cache Creek Conservancy: The proposed contract is for \$19,000 from July 1, 2025 through June 30, 2026. Tasks associated with this agreement include conducting a northwestern pond turtle baseline survey for portions of the Cache Creek corridor where existing and candidate Yolo HCP/NCCP reserve system sites are located and assistance with habitat monitoring and restoration activities on reserve system lands within the Cache Creek corridor.

Estep Environmental Consulting: The proposed contract is for \$50,000 from July 1, 2025 through June 30, 2026. Tasks associated with this agreement include completion of the 2025 Swainson's hawk nest survey, review of HCP/NCCP permit coverage applications, reserve system site review and acquisition assistance, elderberry transplantation and riparian restoration assistance, and general habitat and covered species surveys and advisory services as needed.

Yolo County Resource Conservation District: The proposed new contract is for \$190,000 from July 1, 2025 through June 30, 2026. Tasks associated with this agreement include reserve system compliance monitoring, invasive species monitoring, habitat enhancement and restoration, and other activities as deemed necessary to implement the conservation strategy components of the Yolo HCP/NCCP.

ATTACHMENTS:

Attachment A. Maze and Associates Amendment

Attachment B. Cache Creek Conservancy Contract

Attachment C. Estep Environmental Consulting Contract

Attachment D. Yolo County Resource Conservation District Contract



AGREEMENT NO. 25-

First Amendment to Agreement with Maze and Associates for Audit Services

THIS FIRST AMENDMENT to the January 30, 2024 Agreement with Maze and Associates is entered into as of the 19th day of May 2025 by and between the Yolo Habitat Conservancy ("the Conservancy"), and Maze and Associates ("Consultant"), who agree as follows:

AMENDMENT

1. Section 1 of the Agreement is hereby revised to include the following language:

Consultant shall perform the following ADDITIONAL professional auditing services:
Provide auditing services for the fiscal year ending June 30, 2024.
2. Section 3 of the Agreement is revised to increase total compensation to Consultant by \$17,580, as follows:

Total compensation to Consultant shall not exceed the rates set forth in Attachment A, nor shall total compensation exceed \$57,580.00 unless the option year is exercised as set forth in Section 1, above, in which event total compensation shall be increased by the amount set forth for that year in Attachment A. Hourly rates shall not increase during the term of this Agreement. Compensation during the option year shall not exceed the amount set forth in Attachment A.
3. Except as modified by this First Amendment, the terms and conditions of the January 30, 2024 Agreement shall remain in full force and effect.

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

CONSULTANT

By _____
David M. Alvey, CPA
Maze and Associates

YOLO HABITAT CONSERVANCY

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

Approved as to Form:

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

AGREEMENT NO. _____
(Short-Form Agreement)

THIS AGREEMENT is made this 19th day of May 2025, by and between the Yolo Habitat Conservancy (referred to hereinafter as the “Conservancy”), and Cache Creek Conservancy (“Consultant”), who agree as follows:

AGREEMENT

1. Consultant shall perform the services described in **Attachment A** hereto.
2. Consultant shall perform said services between May 19, 2025 and December 31, 2025. 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.
3. Total compensation to Consultant shall not exceed the rates set forth in **Attachment A**, nor shall total compensation exceed \$19,000. Hourly rates shall not increase during the term of this Agreement.
4. During the term of this Agreement, Consultant shall maintain the insurance described in **Attachment B** hereto at its sole cost and expense.
5. On a monthly basis, Consultant shall submit an invoice detailing the services provided, the amount of time spent providing the service, the rate per hour, and an itemization of the actual expenses for which reimbursement is requested. If requested by the Conservancy, Consultant shall provide any further documentation to verify the compensation and reimbursement sought by Consultant. All services provided by Consultant which may be eligible for grant reimbursement shall be invoiced in a manner (generally, by grant and task) that meets applicable requirements for reimbursement from available grant funds. At the option of the Conservancy, this may include using a billing template for time entries. Within fifteen (15) calendar days of the receipt of Consultant’s detailed invoice, the Conservancy shall either authorize payment for services performed to its reasonable satisfaction or advise Consultant in writing of any concerns that the Conservancy has with the invoice and any need for further documentation. The Conservancy shall use reasonable efforts to ensure that the County Auditor-Controller processes payment of each invoice with forty-five (45) calendar days after the Conservancy approves payment.

There shall be no penalty for late payments.

6. With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, Consultant shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the Consultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Consultant’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. In providing any defense under this section, Consultant shall use counsel reasonably acceptable to the County Counsel.
7. Consultant shall comply with all applicable laws and regulations, including but not limited to any that are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Consultant shall defend the Conservancy and reimburse it for any fines, damages or costs (including attorneys’ fees) that might be incurred or assessed based upon a claim or determination that Consultant has violated any applicable law or regulation.

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

9. If Consultant fails to perform any part of this Agreement, the Conservancy may notify the Consultant of the default and Consultant shall remedy the default. If Consultant fails to do so, then, in addition to any other remedy that Conservancy may have, Conservancy may terminate this Agreement and withhold any or all payments otherwise owed to Consultant pursuant to this Agreement.

10. Consultant understands that he/she is not an employee of the Conservancy and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

11. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the Conservancy. Consultant shall deliver all of the foregoing to the Conservancy upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, Consultant shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to the Conservancy for audit and discovery purposes.

12. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act. In the event of any conflict between the provisions of this Agreement and either of the attachments hereto, the provision requiring the higher level of performance from Consultant shall govern.

13. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State Court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

Consultant

Sheila Pratt, Executive Director
Cache Creek Conservancy

Street Address/PO Box

City/State/Zip

Phone

Conservancy

Christine Alford, Interim Executive Director
Yolo Habitat Conservancy



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

ATTACHMENT A

SCOPE OF SERVICES

Cache Creek Conservancy
FY2025/2026

Contract Services – Cache Creek Conservancy (CCC) will perform the services as outlined in this Scope of Work for the Yolo Habitat Conservancy (YHC) under the direction of the YHC Executive Director.

Services

Task 1: Northwestern Pond Turtle Survey (Yolo HCP/NCCP: MMRE 273053)

The Cache Creek Conservancy will conduct NWPT surveys in May and June, when pond turtles have not left the water to aestivate or overwinter in the uplands and when creek flows are low enough that the Cache Creek channel can be safely traversed on foot. The primary objective of the survey is to determine if and where northwestern pond turtles occur on and within the proximity of conservation lands enrolled in the Yolo HCP/NCCP reserve system along Cache Creek. The secondary objective of the survey is to identify non-native species or other conditions (e.g., lack of suitable basking habitat, vegetation density, etc.) that may currently limit or otherwise impair northwestern pond turtle habitat suitability or population success.

The survey will follow the visual survey guidelines outlined in the *USGS Western Pond Turtle Visual Survey Protocol for the Southcoast Ecoregion* (2006). Survey areas will include 2 distinct survey types: Cache Creek channel and individual ponds and wetlands. The survey for the Cache Creek channel will be conducted as a linear survey within the portions of the active channel that are in the Hoppin and Dunnigan Hills reaches (RM 19 to RM 13) with survey segments every 250m starting from the downstream end of the Hoppin Reach (RM 13) and moving upstream. Pond and Wetland locations include the Rodgers Pit, Teichert Woodland Muller, Cache Creek Nature Preserve and Hawk Creek Ranch property.

The following information will be collected during the baseline habitat conditions survey and verified during species-specific baseline surveys using this protocol.

- Stream reaches, ponds, wetlands, or reservoirs occupied and unoccupied by western pond turtle adults with the potential to support populations.
- Size class, species, and behavior record of any turtles observed during survey activities.
- Presence of other factors (threats) seemingly affecting breeding success at a given location (e.g., adjacent land use).
- Observations on size structure of the population to ensure young turtles are present and successful reproduction is occurring.
- Basking sites that could be monitored repeatedly.
- Adjacent upland overwintering habitat.
- Adjacent upland nesting habitat, particularly in areas where nesting has been documented in the past.

