

YOLO HABITAT CONSERVANCY

AGENDA

November 16, 2020



BOARD MEMBERS

GARY SANDY, COUNTY OF YOLO
DON SAYLOR, COUNTY OF YOLO
WILL ARNOLD, CITY OF DAVIS
MARTHA GUERRERO, CITY OF WEST SACRAMENTO
PIERRE NEU, CITY OF WINTERS
XOCHITL RODRIGUEZ, CITY OF WOODLAND
MATT DULCICH, UNIVERSITY OF CALIFORNIA, DAVIS

THIS MEETING WILL OCCUR BY TELECONFERENCE

TELECONFERENCE OPTIONS TO JOIN ZOOM MEETING:

By Computer: <https://yolocounty.zoom.us/j/92675319807>

Meeting ID: 926 7531 9807

OR

By Phone: (408) 638-0968

Meeting ID: 926 7531 9807

Further instructions on how to electronically participate can be found in the PUBLIC PARTICIPATION note at the end of this agenda.

Alexander Tengolics
Executive Director

Philip J. Pogledich
County Counsel

5:30 P.M. CALL TO ORDER

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

CONSENT CALENDAR

5. Approve September 21, 2020 meeting minutes
6. Receive and file year to date fiscal report
7. Approve fifth amendment to contract with Urban Economics to increase contract amount by \$10,000 for a contract maximum of \$40,000
8. Approve contract amendments with on-call real estate acquisition consultants Conservation Land Group, Dokken Engineering, and LSA Associates to extend the term for each of these contracts through June 30, 2022 and to increase the contract amount for Conservation Land Group and Dokken Engineering by \$20,000 for a contract maximum of \$50,000
9. Authorize the Executive Director to make minor modifications as-needed and take any further actions necessary to execute a Memorandum of Understanding with Yolo County regarding conservation and restoration activities at the Correll property
10. Approve response to Grand Jury Report regarding the Yolo Habitat Conservancy

REGULAR AGENDA

11. Approve 2021 Board meeting calendar, establish Executive Committee, and increase Executive Director's expenditure authority limit from \$5,000 to \$25,000
12. Approve revised Advisory Committee composition
13. Executive Director's Report

ADJOURNMENT

Next meeting scheduled for: January 25, 2021

I declare under penalty of perjury that the foregoing agenda was posted November 13, 2020 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: _____
Lupita Ramirez, Deputy 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 Assistant to the Director, Shawna Stevens as soon as possible and at least 24 hours prior to the meeting at (530) 723-5504.

PUBLIC PARTICIPATION INSTRUCTIONS:

Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID-19 virus, please do the following:

1. You are strongly encouraged to observe the Yolo Habitat Conservancy meeting via computer: <https://yolocounty.zoom.us/j/92675319807>, Meeting ID: 926 7531 9807 or phone in via 1-408-638-0968 Meeting ID: 926 7531 9807.
2. If you are joining the meeting via zoom and wish to make a comment on an item, press the "raise a hand" button. If you are joining the meeting by phone, press *9 to indicate a desire to make comment. The chair will call you by name or phone number when it is your turn to comment. Speakers will be limited to 3 minutes (subject to change).

Yolo Habitat Conservancy

Meeting Date: 11/16/2020

Information

SUBJECT

Approve September 21, 2020 meeting minutes

Attachments

Attachment A. September 21, 2020 Minutes

Form Review

Inbox	Reviewed By	Date
Alexander Tengolics	Alexander Tengolics	11/10/2020 08:03 AM
Alexander Tengolics	Alexander Tengolics	11/10/2020 08:23 AM
Form Started By: Alexander Tengolics		Started On: 11/09/2020 09:46 AM
Final Approval Date: 11/10/2020		

YOLO HABITAT CONSERVANCY

September 21, 2020

MINUTES

The Yolo Habitat Conservancy Board met on the 21st day of September, 2020, via teleconference at 5:30 p.m. pursuant to the Governor's Executive Order N-29-20 (March 17, 2020), available at the following [link](#).