Task 1 Deliverables:

- Survey report that includes a description of survey activities and methods, additional findings, and recommendations as well as any relevant maps, tables or photographs.
- ArcGIS shapefiles containing spatial data of all spatially recorded survey data

Task 2: Additional Monitoring and Restoration Assistance (Yolo HCP/NCCP: MMRE 273053)

Assist YHC in its efforts to monitor species within the Yolo HCP/NCCP Plan Area and conduct habitat enhancement and restoration on Yolo HCP/NCCP reserve system sites. Specific activities associated with this task may include, but are not limited to, conducting additional northwestern pond turtle surveys, identification and mapping of native plant populations within the Cache Creek watershed that are presumed to be naturally occurring and may be a suitable source of plant material for propagation for future restoration projects, and assisting with habitat restoration and enhancement efforts on Yolo HCP/NCCP reserve system sites. Specific activities to be conducted under this task will be identified in writing and mutually agreed upon by the YHC Executive Director and CCC staff.

Task 2 Deliverables:

- Monitoring data and reports for any monitoring activities conducted
- Input on habitat restoration plans
- Other documents or work products as described and mutually agreed upon in writing

Budget

The total budget for each task is provided in Table 1, below. Expenditures for individual tasks cannot exceed the amounts described below unless approved in writing by the Yolo Habitat Conservancy's Executive Director. Total expenditures shall not exceed the total Agreement amount.

Table 1: Allocation of contract budget by task

Task	Budget
Task 1: Northwestern Pond Turtle Survey	\$ 9,000
Task 2: Additional Monitoring and Restoration Assistance	\$ 10,000
TOTAL	\$19,000

Hours and Rates

Services provided by Cache Creek Conservancy staff will be reimbursed based on hourly rates listed below. Other expenses incurred by the Cache Creek Conservancy while performing the services described above shall be reimbursed based on actual expenses incurred. Mileage for travel shall be reimbursed at the current U.S. Federal rate.

Table 2: Billable rates

Staff Position/Equipment Use	Hourly Rate
Riparian Biologist	\$81.18
Habitat Restoration Specialist	\$79.33
Executive Assistant	\$77.09
Operations Manager	\$80.98
GIS equipment	\$15.00

ATTACHMENT B

STANDARD INSURANCE REQUIREMENTS

A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate.
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate.
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease.

The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Yolo Habitat Conservancy before the Yolo Habitat Conservancy's own insurance or self insurance shall be called upon to protect it as a named insured.

2. The Yolo Habitat Conservancy, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Further, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. The additional insured coverage under the Consultant's policy shall be primary and non-contributory, and will not seek contribution from the Yolo Habitat Conservancy's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the Yolo Habitat Conservancy Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Consultant changes insurance carriers Consultant shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Consultant changes to a new carrier prior to receipt of any payments due.

4. The Consultant shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the Yolo Habitat Conservancy's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the Yolo Habitat Conservancy Risk Manager, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the Yolo Habitat Conservancy.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the Yolo Habitat Conservancy Risk Manager.

8. The policies shall cover all activities of Consultant, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. The Consultant shall waive all rights of subrogation against the Yolo Habitat Conservancy, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the Yolo Habitat Conservancy with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the Yolo Habitat Conservancy Risk Manager before work commences. Upon Yolo Habitat Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Consultant shall furnish the Yolo Habitat Conservancy with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon Yolo Habitat Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

AGREEMENT NO. _____
(Short-Form Agreement)

THIS AGREEMENT is made this 19th day of May 2025, by and between the Yolo Habitat Conservancy (referred to hereinafter as the "Conservancy"), and Estep Environmental Consulting ("Consultant"), who agree as follows:

AGREEMENT

1. Consultant shall perform the services described in **Attachment A** hereto.
2. Consultant shall perform said services between July 1, 2025 and June 30, 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.
3. Total compensation to Consultant shall not exceed the rates set forth in **Attachment A**, nor shall total compensation exceed \$50,000. Hourly rates shall not increase during the term of this Agreement.
4. During the term of this Agreement, Consultant shall maintain the insurance described in **Attachment B** hereto at its sole cost and expense.
5. On a monthly basis, Consultant shall submit an invoice detailing the services provided, the amount of time spent providing the service, the rate per hour, and an itemization of the actual expenses for which reimbursement is requested. If requested by the Conservancy, Consultant shall provide any further documentation to verify the compensation and reimbursement sought by Consultant. All services provided by Consultant which may be eligible for grant reimbursement shall be invoiced in a manner (generally, by grant and task) that meets applicable requirements for reimbursement from available grant funds. At the option of the Conservancy, this may include using a billing template for time entries. Within fifteen (15) calendar days of the receipt of Consultant's detailed invoice, the Conservancy shall either authorize payment for services performed to its reasonable satisfaction or advise Consultant in writing of any concerns that the Conservancy has with the invoice and any need for further documentation. The Conservancy shall use reasonable efforts to ensure that the County Auditor-Controller processes payment of each invoice with forty-five (45) calendar days after the Conservancy approves payment.

There shall be no penalty for late payments.

6. With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, Consultant shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the Consultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. In providing any defense under this section, Consultant shall use counsel reasonably acceptable to the County Counsel.
7. Consultant shall comply with all applicable laws and regulations, including but not limited to any that are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Consultant shall defend the Conservancy and reimburse it for any fines, damages or costs (including attorneys' fees) that might be incurred or assessed based upon a claim or determination that Consultant has violated any applicable law or regulation.

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

9. If Consultant fails to perform any part of this Agreement, the Conservancy may notify the Consultant of the default and Consultant shall remedy the default. If Consultant fails to do so, then, in addition to any other remedy that Conservancy may have, Conservancy may terminate this Agreement and withhold any or all payments otherwise owed to Consultant pursuant to this Agreement.

10. Consultant understands that he/she is not an employee of the Conservancy and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

11. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the Conservancy. Consultant shall deliver all of the foregoing to the Conservancy upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, Consultant shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to the Conservancy for audit and discovery purposes.

12. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act. In the event of any conflict between the provisions of this Agreement and either of the attachments hereto, the provision requiring the higher level of performance from Consultant shall govern.

13. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State Court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

Consultant

James A. Estep, Owner
Estep Environmental Consulting


Street Address/PO Box

City/State/Zip

Phone

Conservancy

Lucas Frerichs, Chair
Yolo Habitat Conservancy Board of Directors



Philip I. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy

ATTACHMENT A

SCOPE OF SERVICES

Estep Environmental Consulting
FY2025/2026

Contract Services – Estep Environmental Consulting (Estep) will perform the services as outlined in this Scope of Work for the Yolo Habitat Conservancy (Conservancy) under the direction of the Executive Director; and provide other assistance/tasks related to the implementation of the Yolo HCP/NCCP as identified by the Executive Director and mutually agreed upon in writing.

Services

Task 1: Permitting and Administrative Support (Yolo HCP/NCCP: Admin, 273051)

Participate as a member of the permitting team. This includes participation on permitting team coordination calls, providing review and input for draft and final applications submitted for development projects seeking Yolo HCP/NCCP permit coverage, providing response recommendations to member agency and developer permit questions, and reviewing qualified biologist applications. Estep may also provide input on Yolo HCP/NCCP policies and Yolo HCP/NCCP supporting documents at the request of the Executive Director.

Task 1 Deliverables:

- Verbal and written responses provided for Yolo HCP/NCCP permit coverage applications and associated questions received by member agency staff and developers
- Written documents and edits to existing documents as requested in writing
- Comments and recommendations in response to qualified biologist certification requests

Task 2: Nesting Population Survey (Yolo HCP/NCCP: Monitoring/Management/Restoration 273053)

Complete a nesting population survey of Swainson's hawk and white-tailed kite nests within the Yolo HCP/NCCP Plan Area during the 2025 nesting season to document abundance and distribution of the species per Section 6.5.6.3.6 of the Yolo HCP/NCCP and consistent with the detailed scope of work provided to the Conservancy on November 19, 2024.

Task 2 Deliverables:

- Digital copy of a comprehensive report that describes the results of the survey and includes a description of the study area, describes survey and analytical methods, assesses habitat conditions for the Swainson's Hawk, identifies key habitat and population areas, provides descriptions of each nest site, and provides relevant information regarding nesting distribution, activity, and reproduction.
- Digital copy of gps records identifying the locations of observations by species

Task 3: Monitoring and Restoration (Yolo HCP/NCCP: Monitoring/Management/Restoration 273053)

Provide review and input on the suitability and selection of potential restoration sites and associated restoration plans per Section 6.4.2 of the Yolo HCP/NCCP. Coordinate with Conservancy representatives and project partners and conduct surveying and project monitoring as directed by the Executive Director.

Task 3 Deliverables:

- Written comments on restoration design plans and management plans for VELB mitigation and riparian restoration sites
- Monitoring reports and gps data for surveying and monitoring efforts requested by the Executive Director

Task 4: Reserve System (Yolo HCP/NCCP: Reserve System Establishment, 273054)

Provide wildlife habitat and species biological expertise in efforts that support Yolo HCP/NCCP reserve system establishment and management. This includes participation in Science and Technical Advisory Committee (STAC) meetings and site visits as the chair of the STAC, as well as providing review and input on reserve system management plans, management and monitoring activities, and grant applications that support implementation of the Yolo HCP/NCCP conservation strategy.

Task 4 Deliverables:

- Site evaluation STAC reports and initial site evaluation input for candidate reserve system sites as chair of the STAC
- Baseline reports for candidate reserve system sites
- Edits and input on site-specific management plans and other reserve system site documents

Hours and Rates

Services provided will be reimbursed at an hourly rate of \$150 per hour, except for STAC site visits and STAC meetings, which will be reimbursed at a rate of \$150 per site visit or meeting. Other expenses incurred

by Estep Environmental Consulting while performing the services described above shall be reimbursed based on actual expenses incurred. Mileage for travel shall be reimbursed at the current U.S. Federal rate.

Table 1: Allocation of contract budget by task

Task	Budget
Task 1: Permitting and Admin Support	\$ 5,000
Task 2: Nesting Population Survey	\$25,000
Task 3: Monitoring and Restoration	\$10,000
Task 4: Reserve System	\$10,000
TOTAL	\$50,000

ATTACHMENT B

STANDARD INSURANCE REQUIREMENTS

A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate.
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate.
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease.

The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Yolo Habitat Conservancy before the Yolo Habitat Conservancy's own insurance or self insurance shall be called upon to protect it as a named insured.

2. The Yolo Habitat Conservancy, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Further, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. The additional insured coverage under the Consultant's policy shall be primary and non-contributory, and will not seek contribution from the Yolo Habitat Conservancy's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the Yolo Habitat Conservancy Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Consultant changes insurance carriers Consultant shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Consultant changes to a new carrier prior to receipt of any payments due.

4. The Consultant shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the Yolo Habitat Conservancy's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the Yolo Habitat Conservancy Risk Manager, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the Yolo Habitat Conservancy.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the Yolo Habitat Conservancy Risk Manager.

8. The policies shall cover all activities of Consultant, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. The Consultant shall waive all rights of subrogation against the Yolo Habitat Conservancy, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the Yolo Habitat Conservancy with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the Yolo Habitat Conservancy Risk Manager before work commences. Upon Yolo Habitat Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Consultant shall furnish the Yolo Habitat Conservancy with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon Yolo Habitat Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

AGREEMENT NO. _____
(Short-Form Agreement)

THIS AGREEMENT is made this 19th day of May 2025, by and between the Yolo Habitat Conservancy (referred to hereinafter as the “Conservancy”), and Yolo County Resources Conservation District (“Consultant”), who agree as follows:

AGREEMENT

1. Consultant shall perform the services described in **Attachment A** hereto.
2. Consultant shall perform said services between July 1, 2025 and June 30, 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.
3. Total compensation to Consultant shall not exceed the rates set forth in **Attachment A**, nor shall total compensation exceed \$190,000. Hourly rates shall not increase during the term of this Agreement.
4. During the term of this Agreement, Consultant shall maintain the insurance described in **Attachment B** hereto at its sole cost and expense.
5. On a monthly basis, Consultant shall submit an invoice detailing the services provided, the amount of time spent providing the service, the rate per hour, and an itemization of the actual expenses for which reimbursement is requested. If requested by the Conservancy, Consultant shall provide any further documentation to verify the compensation and reimbursement sought by Consultant. All services provided by Consultant which may be eligible for grant reimbursement shall be invoiced in a manner (generally, by grant and task) that meets applicable requirements for reimbursement from available grant funds. At the option of the Conservancy, this may include using a billing template for time entries. Within fifteen (15) calendar days of the receipt of Consultant’s detailed invoice, the Conservancy shall either authorize payment for services performed to its reasonable satisfaction or advise Consultant in writing of any concerns that the Conservancy has with the invoice and any need for further documentation. The Conservancy shall use reasonable efforts to ensure that the County Auditor-Controller processes payment of each invoice with forty-five (45) calendar days after the Conservancy approves payment.

There shall be no penalty for late payments.

6. To the greatest extent permitted under California law, Consultant shall defend, indemnify, and hold harmless the Conservancy, including all officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorneys’ fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the Consultant, its officers, agents, or employees.
7. Consultant shall comply with all applicable laws and regulations, including but not limited to any that are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Consultant shall defend the Conservancy and reimburse it for any fines, damages or costs (including attorneys’ fees) that might be incurred or assessed based upon a claim or determination that Consultant has violated any applicable law or regulation.
8. This Agreement is subject to the Conservancy, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the Conservancy’s adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the Conservancy may terminate this Agreement by giving ten (10) days advance written notice thereof to the Consultant, in which even the Conservancy shall have no obligation to pay the Consultant any further funds or

provide other consideration and the Consultant shall have no obligation to provide any further services under this Agreement.

9. If Consultant fails to perform any part of this Agreement, the Conservancy may notify the Consultant of the default and Consultant shall remedy the default. If Consultant fails to do so, then, in addition to any other remedy that Conservancy may have, Conservancy may terminate this Agreement and withhold any or all payments otherwise owed to Consultant pursuant to this Agreement.

10. Consultant understands that he/she is not an employee of the Conservancy and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

11. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the Conservancy. Consultant shall deliver all of the foregoing to the Conservancy upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, Consultant shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to the Conservancy for audit and discovery purposes.

12. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act. In the event of any conflict between the provisions of this Agreement and either of the attachments hereto, the provision requiring the higher level of performance from Consultant shall govern.

13. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State Court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

Consultant

Conservancy

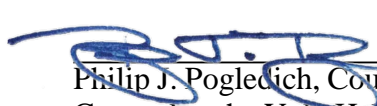
Heather Nichols, Executive Director
Yolo County Resource
Conservation District

Lucas Frerichs, Chair
Yolo Habitat Conservancy Board of Directors

Street Address/PO Box

City/State/Zip

Phone



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

ATTACHMENT A

SCOPE OF SERVICES

Yolo County Resource Conservation District FY 2025/2026

Contract Services – The Yolo County Resource Conservation District (Yolo RCD) will perform the services as outlined in this Scope of Work for the Yolo Habitat Conservancy (Conservancy) under the direction of the Conservancy Executive Director; and provide other assistance/tasks related to the implementation of the Yolo HCP/NCCP as identified by the Executive Director and mutually agreed upon in writing.

Services

Task 1: General Administration

Project management by the Yolo RCD will include administration and oversight of contract requirements and deliverables, budget management, development of project monitoring and implementation schedules as part of the development of an overall work plan for Yolo HCP/NCCP related efforts conducted by the Yolo RCD, reporting on contract status and progress, and communication with the Conservancy, landowners, other partners, and subcontractors throughout the contract period. Upon request, Yolo RCD staff will provide detailed cost estimates and schedules for specific activities such as restoration projects, invasive species management efforts, and other discrete tasks. The Yolo RCD will provide quarterly written reports to the Executive Director and prepare an annual report summary, which may be included as part of the fourth quarter report, that summarizes all activities conducted throughout FY25/26 and provides recommendations for the upcoming year. As part of general administration, Yolo RCD staff will participate in monthly coordination meetings with Conservancy representatives. Yolo RCD staff may also participate in other meetings and planning efforts at the request of the Conservancy as needed to develop partnerships, coordinate regional efforts, and ensure consistent and effective management of the reserve system and implementation of the Yolo HCP/NCCP at-large.