Present: Martha Guerrero
Pierre Neu
Gary Sandy
Don Saylor
Matt Dulcich, Ex-Officio

Absent: Will Arnold
Xochitl Rodriguez

Staff Present: Alexander Tengolics, Executive Director
Charlie Tschudin, Associate Planner
Phil Pogledich, County Counsel
Lupita Ramirez, Deputy Clerk

5:30 P.M. CALL TO ORDER

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

Minute Order No. 20-29: Approved agenda as submitted.

MOTION: Neu. SECOND: Sandy. AYES: Guerrero, Neu, Sandy, Saylor.
ABSENT: Arnold, Rodriguez

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 CALENDAR

Minute Order No. 20-30: Approved Consent Agenda Item Nos. 6-9.

MOTION: Sandy. SECOND: Guerrero. AYES: Guerrero, Neu, Sandy, Saylor. ABSENT: Arnold, Rodriguez.

6. Approve July 20, 2020 meeting minutes

Approved the minutes of July 20, 2020 on Consent.

7. Authorize Chair to execute a contract with Lance, Soll & Lunghard, LLP not to exceed \$40,604 for audit services through December 31, 2021 with the option to extend for two subsequent fiscal years

Approved **Agreement No. 20-04** on Consent.

8. Approve first amendment to contract with Consero Solutions to increase contract amount by \$20,000 for a contract maximum of \$50,000 for assistance with a RFP for a comprehensive monitoring concept and to extend the term through June 30, 2021

Approved **Agreement No. 20-05** on Consent.

9. Receive FY 19-20 easement endowment report, approve amendment to agreement with the California Waterfowl Association, and authorize the transfer of the endowment associated with Chickahominy Creek Ranch 1 to the California Waterfowl Association

Approved **Agreement No. 20-06** on Consent.

REGULAR AGENDA

10. Approve revised Advisory Committee composition

This item was continued to the November 16, 2020 meeting.

11. Approve Memorandum of Understanding with Yolo County Natural Resources Division regarding Cache Creek Area Plan projects and payment of land cover fees for permanent impacts to 37 acres of bank swallow habitat

Minute Order No. 20-31: Approved recommended action by **Agreement No. 20-07**.

MOTION: Sandy. SECOND: Guerrero. AYES: Guerrero, Neu, Sandy, Saylor. ABSENT: Arnold, Rodriguez.

12. Receive FY19-20 year end fiscal report and authorize staff to evaluate and implement a transition to an operational fund model

Minute Order No. 20-32: Approved recommended action.

MOTION: Sandy. SECOND: Neu. AYES: Guerrero, Neu, Sandy, Saylor.
ABSENT: Arnold, Rodriguez.

13. Executive Director's Report

Received report from the Executive Director.

ADJOURNMENT

Next meeting scheduled for: November 16, 2020

Yolo Habitat Conservancy

Meeting Date: 11/16/2020

Information

SUBJECT

Receive and file year to date fiscal report

Attachments

Staff Report

Attachment A. Fiscal Report

Form Review

Inbox

Reviewed By

Date

Alexander Tengolics

Alexander Tengolics

11/12/2020 10:22 AM

Alexander Tengolics

Alexander Tengolics

11/12/2020 12:15 PM

Form Started By: Alexander Tengolics

Started On: 11/09/2020 12:58 PM

Final Approval Date: 11/12/2020



Yolo Habitat Conservancy

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

To: Don Saylor, Chair
Members of the Board

From: Alexander Tengolics, Executive Director

Re: Receive and file year to date fiscal update

Date: November 16, 2020

REQUESTED ACTIONS:

1. Receive and file year to date fiscal update

BACKGROUND:

As part of the Conservancy's regular financial updates to the Board, staff provides a fund-level financial report (Attachment A). This report includes year to date (November 1, 2020) revenues and expenditures. Of note:

- Revenues and expenditures in the Mitigation Fee Fund are both under budget year-to-date. Current Mitigation Fee Fund revenues are \$24,944 with expenditures of \$94,438. Staff anticipates land cover fee paying projects will move forward in the second half of the fiscal year and the initially budgeted Mitigation Fee Fund revenues of \$397,600 are still potentially achievable. Additionally, the County Administrator's Office is within budget year to date for administrative services.
- Grant revenues year to date are \$11,424. The current remaining balance on the California Department of Fish and Wildlife Local Assistance Grant is \$77,716.25 and \$70,575.83 for the Wildlife Conservation Board grant. This does not include two additional September grant invoices which staff is currently compiling and will be submitting for reimbursement shortly. Additionally, following the administrative transition, staff reviewed all grant tasks and deliverables and will be submitting grant amendments requesting minor changes to the tasks and deliverable of both grants and extending the term of the grants through December 2021.