Task 1 Deliverables:

- Annual work plan that includes the anticipated reserve system monitoring and management schedule for the upcoming year
- Quarterly reports
- Annual report (may be combined with 4th quarter report)
- Meeting notes

Task 2: Monitoring

2.1 Easement Compliance Monitoring

Yolo RCD staff will annually monitor easement sites held by the Conservancy to ensure that reserve system sites are meeting easement and site-specific management plan conditions, consistent with Section 6.5.3.1 of the Yolo HCP/NCCP. Yolo RCD staff will coordinate with the Conservancy on communications with landowners and other reserve system site representatives.

2.2 General Reserve System Monitoring

Yolo RCD staff will monitor a variety of items related to the reserve system including invasive species, success of restoration and enhancement efforts, incidental covered species observations while conducting management and other monitoring activities, and assisting with palmate-bracted bird's beak population monitoring. Spatial data that is collected as part of general monitoring efforts will be

in a format that is compatible with ArcGIS and include metadata that meets CDFW's minimum data standards. Specific efforts include, but are not limited to, the following:

- Yolo RCD staff will monitor invasive species in the reserve system, identify problems with invasive species in the reserve system, and advise the Conservancy on management needs related to the treatment of invasive species that pose a significant threat to covered species or their habitat within the Plan Area consistent with Section 6.5.6.1.4 of the Yolo HCP/NCCP. Yolo RCD staff will provide input on weed management actions to be included in site-specific management plans and included in the RCD's work plan as necessary for individual properties within the reserve system.
- Yolo RCD staff will monitor restoration and enhancement areas within the reserve system to track progress towards meeting restoration and enhancement goals and objectives identified in individual restoration plans and site-specific management plans. Provide updated land cover maps and species occurrence data in a GIS database when applicable.
- RCD staff that are certified as a qualified biologist for Swainson's hawk and white-tailed kite will monitor nesting raptors present on or within the vicinity of reserve system sites during nesting season while Yolo RCD site management, enhancement, and restoration activities are underway or as requested by Conservancy staff for other activities occurring on reserve system sites.
- Yolo RCD staff will assist with the monitoring of palmate-bracted bird's beak populations and the effectiveness of actions conducted to enhance palmate-bracted bird's beak populations consistent with Section 6.5.6.3.1 of the Yolo HCP/NCCP.
- Document active nesting sites and other covered species use of reserve system sites and adjacent areas in the annual report and maintain a GIS database of species occurrence observations.

2.3. Landscape-Level Monitoring

Coordinate monitoring and treatment protocols for invasive species with those of other local entities to ensure consistency across regional monitoring and treatment efforts. Provide support with other landscape-level monitoring efforts at the request of the Conservancy Executive Director.

Task 2 Deliverables:

- Easement compliance monitoring reports and copies of correspondence with landowners
- Invasive species and covered species monitoring reports and mapped occurrence data
- Restoration site monitoring reports
- Updated land cover GIS layers for restoration sites as-needed

Task 3: Management, Enhancement, and Restoration

The Yolo RCD will manage reserve system lands consistent with site-specific management plans, as well as manage projects to enhance properties or restore properties consistent with the Yolo HCP/NCCP. Yolo RCD staff will provide input on the management and enhancement plan for each property as it comes into the reserve system. On an as-needed basis, the Yolo RCD will develop and implement restoration and/or VELB mitigation plans and undertake invasive species control efforts for reserve system sites.

3.1. General Reserve System Management and Enhancement

As part of Task 2.2, Yolo RCD staff will monitor reserve system sites and identify invasive species populations that need to be addressed and other management issues at-large and provide recommendations for reserve system management and enhancement to the Conservancy. The Conservancy Executive Director may request that Yolo RCD staff conduct specific management and enhancement activities on an as-needed basis by either submitting a written request to the Yolo RCD or by providing written approval of a management or enhancement recommendation that is presented to the Conservancy by Yolo RCD staff.

3.2. Activities Specific to Designated Restoration Projects

Yolo RCD staff will lead efforts on designated restoration projects on Yolo HCP/NCCP reserve system lands. This includes ongoing management of previously planted VELB mitigation and riparian restoration areas as well as the planning and implementation of future VELB mitigation and restoration projects on reserve system lands as assigned.

Task 3 Deliverables:

- Management and enhancement recommendations for sites enrolled in the reserve system
- Restoration plan for VELB mitigation and riparian restoration areas within the Haller Muller In-Channel Site and potentially in other sites upon request
- GPS locations and species information for all plantings, collected in a format that is compatible with ArcGIS
- Annual management and monitoring reports for VELB mitigation and riparian restoration projects throughout the reserve system.

Task 4: Special Projects

Upon request, RCD will assist with other work to ensure compliance with HCP/NCCP requirements. This may include work to assist the Conservancy in connecting with new landowners, specifically with lands greater than 160-acres, that may be good candidates for conservation easements or other efforts to implement the Yolo HCP/NCCP.

Hours and Rates:

Services provided will be reimbursed based on the rates shown in the tables below or otherwise formally approved by the Yolo RCD Board. Other expenses incurred by the Yolo RCD while performing the services described above shall be reimbursed based on actual expenses incurred. Mileage for travel shall be reimbursed at the current U.S. Federal rate.

Table 1: Staff rates

Staff Position	Hourly Rate*
Executive Director	\$140.00
Program Manager	\$110.00
Project Manager	\$100.00
Field Manager	\$100.00
Restoration Field Lead	\$92.00
Field Technician	\$85.00
Project Assistant	\$85.00

**Staff hourly rates shown here are pending Yolo RCD Board approval.*

Table 2: Equipment rates

Equipment Use	Hourly Rate
Truck rental	\$29.60
ATV/SxS	\$17.50
Mower	\$20.00
Water pump	\$15.00
Chainsaw	\$6.25
Weed whacker	\$5.00

ATTACHMENT B

STANDARD INSURANCE REQUIREMENTS

A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate.
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate.
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease.

The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Yolo Habitat Conservancy before the Yolo Habitat Conservancy's own insurance or self insurance shall be called upon to protect it as a named insured.

2. The Yolo Habitat Conservancy, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Further, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. The additional insured coverage under the Consultant's policy shall be primary and non-contributory, and will not seek contribution from the Yolo Habitat Conservancy's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the Yolo Habitat Conservancy Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Consultant changes insurance carriers Consultant shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Consultant changes to a new carrier prior to receipt of any payments due.

4. The Consultant shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the Yolo Habitat Conservancy's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the Yolo Habitat Conservancy Risk Manager, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the Yolo Habitat Conservancy.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the Yolo Habitat Conservancy Risk Manager.

8. The policies shall cover all activities of Consultant, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. The Consultant shall waive all rights of subrogation against the Yolo Habitat Conservancy, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the Yolo Habitat Conservancy with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the Yolo Habitat Conservancy Risk Manager before work commences. Upon Yolo Habitat Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Consultant shall furnish the Yolo Habitat Conservancy with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon Yolo Habitat Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

Yolo Habitat Conservancy
Meeting Date: 05/19/2025

Information

SUBJECT
Approve contract agreement with Alford Environmental, LLC in the amount of \$160,000 to provide Interim Executive Director services, staff training, and other support services necessary to implement the Yolo HCP/NCCP between July 1, 2025 through June 30, 2026

Attachments

Staff Report
Att. A. Agreement

Form Review

Form Started By: Brandy Hall
Final Approval Date: 05/14/2025

Started On: 05/14/2025 02:13 PM



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 contract with Alford Environmental, LLC in the amount of \$160,000 to provide Interim Executive Director services, staff training, and other support services necessary to implement the Yolo HCP/NCCP between July 1, 2025 through June 30, 2026.