ATTACHMENTS:

Attachment A. Fiscal Report

FY20-21 Year to Date Fiscal Report (November 2020)

Fund #	Description	Beginning Balance	Revenue	Expenditure	Variance	Current Balance	Revenue Budget to Actual	Expenditure Budget to Actual
6944	Mitigation Fee Fund	\$ 332,811	\$ 24,944	\$ (94,483)	\$ (69,539)	\$ 263,272	6%	11%
	<i>Revenues</i>							
	Fees	\$	24,944					
	<i>Expenditures</i>							
	Insurance-public liability			\$ (500)				
	Prof & spec svc-other			\$ (93,983)				
6945	Mitigation Account Fund	\$ 736,373	\$ -	\$ (598)	\$ (598)	\$ 735,775	0%	0%
	<i>Expenditures</i>							
	Prof & spec svc-other			\$ (598)				
6946	Grant Fund	\$ (33,792)	\$ 11,424	\$ (36,312)	\$ (24,888)	\$ (58,680)	0%	1%
	<i>Revenues</i>							
	Other revenue- State	\$	11,424					
	<i>Expenditures</i>							
	Prof & spec svc-other			\$ (36,312)				
6948	Post Permit Endowment	\$ 19,825	\$ 544	\$ -	\$ 544	\$ 20,369		
	<i>Revenues</i>							
	Misc revenues	\$	544					
6949	Other Revenue Fund	\$ 42,255	\$ 770	\$ (8,708)	\$ (7,938)	\$ 34,318	1%	19%
	<i>Revenues</i>							
	Misc revenues	\$	770					
	<i>Expenditures</i>							
	Prof & spec svc-other			\$ (8,708)				
All Funds		\$ 1,097,472	\$ 37,682	\$ (140,101)	\$ (102,419)	\$ 995,053	1%	2%

Yolo Habitat Conservancy

Meeting Date: 11/16/2020

Information

SUBJECT

Approve fifth amendment to contract with Urban Economics to increase contract amount by \$10,000 for a contract maximum of \$40,000

Attachments

Staff Report

Attachment A. Amendment

Form Review

Inbox	Reviewed By	Date
Alexander Tengolics	Alexander Tengolics	11/10/2020 02:00 PM
Alexander Tengolics	Alexander Tengolics	11/10/2020 02:00 PM
Form Started By: Alexander Tengolics		Started On: 11/04/2020 09:17 AM
Final Approval Date: 11/10/2020		



Yolo Habitat Conservancy

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

To: Don Saylor, Chair
Members of the Board

From: Alexander Tengolics
Executive Director

Re: Approve fifth amendment to contract with Urban Economics to increase contract amount by \$10,000 for a contract maximum of \$40,000

Date: November 16, 2020

REQUESTED ACTION:

1. Approve fifth amendment to contract with Urban Economics to increase contract amount by \$10,000 for a contract maximum of \$40,000 (Attachment A.)

BACKGROUND:

The Conservancy has worked with Robert Spencer of Urban Economics for over seven years, including development of the funding model for the Yolo HCP/NCCP and serving on the Conservancy's Finance Committee. Urban Economics continues to advise the Conservancy on implementation policies related to the funding model, including the discounts provided to permit applicants if they provide land or mitigation receiving site credits in lieu of the land cover or wetland fees. Staff recommends a contract amendment for \$10,000 with Urban Economics to cover the costs of updating the Conservancy's fees to reflect the cost of applicants planting native species related to elderberry bush transplants rather than the Conservancy as currently reflected in the Conservancy's fee model.