Date: May 19, 2025

REQUESTED ACTIONS:

1. Approve contract with Alford Environmental, LLC in the amount of \$160,000 to provide Interim Executive Director services, staff training, and other support services necessary to implement the Yolo HCP/NCCP from July 1, 2025 through June 30, 2026. (Attachment A)

BACKGROUND:

On December 9, 2024 the Board appointed Christine Alford the Interim Executive Director of the Yolo Habitat Conservancy to ensure continuity of current Conservancy operations. The Board directed Ms. Alford to work closely with County staff to develop staffing recommendations that aim to optimize resource sharing amongst the agencies. Ms. Alford presented initial staffing options to the Board on March 19, 2025. An updated staffing proposal that takes into account more recent changes in County staffing and subsequent conversations with County staff leadership is provided in a separate agenda item for Board review and consideration.

The proposed contract with Alford Environmental, LLC is for \$160,000 from July 1, 2025 through June 30, 2026. Tasks associated with this agreement include administration of the Conservancy in the capacity of Interim Executive Director until an Executive Director has been hired, staff training, and ongoing Yolo HCP/NCCP implementation support. The agreement with Alford Environmental, LLC assumes that a new Executive Director will be hired within one to three months of the start of the fiscal year and may need to be amended if staff hiring takes longer than estimated.

ATTACHMENTS:

Attachment A. Alford Environmental, LLC Contract

AGREEMENT NO. _____
(Short-Form Agreement)

THIS AGREEMENT is made this 19th day of May 2025, by and between the Yolo Habitat Conservancy (referred to hereinafter as the “Conservancy”), and Alford Environmental, LLC (“Consultant”), who agree as follows:

AGREEMENT

1. Consultant shall perform the services described in **Attachment A** hereto.
 2. Consultant shall perform said services between July 1, 2025 and June 30, 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.
 3. Total compensation to Consultant shall not exceed the rates set forth in **Attachment A**, nor shall total compensation exceed \$160,000. Hourly rates shall not increase during the term of this Agreement.
 4. During the term of this Agreement, Consultant shall maintain the insurance described in **Attachment B** hereto at its sole cost and expense.
 5. On a monthly basis, Consultant shall submit an invoice detailing the services provided, the amount of time spent providing the service, the rate per hour, and an itemization of the actual expenses for which reimbursement is requested. If requested by the Conservancy, Consultant shall provide any further documentation to verify the compensation and reimbursement sought by Consultant. All services provided by Consultant which may be eligible for grant reimbursement shall be invoiced in a manner (generally, by grant and task) that meets applicable requirements for reimbursement from available grant funds. At the option of the Conservancy, this may include using a billing template for time entries. Within fifteen (15) calendar days of the receipt of Consultant’s detailed invoice, the Conservancy shall either authorize payment for services performed to its reasonable satisfaction or advise Consultant in writing of any concerns that the Conservancy has with the invoice and any need for further documentation. The Conservancy shall use reasonable efforts to ensure that the County Auditor-Controller processes payment of each invoice with forty-five (45) calendar days after the Conservancy approves payment.
- There shall be no penalty for late payments.
6. With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, Consultant shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the Consultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Consultant’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. In providing any defense under this section, Consultant shall use counsel reasonably acceptable to the County Counsel.
 7. Consultant shall comply with all applicable laws and regulations, including but not limited to any that are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Consultant shall defend the Conservancy and reimburse it for any fines, damages or costs (including attorneys’ fees) that might be incurred or assessed based upon a claim or determination that Consultant has violated any applicable law or regulation.

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

9. If Consultant fails to perform any part of this Agreement, the Conservancy may notify the Consultant of the default and Consultant shall remedy the default. If Consultant fails to do so, then, in addition to any other remedy that Conservancy may have, Conservancy may terminate this Agreement and withhold any or all payments otherwise owed to Consultant pursuant to this Agreement.

10. Consultant understands that he/she is not an employee of the Conservancy and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

11. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the Conservancy. Consultant shall deliver all of the foregoing to the Conservancy upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, Consultant shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to the Conservancy for audit and discovery purposes.

12. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act. In the event of any conflict between the provisions of this Agreement and either of the attachments hereto, the provision requiring the higher level of performance from Consultant shall govern.

13. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State Court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

Consultant

Christine Alford, Owner
Alford Environmental, LLC

Street Address/PO Box

City/State/Zip

Phone

Conservancy

Lucas Frerichs, Chair
Yolo Habitat Conservancy Board of Directors



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

ATTACHMENT A

SCOPE OF SERVICES Alford Environmental, LLC FY2025/2026

Contract Services – Alford Environmental, LLC will perform the services as outlined in this Scope of Work for the Yolo Habitat Conservancy (Conservancy) under the direction of the Board of Directors and eventually under the direction of the Executive Director, once hired. Alford Environmental, LLC may provide other assistance/tasks related to the implementation of the Yolo HCP/NCCP as mutually agreed upon in writing.

Services

Task 1: Interim Executive Director and Administrative Support (Yolo HCP/NCCP: Admin, 273051)

Provide approximately one to three months as Interim Executive Director, until an Executive Director is hired. Train new staff and transition administrative duties once staff are hired. Assist with the 5-year financial assessment, prepare the Fiscal year 2024/2025 annual report, assist with the annual audit, prepare staff reports and materials for the Board of Directors, participate in the California Habitat Conservation Planning Coalition steering committee, and prepare grant proposals and other reports as-needed. Organize and facilitate regular Yolo HCP/NCCP coordination meetings with U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) and meetings with project partners.

Task 1 Deliverables:

- Staff reports and written materials for the Board of Directors
- Fiscal Year 2024/2025 Annual Report
- Prepare and submit at least two grant proposals that support Yolo HCP/NCCP goals and objectives
- Other reports and materials as-needed

Task 2: Covered Activities Application Processing (Yolo HCP/NCCP: Admin, 273051)

Participate as a member of the permitting team until new staff are hired and trained. This includes facilitation of permitting team coordination calls, review and input on draft and final applications submitted for development projects seeking Yolo HCP/NCCP permit coverage, respond to member agency and developer permit questions, process variance requests, prepare certificates, review qualified biologist applications, and maintain tracking database.

Task 2 Deliverables:

- Verbal and written responses provided for Yolo HCP/NCCP permit coverage applications and associated questions received by member agency staff and developers
- Application and variance request response and approval documentation
- Qualified biologist certifications

Task 3: Monitoring, Management, Enhancement, and Restoration (Yolo HCP/NCCP: MMER, 273053)

Coordinate with Conservancy representatives and project partners to plan and implement habitat monitoring, management, enhancement, and restoration activities within the Yolo HCP/NCCP Plan Area.

Priority activities for FY25/26 include riparian restoration, VELB mitigation, burrowing owl habitat enhancement, and palmate bracted bird's beak monitoring and habitat enhancement.

Task 3 Deliverables:

- Written comments on restoration design plans and management plans for VELB mitigation and riparian restoration sites
- Monitoring reports and gps data for surveying and monitoring efforts
- Prepare summaries and photos to document activities for the Fiscal Year 25/26 Annual Report

Task 4: Reserve System Establishment (Yolo HCP/NCCP: Reserve System Establishment, 273054)

Coordinate and implement efforts to establish the Yolo HCP/NCCP reserve system. This includes reserve system project management, assistance with easement transactions, conservation easement application review, facilitation of STAC site visits, development and review of easement acquisition documents, maintenance of the Conservancy's reserve system records, and coordination with landowners and partners.

Task 4 Deliverables:

- Initial site evaluations
- Staff reports and transmittal memos prepared for candidate properties
- Easement acquisition documents for selected sites undergoing HCP/NCCP enrollment, including: management plans, easements, and baseline condition reports

Hours and Rates

Services provided will be reimbursed at an hourly rate of \$190 per hour. Other expenses incurred by Alford Environmental, LLC while performing the services described above shall be reimbursed based on actual expenses incurred. Mileage for travel shall be reimbursed at the current U.S. Federal rate.