ATTACHMENTS:

Attachment A. Amendment

AGREEMENT NO. _____

Fifth Amendment to Agreement with Urban Economics for Plan Financing and Related Consulting Services for the Yolo HCP/NCCP

THIS FIFTHAMENDMENT to the February 22, 2016 Agreement with Urban Economics is entered into as of the 16th day of November 2020 by and between the Yolo Habitat Conservancy (“the Conservancy”), and Urban Economics (“Consultant”), who agree as follows:

AMENDMENT

1. Paragraph 3 of the Agreement is hereby amended to include the following language:

Total compensation to Consultant shall not exceed ~~\$30,000~~\$40,000. Hourly rates shall not increase during the term of this Agreement.

2. Except as modified by this Fifth Amendment, the terms and conditions of the February 22, 2016 Agreement shall remain in full force and effect.

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

YOLO HABITAT CONSERVANCY

CONSULTANT

By _____
Don Saylor, Chair
Yolo Habitat Conservancy Board of Directors

By _____
Robert Spencer
Urban Economics

Approved as to Form:

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

Yolo Habitat Conservancy

Meeting Date: 11/16/2020

Information

SUBJECT

Approve contract amendments with on-call real estate acquisition consultants Conservation Land Group, Dokken Engineering, and LSA Associates to extend the term for each of these contracts through June 30, 2022 and to increase the contract amount for Conservation Land Group and Dokken Engineering by \$20,000 for a contract maximum of \$50,000

Attachments

Staff Report

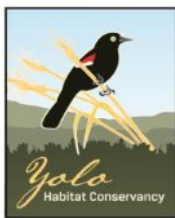
Attachment A. CLG Amendment

Attachment B. Dokken Amendment

Attachment C. LSA Amendment

Form Review

Inbox	Reviewed By	Date
Alexander Tengolics	Alexander Tengolics	11/10/2020 08:22 AM
Alexander Tengolics	Alexander Tengolics	11/10/2020 08:23 AM
Form Started By: Alexander Tengolics		Started On: 11/09/2020 11:59 AM
Final Approval Date: 11/10/2020		



Yolo Habitat Conservancy

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

To: Don Saylor, Chair
Members of the Board

From: Alexander Tengolics, Executive Director

Re: Approve contract amendments with on-call real estate acquisition consultants Conservation Land Group, Dokken Engineering, and LSA Associates to extend the term for each of these contracts through June 30, 2022 and to increase the contract amount for Conservation Land Group and Dokken Engineering by \$20,000 for a contract maximum of \$50,000

Date: November 16, 2020

REQUESTED ACTIONS:

1. Approve first amendment to contract with Conservation Land Group to increase contract amount by \$20,000 for a contract maximum of \$50,000 and extend the term through June 30, 2022 (Attachment A.)
2. Approve first amendment to contract with Dokken Engineering to increase contract amount by \$20,000 for a contract maximum of \$50,000 and extend the term through June 30, 2022 (Attachment B.)
3. Approve first amendment to contract with LSA Associates to extend the contract term through June 30, 2022 (Attachment C.)

BACKGROUND:

The Board of Directors previously approved contracts with Conservation Land Group, Dokken Engineering, and LSA Associates for on-call real estate assistance services on February 26, 2018 after Conservancy staff conducted a request for qualifications solicitation process to identify qualified entities with real estate expertise to assist the Conservancy with conservation easement acquisitions. Of the consulting firms that responded to the solicitation, Conservation Land Group, Dokken Engineering, and LSA Associates were the firms that received the highest overall scores.

Each original contract agreement was established at \$30,000 with a term from February 26, 2018 through December 31, 2020. Staff recommend extending these contracts through June 30, 2022 and adding \$20,000 each to the contracts with Conservation Land Group and Dokken Engineering. The services provided by these consultants will aid in efforts to complete due diligence activities necessary

to establish conservation easements and enroll sites into the Yolo HCP/NCCP Reserve System. The Conservancy's efforts to establish Yolo HCP/NCCP conservation easements has increased this year due to the recent award of Section 6 acquisition grant funding. The Conservancy will pay for activities conducted under these contracts from the Mitigation Fee Fund – Reserve System and count these expenditures towards Section 6 grant match requirements.