ATTACHMENT B

STANDARD INSURANCE REQUIREMENTS

A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate.
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate.
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease.

The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Yolo Habitat Conservancy before the Yolo Habitat Conservancy's own insurance or self insurance shall be called upon to protect it as a named insured.

2. The Yolo Habitat Conservancy, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Further, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. The additional insured coverage under the Consultant's policy shall be primary and non-contributory, and will not seek contribution from the Yolo Habitat Conservancy's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the Yolo Habitat Conservancy Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Consultant changes insurance carriers Consultant shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Consultant changes to a new carrier prior to receipt of any payments due.

4. The Consultant shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the Yolo Habitat Conservancy's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the Yolo Habitat Conservancy Risk Manager, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the Yolo Habitat Conservancy.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the Yolo Habitat Conservancy Risk Manager.

8. The policies shall cover all activities of Consultant, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. The Consultant shall waive all rights of subrogation against the Yolo Habitat Conservancy, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the Yolo Habitat Conservancy with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the Yolo Habitat Conservancy Risk Manager before work commences. Upon Yolo Habitat Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Consultant shall furnish the Yolo Habitat Conservancy with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon Yolo Habitat Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

Yolo Habitat Conservancy

Meeting Date: 05/19/2025

Information

SUBJECT

Receive proposed updated staffing approach and approve the Memorandum of Understanding with Yolo County for Administrative Services to update the staffing allocations and extend the term of the agreement through June 30, 2026

Attachments

Staff Report

Att. A. MOU

Form Review

Form Started By: Brandy Hall
Final Approval Date: 04/30/2025

Started On: 04/30/2025 10:39 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: Receive proposed updated staffing approach and approve the Memorandum of Understanding with Yolo County for Administrative Services to update the staffing allocations and extend the term of the agreement through June 30, 2026

Date: May 19, 2025

REQUESTED ACTIONS:

1. Receive proposed staffing approach update
2. Approve the Memorandum of Understanding with Yolo County for Administrative Services to update the anticipated staffing allocations and extend the term of the agreement through June 30, 2026 (Attachment A)

BACKGROUND:

At the March 17, 2025 Conservancy Board meeting, the Interim Executive Director presented the Conservancy Board with two potential staffing approaches for consideration. One approach assumed the Conservancy would renew the Memorandum of Understanding with Yolo County to continue to provide staff services and the Conservancy would share staff with County programs that require similar staff expertise, while the other approach outlined a stand-alone staffing structure where the Conservancy would provide its own staff or otherwise obtain staffing support without utilizing County staff. The Board directed the Interim Executive Director to pursue the approach that relies on the continued use of County staff to fill Conservancy staff positions and to coordinate with the Executive Management Committee and County staff to finalize staff position allocations.

The Interim Executive Director has had several follow-up meetings with County staff to refine the proposed shared staffing approach based on the capacity needs and financial situations of both the Conservancy and multiple County programs. The current proposed staffing strategy includes the same general approach of providing the Conservancy with both leadership and general support that was proposed at the March Conservancy Board meeting. The staff positions and allocations have been adjusted, and one significant modification is the allocation of a fulltime staff position to fill the Executive Director role, as opposed to a 0.5FTE allocation as was proposed in the approach presented

at the March Conservancy Board meeting. The staffing allocations presented are pending approval from the Board of Supervisors and may be adjusted slightly in coordination with County staff as the County pursues adjustments in their current staffing structure and FY25/26 budget.

Table 1: Yolo Habitat Conservancy staffing of key positions for FY24/25 and proposed FY25/26 staffing

Key Yolo Habitat Conservancy Staff Roles	FY24/25	Fully Loaded Rate x FTE	Proposed FY25/26 FTE Allocation	Fully Loaded Rate x FTE*
Executive Director	0.3	\$68,382	1.0	\$250,000
Conservation Manager (Contractor)	0.45	\$160,000	0.4	\$160,000
Administrative Assistant	-	-	0.1	\$15,000
Planner	0.4	\$84,382	0.2	\$40,000
Program Assistant	-	-	0.7	\$93,000
Total:	1.1	\$312,764	2.4	\$558,000

* Amounts listed are estimated based on County position classifications

Staff recommend the Board extend the term of the Memorandum of Understanding with the County for administrative services through June 30, 2026. These services have been provided by the County since June 2020. The Amendment contemplates \$463,000 for County services including the County staff allocations listed in Table 1 as well as human resources, legal, fiscal, accounting, and IT support services. This amount has been incorporated into the FY25/26 budget.

Pursuant to Section 5 of the Memorandum of Understanding, the Interim Executive Director conferred with the Chair of the Board of Directors about the staffing proposed in the amendment. The Interim Executive Director also discussed the approach with the County Administrator, other County staff leadership, and the Conservancy's Executive Management Committee. While the County may propose to modify the approach described herein as it continues to evaluate its own staffing and fiscal resources, the Interim Executive Director believes that this approach is appropriate for Board consideration based on presently available information. Any changes will return for Board consideration at a future meeting.

ATTACHMENTS:

Attachment A. Sixth Amendment to the Memorandum of Understanding with the County of Yolo



AGREEMENT NO. - _____
(Amendment #6 to Agreement No. 20-91)

**Sixth Amendment to Memorandum of Understanding Between the County of Yolo and the
Yolo Habitat Conservancy Regarding Administrative Services**

THIS SIXTH AMENDMENT to the June 2, 2020 Agreement with County of Yolo (“County”) is entered into as of the 19th day of May 2025 by and between the Yolo Habitat Conservancy (“the Conservancy”), and County of Yolo (“Consultant”), who agree as follows:

AMENDMENT

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

Scope of Services; Costs. As recited above, the Board of Directors of the Conservancy enters into this MOU to retain the County for services that include those set forth in Section 7.1 (Executive Director) of the Joint Powers Agreement and additional services within the scope of Exhibit A hereto. Consistent with this approach, the County will assign staff and/or contractors to provide the requested services.

As of the execution of this MOU, the parties expect this will require the following staff assignments and anticipated costs for FY25/26 based on current hourly rates:

1.0 FTE Management Classification- \$250,000

0.2 FTE Planner Classification- \$40,000

0.7 FTE Natural Resources Program Assistant- \$93,000

Legal: \$20,000

Overhead (HR, IT, etc., but excluding legal): \$14,000

Department of Financial Services- \$30,000

The specific staff time allocations and position classifications may vary from what is provided above with at the mutual consent of the County Administrator and the Conservancy’s Board Chair.

2. Section 4(A) of the Agreement is hereby amended to read as follows:

A. Term. This MOU is effective through June 30, 2026. By mutual agreement, the parties may agree to extend this MOU for one or more subsequent years. Any such extended term shall be memorialized in a written amendment to this MOU pursuant to Section 5, below.


3. Except as expressly amended herein, the terms and provisions of the Agreement remain in full force and effect.

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

YOLO HABITAT CONSERVANCY

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

Approved as to Form:

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

COUNTY OF YOLO

By _____
Mary Vixie Sandy, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By _____
Eric May, Senior Deputy

Yolo Habitat Conservancy

Meeting Date: 05/19/2025

Information

SUBJECT

Approve the fiscal year 2025/26 budget and budget resolution for the Mitigation Fee Fund, Grant Fund, Other Revenue Fund, Mitigation Trust Account, Pre-Permit Endowment Fund, and Post-Permit Endowment Fund

Attachments

Staff Report

Att. A. 2025-26 Budget

Att. B. Budget Resolution

Form Review

Form Started By: Brandy Hall

Final Approval Date: 05/14/2025

Started On: 05/14/2025 02:24 PM



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 2025/26 budget and budget resolution for the Mitigation Fee Fund, Grant Fund, Other Revenue Fund, Mitigation Trust Account, Pre-Permit Endowment Fund, and Post-Permit Endowment Fund

Date: May 19, 2025

REQUESTED ACTIONS:

1. Approve the FY2025-26 budget (Attachment A)
2. Approve budget resolution (Attachment B)

BACKGROUND:

The Conservancy financial structure has six funds, with a separate budget for each fund, as follows:

- **Mitigation Fee Fund:** The Conservancy places the majority of revenue collected from mitigation fees in this fund¹ and tracks expenditures of mitigation fees. The majority of Yolo HCP/NCCP implementation costs are paid from this fund, including: administration, reserve system establishment, natural community restoration, and management, monitoring, and habitat enhancement of reserve lands. Staff estimate that approximately \$1.06 million in mitigation fees will be deposited into the Mitigation Fee Fund during Fiscal Year 2025-26, based on the current projects that are in the processes of obtaining Yolo HCP/NCCP permit coverage and the assumption that two of the four largest projects will submit final applications and fee payments within the next year. It is possible that the actual amount of mitigation fees collected could be significantly higher or lower depending on a variety of factors that are outside of the Conservancy's control. Staff estimate approximately \$2.7 million in expenditures from the fund in Fiscal Year 2025-26, including \$1.5 million for easement acquisitions and approximately \$463,000 for the County to provide key staff positions, including a fulltime Executive Director, as well as human resources, legal, fiscal, accounting, and IT support services.

¹ A small portion (2.6%) of every Yolo HCP/NCCP land cover fee payment that is collected is transferred to the Post-Permit Endowment Fund.

- **Mitigation Trust Account:** This fund currently contains mitigation fees collected specifically to mitigate for impacts to burrowing owl. The Conservancy intends to use the current fund balance of approximately \$158,700 in FY25/26 for the acquisition of a conservation easement on lands that have occupied burrowing owl habitat.
- **Grant Fund:** The Conservancy tracks all grant revenues and expenditures through this fund. The Conservancy does not have any grants, so this fund is currently idle. The FY24/25 budget included both assigned and unassigned fund balances that appear to be amounts that were erroneously carried over from prior years in the Conservancy's account ledger and do not reflect the actual funds attributed to the Grant Fund. Conservancy staff are working with County finance staff to address this within the County's accounting system. Conservancy staff aim to apply for at least one land acquisition grant and one habitat restoration grant in FY25/26. If any grants are awarded, Conservancy staff will return to the Board with an updated budget and budget resolution for this fund.
- **Pre-Permit Endowment Fund:** This fund contains endowment funds collected to monitor conservation easements established prior to the official start of Yolo HCP/NCCP implementation (January 11, 2019). Revenue to this fund consists of interest accruals. Expenses to this fund include fund management fees from the Sacramento Regional Community Foundation, annual compliance monitoring expenses, and funding losses due to changes in the economic market that result in negative interest rates.
- **Post-Permit Endowment Fund:** The Conservancy places 2.6% of all HCP/NCCP mitigation fees collected as well as all stewardship donations collected into this fund to save for management and monitoring of the reserve system once the 50-year permit term ends. The Conservancy deposits these funds into an account held by the County at the time they are received and subsequently transfers the funds to a long-term endowment fund held by the Sacramento Regional Community Foundation on a semi-regular basis. Revenue to this fund consists of mitigation fee contributions to the fund as well as interest accruals. Expenses to this fund include fund management fees from the Sacramento Regional Community Foundation and funding losses due to changes in the economic market that result in negative interest rates.
- **Other Revenue Fund:** The Conservancy places contribution to recovery fee revenue collected from Special Participating Entities and other non-mitigation fee revenue in this fund. These funds do not have the same funding restrictions that the other funds have and may be used for special projects or other expenditures deemed appropriate by the Board. Currently these funds are being held in case any unexpected expenses or situations arise that warrant their use.

The proposed Fiscal Year 2025-26 budgets for the Mitigation Fee Fund, the Grant Fund, the Other Revenue Fund, the Mitigation Trust Account, and the Pre-Permit Endowment Fund and Post-Permit Endowment are presented in Attachment A. The Budget Resolution for Fiscal Year 2025/26 is included as Attachment B.



Overall, the Conservancy expects to end Fiscal Year 2024-25 with approximately \$3.6 million in total fund balance with an estimated fund balance of over \$2.5 million in the Mitigation Fee Fund (operational fund). This fund balance is largely driven by permit revenue. Overall, the Conservancy has a stable fiscal outlook and anticipates approximately \$1.1 million dollars in fee revenue anticipated in Fiscal Year 2025-26.

ATTACHMENTS:

Attachment A. Mitigation Fee Fund, Grant Fund, Other Revenue Fund, Mitigation Trust Account, Pre-Permit Endowment Fund, and Post-Permit Endowment Fund Budgets for FY25/26

Attachment B. Budget Resolution for Fiscal Year 2025/26



Yolo Habitat Conservancy FY25-26 Budget

Mitigation Fee Fund (Fund 7230)

Description	Approved FY24/25 Budget (5.20.24)	FY24/25 Actuals through Q3	FY24/25 Year End Estimated*	FY25/26 Budget
Beginning Fund Balance	\$ 2,967,008	\$2,747,162	\$2,747,162	\$2,836,379
Unassigned Fund Balance	\$ 2,506,921	\$2,187,075	\$2,087,075	1,976,292
Assigned Fund Balance	\$ 460,087	\$ 560,087	\$ 660,087	\$ 860,087
Revenues	\$ 705,000	\$281,882	\$687,882	\$ 1,068,750
Fees and Permits	\$ 700,000	\$224,477	\$630,477	\$ 1,068,750
Interest	\$ 5,000	\$57,406	\$57,406	\$ -
Expenditures	\$ (2,589,962)	\$ (444,792)	\$ (598,665)	\$ (2,702,550)
Insurance-public liability	\$ (500)	(\$1,045)	(\$1,045)	(1,100)
Office Expense	\$ (500)	(\$35)	\$0	(5,000)
Transportation and Travel	\$ (300)	\$0	\$0	(3,000)
IT Service - ERP	\$ (500)	(\$837)	(\$1,000)	(1,000)
IT SVCS - Dept System Maint	\$ (7,000)	(\$127)	(\$500)	(2,000)
Prof & Sec Svc - IT Services	\$ (700)	(\$444)	(\$444)	(2,500)
Prof & Sec Svc - auditing and accounting	\$ (25,000)	\$ (36,480)	\$ (36,480)	\$ (19,200)
Prof & Sec Svc - Legal	\$ (15,000)	\$ -	\$ (5,000)	\$ (20,000)
Prof & Sec Svc - Other	\$ (753,700)	\$ (404,579)	\$ (550,000)	\$ (943,750)
Board Meeting Stipends	\$ (2,000)	\$ (950)	(\$1,900)	\$ (2,000)
Memberships		\$ (296)	\$ (2,296)	\$ (3,000)
Easements - Non Depreciable	\$ (1,584,762)	\$ -	\$ -	\$ (1,500,000)
Contingency	\$ (200,000)	\$ -	\$ -	\$ (200,000)
Net Fund Balance	\$ (1,884,962)	\$ (162,910)	\$ 89,217	\$ (1,633,800)
Use (Contribution) to Fund Balance				
Transfer to reserve	\$ (200,000)	(\$100,000)	(\$200,000)	(200,000)
End Fund Balance	\$ 1,082,046	\$2,584,252	\$2,836,379	\$1,202,579
Unassigned Fund Balance	\$ 421,959			
Assigned Fund Balance	\$ 660,087	\$ 560,087	\$ 660,087	860,087

* Staff provide an estimate in this column of the potential additions or reductions in revenue and expenditures relative to actual revenue and expenditures. This column allows staff to communicate expected upcoming changes that actual reporting does not reflect.