ATTACHMENTS:

Attachment A. Conservation Land Group Contract Amendment

Attachment B. Dokken Engineering Contract Amendment

Attachment C. LSA Associates Contract Amendment



AGREEMENT NO. _____

**First Amendment to Agreement with Conservation Land Group, Inc. for
On-Call Real Estate Assistance Services for the Yolo HCP/NCCP**

THIS FIRST AMENDMENT to the February 26, 2018 Agreement with Conservation Land Group, Inc. is entered into as of the 16th day of November 2020 by and between the Yolo Habitat Conservancy (“the Conservancy”), and Conservation Land Group, Inc. (“Consultant”), who agree as follows:

AMENDMENT

1. Paragraph 2 of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

Consultant shall perform said services between February 26, 2018 and ~~December 31, 2020~~ June 30, 2022. Either party may terminate this Agreement for any reason by providing thirty (30) days advance written notice of termination to the other party. In addition, the Conservancy may suspend work under this Agreement at any time by providing written notice to Consultant, who shall cease all work immediately upon receipt thereof until otherwise directed by the Conservancy.

2. Paragraph 3 of the Agreement is hereby amended to include the following language:

Total compensation to Consultant shall not exceed the rates set forth in Attachment A, nor shall total compensation exceed ~~\$30,000~~ \$50,000. Hourly rates shall not increase during the term of this Agreement.

3. Except as modified by this First Amendment, the terms and conditions of the February 26, 2018 Agreement shall remain in full force and effect.

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

YOLO HABITAT CONSERVANCY

CONSULTANT

By _____
Don Saylor, Chair
Yolo Habitat Conservancy Board of Directors

By _____
Kevin Knowles, President
Conservation Land Group, Inc.

Approved as to Form:

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

AGREEMENT NO. _____

**First Amendment to Agreement with Dokken Engineering for
On-Call Real Estate Assistance Services for the Yolo HCP/NCCP**

THIS FIRST AMENDMENT to the February 26, 2018 Agreement with Dokken Engineering, Inc. is entered into as of the 16th day of November 2020 by and between the Yolo Habitat Conservancy (“the Conservancy”), and Dokken Engineering (“Consultant”), who agree as follows:

AMENDMENT

1. Paragraph 2 of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

Consultant shall perform said services between February 26, 2018 and ~~December 31, 2020~~ June 30, 2022. Either party may terminate this Agreement for any reason by providing thirty (30) days advance written notice of termination to the other party. In addition, the Conservancy may suspend work under this Agreement at any time by providing written notice to Consultant, who shall cease all work immediately upon receipt thereof until otherwise directed by the Conservancy.

2. Paragraph 3 of the Agreement is hereby amended to include the following language:

Total compensation to Consultant shall not exceed the rates set forth in Attachment A, nor shall total compensation exceed ~~\$30,000~~ \$50,000. Hourly rates shall not increase during the term of this Agreement.

3. Except as modified by this First Amendment, the terms and conditions of the February 26, 2018 Agreement shall remain in full force and effect.

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

YOLO HABITAT CONSERVANCY

CONSULTANT

By _____
Don Saylor, Chair
Yolo Habitat Conservancy Board of Directors

By _____
Richard Liptak, President
Dokken Engineering

Approved as to Form:

By _____
Philip J. Pogledich, County Counsel

Counsel to the Yolo Habitat Conservancy

AGREEMENT NO. _____

**First Amendment to Agreement with LSA Associates, Inc. for
On-Call Real Estate Assistance Services for the Yolo HCP/NCCP**

THIS FIRST AMENDMENT to the February 26, 2018 Agreement with LSA Associates, Inc. is entered into as of the 16th day of November 2020 by and between the Yolo Habitat Conservancy (“the Conservancy”), and LSA Associates, Inc. (“Consultant”), who agree as follows:

AMENDMENT

1. Paragraph 2 of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

Consultant shall perform said services between February 26, 2018 and ~~December 31, 2020~~ June 30, 2022. 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. Except as modified by this First Amendment, the terms and conditions of the February 26, 2018 Agreement shall remain in full force and effect.

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

YOLO HABITAT CONSERVANCY

CONSULTANT

By _____
Don Saylor, Chair
Yolo Habitat Conservancy Board of Directors

By _____
Rob McCann, CEO
LSA Associates, Inc.

Approved as to Form:

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

Yolo Habitat Conservancy

Meeting Date: 11/16/2020

Information

SUBJECT

Authorize the Executive Director to make minor modifications as-needed and take any further actions necessary to execute a Memorandum of Understanding with Yolo County regarding conservation and restoration activities at the Correll property

Attachments

Staff Report

Attachment A. MOU

Attachment B. Map

Form Review

Inbox

Reviewed By

Date

Alexander Tengolics

Alexander Tengolics

11/10/2020 01:44 PM

Alexander Tengolics

Alexander Tengolics

11/10/2020 01:45 PM

Form Started By: Alexander Tengolics

Started On: 11/09/2020 01:52 PM

Final Approval Date: 11/10/2020



Yolo Habitat Conservancy

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

To: Don Saylor, Chair
Members of the Board

From: Alexander Tengolics, Executive Director

Re: Authorize the Executive Director to make minor modifications as-needed and take any further actions necessary to execute a Memorandum of Understanding with Yolo County regarding conservation and restoration activities at the Correll property

Date: November 16, 2020

REQUESTED ACTIONS:

1. Authorize the Executive Director to make minor modifications as-needed and take any further actions necessary to execute a Memorandum of Understanding with Yolo County regarding conservation and restoration activities at the Correll property (Attachment A)

BACKGROUND:

The Correll property is owned by Yolo County and located within the Cache Creek corridor. The Conservancy Board approved the inclusion of the Correll property as a candidate Yolo HCP/NCCP conservation easement site on May 18, 2020. In addition to the site being identified as a candidate conservation easement site, the Conservancy's Science and Technical Advisory Committee (STAC) has also identified the site as being suitable for the planting and transplanting of elderberry shrubs as-needed to mitigate for potential impacts to valley elderberry longhorn beetle (VELB). While the Conservancy does not currently have applications for HCP/NCCP coverage that require VELB mitigation, it is anticipated that several projects seeking HCP/NCCP coverage within the next 1-3 years will need VELB mitigation. The purpose of the attached Memorandum of Understanding between Yolo County and the Conservancy is twofold: it provides a framework under which the Conservancy will coordinate with Yolo County to complete the establishment of a conservation easement and VELB mitigation areas on the property, and authorizes near-term site access to Conservancy representatives and contractors as necessary to complete due diligence activities required by the HCP/NCCP.

ATTACHMENTS:

Attachment A. Memorandum of Understanding

Attachment B. Location map of Correll property

Yolo County Agreement No. _____

Yolo Habitat Conservancy Agreement No. _____

MEMORANDUM OF UNDERSTANDING REGARDING CONSERVATION AND RESTORATION ACTIVITIES AT THE CORRELL PROPERTY

This Memorandum of Understanding (“MOU”) is dated for reference purposes only as of December 1, 2020 by and between the County of Yolo (“County”) and the Yolo Habitat Conservancy (“Conservancy”) (collectively, the “Parties”).

RECITALS

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

WHEREAS, the partnership envisioned in Resolution No. 14-126 included habitat conservation easements on between 250 and 660 acres of land within the area covered by Cache Creek Area Plan (“CCAP”), including associated management and related activities;

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

WHEREAS, the purpose of this MOU is to confirm the County and the Conservancy’s mutual interest in the establishment of a Yolo HCP/NCCP conservation easement (“Conservation Easement”) and potential future habitat restoration activities on the Correll site (the “Property”), a 39.8 acre County-owned property located along Cache Creek and within CCAP boundaries, and to provide a revocable license for Conservancy staff and contractors to access the Property to conduct due diligence activities as required prior to finalizing and recording the Conservation Easement.