Mitigation Trust Account Fund (Fund 7231)

Description	Approved FY24/25 Budget (5.20.24)	FY24/25 Actuals (as of end of Q3)	FY24/25 Year End Estimated*	FY25/26 Budget
Beginning Fund Balance	\$ 155,611	\$ 150,611	\$ 150,611	\$ 158,700
Revenues	\$ -	\$ 3,089	\$ 3,089	\$ -
Interest	\$ -	\$ 3,089	\$ 3,089	\$ -
Expenditures	\$ (155,611)	\$ -	\$ -	\$ 158,700
Prof & Spec Svc - Legal				
Prof & Spec Svc - Other				
Easements - Non Depreciable	\$ (155,611)	\$ -	\$ -	\$ (158,700)
Other Fin Uses - Transfer Out				
Net Fund Balance	\$ (155,611)	\$ 3,089	\$ 3,089	\$ (158,700)
End Fund Balance	\$ -	\$ 158,700	\$ 158,700	\$ -

* Staff provide an estimate in this column of the potential additions or reductions in revenue and expenditures relative to actual revenue and expenditures. This column allows staff to communicate expected upcoming changes that actual reporting does not reflect.

Grant Fund (Fund 7232)*

Description	Approved FY24/25 Budget (5.20.24)	FY24/25 Actuals (as of end of Q3)	FY24/25 Year End Estimated*	FY25/26 Budget
Beginning Fund Balance	\$ 28,496	\$ 20,357	\$ 20,357	\$ -
Unassigned Fund Balance	\$ (31,591)	\$ 20,357	\$ 20,357	
Assigned Fund Balance	\$ 60,087	\$ -	\$ -	
Revenues	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -
Other revenue- State	\$ -	\$ -	\$ -	\$ -
Expenditures	\$ -	\$ -	\$ -	\$ -
Prof & spec svc-other	\$ -	\$ -	\$ -	\$ -
Net Fund Balance	\$ -	\$ -	\$ -	\$ -
End Fund Balance	\$ 28,496	\$ 20,357	\$ 20,357	\$ -
Unassigned Fund Balance	\$ (31,591)	\$ 20,357	\$ 20,357	
Assigned Fund Balance	\$ 60,087	\$ -	\$ -	

associated with prior grants allocations that have since closed and were carried over in error and potentially some accrued interest. Conservancy staff are working with County finance staff to identify and correct the issue in the County's accounting system.

Pre Permit Endowmnet Fund (Fund 7233)

Description	Approved FY24/25 Budget (5.20.24)	FY24/25 Actuals (as of end of Q3)	FY24/25 Year End Estimated*	FY25/26 Budget
Beginning Fund Balance	\$ 351,715	\$ 358,092	\$ 358,092	\$ 374,076
Revenues	\$ -	\$25,584	\$25,584	\$0
Interest	\$ -	\$25,584	\$ 25,584	\$ -
Expenditures**	\$ (10,000)	(\$8,602)	(\$9,600)	(\$10,000)
Prof & spec svc-other**	\$ (10,000)	(\$8,602)	(\$9,600)	\$ (10,000)
Net Fund Balance	\$ (10,000)	\$16,982	\$15,984	\$ (10,000)
End Fund Balance	\$ 341,715	\$ 375,074	\$ 374,076	\$ 364,076

* Staff provide an estimate in this column of the potential additions or reductions in revenue and expenditures relative to actual revenue and expenditures. This column allows staff to communicate expected upcoming changes that actual reporting does not reflect.

** Funds in this line item were noted as income in the FY24/25 budget approved on 5/20/24. This is assumed to have been a hand key error and has been corrected in this table.

Post Permit Endowmnet Fund (Fund 7234)

Description	Approved FY24/25 Budget (5.20.24)	FY24/25 Actuals (as of end of Q3)	FY24/25 Year End Estimated*	FY25/26 Budget
Beginning Fund Balance	\$ 350,858	\$ 336,359	\$ 336,359	\$ 394,925
Revenues	\$ 8,000	\$ 23,340	\$ 15,974	\$ 29,250
Fees and Permits	\$ 8,000	\$ 5,418	\$ 15,974	\$ 29,250
Interest	\$ -	\$ 17,923	\$ -	\$ -
Expenditures	\$ -	\$ (2,053)	\$ (2,700)	\$ (3,000)
Prof & spec svc-other	\$ -	\$ (2,053)	\$ (2,700)	\$ (3,000)
Net Fund Balance	\$ 8,000	\$ 25,393	\$ 18,674	\$ 29,250
End Fund Balance	\$ 358,858	\$ 376,251	\$ 394,925	\$ 424,175

* Staff provide an estimate in this column of the potential additions or reductions in revenue and expenditures relative to actual revenue and expenditures. This column allows staff to communicate expected upcoming changes that actual reporting does not reflect.

Other Revenue Fund (Fund 7235)

Description	Approved FY24/25 Budget (5.20.24)	FY24/25 Actuals (as of end of Q3)	FY24/25 Year End Estimated*	FY25/26 Budget
Beginning Fund Balance	\$ 122,550	\$ 103,560	\$ 103,560	\$ 104,989
Revenues	\$ -	\$ 1,429	\$ 1,429	\$ -
Fees and Permits	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ 1,429	\$ 1,429	\$ -
Expenditures	\$ -	\$ -	\$ -	\$ -
Prof & spec svc-other	\$ -	\$ -	\$ -	\$ -
Net Fund Balance	\$ -	\$ -	\$ -	\$ -
End Fund Balance	\$ 122,550	\$ 104,989	\$ 104,989	\$ 104,989
All Funds End Fund Balance	\$ 1,933,665	\$ 3,619,623	\$ 3,889,426	\$ 2,095,819

* Staff provide an estimate in this column of the potential additions or reductions in revenue and expenditures relative to actual revenue and expenditures. This column allows staff to communicate expected upcoming changes that actual reporting does not reflect.

RESOLUTION NO. _____

**Resolution of the Yolo Habitat Conservancy Board of Directors Adopting the
Fiscal Year 2025-26 Budget**

WHEREAS, the Board of Directors (“Board”) of the Yolo Habitat Conservancy (“YHC”) has heard and considered annual budgets for the FY 2025-26 Mitigation Fee Fund, Grant Fund, Other Revenue Fund, Mitigation Trust Account Fund, Pre-Permit Endowment Fund, and the Post-Permit Endowment Fund (collectively, the “Fiscal Year 2025-26 Budget”); and

WHEREAS, the May 19, 2025 staff report for the Fiscal Year 2025-26 budget provides information regarding each fund or account included in the overall YHC budget; and

WHEREAS, the recommended budgets for the Mitigation Fee Fund, Grant Fund, Other Revenue Fund, Mitigation Trust Account Fund, Pre-Permit Endowment Fund, and the Post-Permit Endowment Fund are balanced, with total revenues and other available funds equaling or exceeding total expenditures; and

WHEREAS, at the conclusion of the Board’s consideration of this item at its May 19, 2025 public meeting, the Board of Directors determined that it was necessary and appropriate to approve the Fiscal Year 2025-26 Budget;

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

1. The Board adopts the Mitigation Fee Fund budget and approves the appropriations of \$2,702,550 based on the revenue of \$1,068,750 and use of the available fund balance of \$2,836,379 (Mitigation Fee Fund), as set forth therein.
2. The Board adopts the Grant Fund budget and approves the appropriations of \$0 based on the revenue of \$0, as set forth therein.
3. The Board adopts the Other Revenue Fund budget and approves the appropriations of \$0 based on the revenue of \$0 as set forth therein.
4. The Board adopts the Mitigation Trust Account Fund budget and approves the appropriations of \$158,700 based on the revenue of \$0 and use of the available fund balance of \$158,700 (Mitigation Trust Account Fund), as set forth therein.
5. The Board adopts the Pre-permit Endowment Fund budget and approves the appropriations of \$10,000 based on the revenue of \$0 and use of the available fund balance of \$10,000, as set forth therein.
6. The Board adopts the Post-permit Endowment Fund budget and approves the appropriations of \$3,000 based on the revenue of \$29,250, as set forth therein.

PASSED AND ADOPTED by the Board of Directors of the Yolo Habitat Conservancy on May 19, 2025, by the following vote:

AYES:

NOES:

ABSENT:


ABSTAIN:

Lucas Frerichs, Chair
Yolo Habitat Conservancy

Attest:
Julie Dachtler, Clerk of the Board

Approved as to Form:

By: _____
Julie Dachtler (Seal)

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