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

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

with the Conservancy to provide for permanent conservation and management of the site through a habitat conservation easement.

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

2. Permitted Use of Property. The Conservancy and its authorized designees (subject to Section 3, below) may conduct reasonable and customary due diligence activities on the Property as deemed appropriate by the Conservancy, in its reasonable discretion, to establish the Conservation Easement as part of implementation of the Yolo HCP/NCCP. The Conservancy and its authorized designees, including but not limited to biologists and other contractors retained by the Conservancy or any participant (including special participating entities) in implementation of the Yolo HCP/NCCP, may also access and use portions of the Property to identify areas suitable for Transplanting, transport equipment, personnel, and materials necessary to implement the Transplanting. This right of access for the purpose of due diligence activities necessary prior to finalization of the Conservation Easement and all activities associated with Transplanting prior to recording of the Conservation Easement shall constitute a license subject to revocation at any time by the County Administrator or its authorized designee(s). The Conservancy's rights under the license include the right to access and perform all work required to sustain the plants and any other restoration project components over time, including for purposes of invasive weed control, erosion reduction, and other reasonably related purposes. Conservancy shall not store equipment or materials on the Property or engage in any other use not expressly set forth herein.

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

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

4. Release. In consideration for allowing the Conservancy to use the Property as set forth in Section 2, above, the Conservancy releases from liability and waives any right to sue the County, its officers, employees, contractors, and agents ("Released Parties") for any claim, demand, or action, including negligence, for any injury, illness, death, property damage, loss or expense, including attorneys' fees, the Conservancy or any of its employees, agents, contractors (including all

subcontractors), officers or volunteers may suffer or that may result from the Conservancy's use of the Property, wherever or however such loss may occur.

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

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

7. Property Conservation and Management. Subsequent to the execution of this MOU, the County Administrator or their authorized designee(s) shall cooperate in good faith with the Conservancy Executive Director or their authorized designee(s) to allow for the completion of due diligence activities and to take all steps necessary to finalize and execute (upon subsequent approval of their respective governing boards, if necessary) a habitat conservation easement of perpetual duration on the Property. The County Administrator and Conservancy Executive Director are authorized to coordinate with County Counsel and Conservancy Counsel to make minor modifications as needed to the draft Conservation Easement (**Attachment B**) provided such modifications are consistent with the purpose of this MOU, as set forth in Section 1, above, and take any further actions necessary to enroll the Property into the Yolo HCP/NCCP reserve system. . The Conservancy shall bear all costs (excluding County staff time) associated with the preparation and recording of the habitat conservation easement and any related documents, such as a management plan.

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

8. Liens. The Conservancy shall not permit to be placed against the Property, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors' liens with regard to the Conservancy's actions on the Property. The Conservancy agrees to hold the County harmless for

any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

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

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

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

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

COUNTY OF YOLO

YOLO HABITAT CONSERVANCY

By: _____
Patrick Blacklock, County Administrator

By: _____
Alexander Tengolics, Executive Director

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Eric May, Senior Deputy County Counsel

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

ATTACHMENT A

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

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

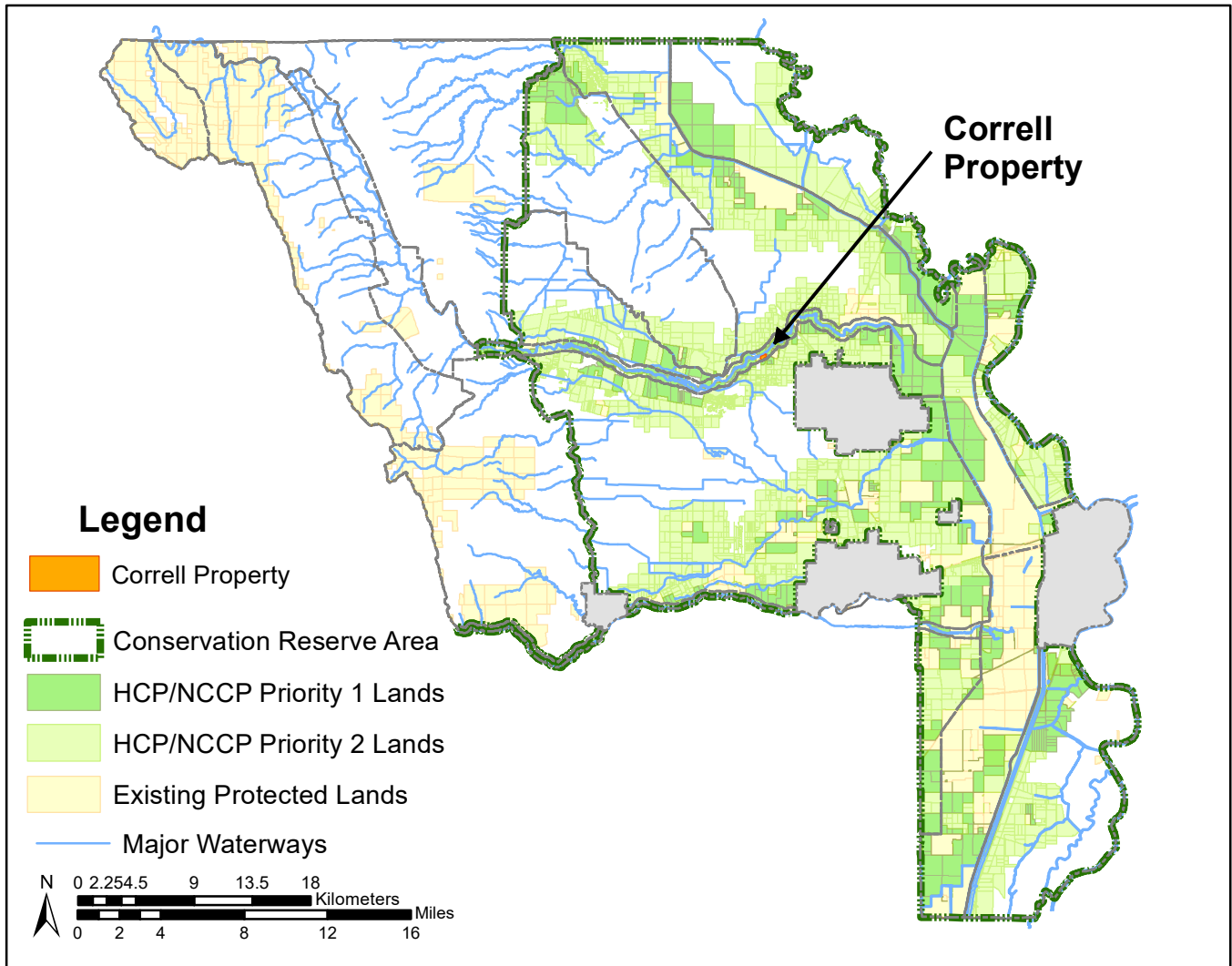
1. They are legally authorized to bind Sublicensee to all of the terms and conditions of the MOU that are applicable to the Yolo Habitat Conservancy (“Conservancy”);
2. They have carefully read, understand, and accept all of the terms and conditions of the MOU, including but not limited to the release,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

Dated: _____

Name: _____

Title: _____

Location of Correll Property within the Yolo HCP/NCCP Plan Area



Yolo Habitat Conservancy

Meeting Date: 11/16/2020

Information

SUBJECT

Approve response to Grand Jury Report regarding the Yolo Habitat Conservancy

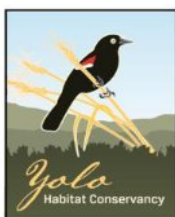
Attachments

Staff Report

Attachment A. Response

Form Review

Inbox	Reviewed By	Date
Alexander Tengolics	Alexander Tengolics	11/10/2020 08:49 AM
Alexander Tengolics	Alexander Tengolics	11/10/2020 08:50 AM
Form Started By: Alexander Tengolics		Started On: 11/04/2020 09:03 AM
Final Approval Date: 11/10/2020		



Yolo Habitat Conservancy

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

To: Don Saylor, Chair
Members of the Board

From: Alexander Tengolics
Executive Director

Re: Approve response to Grand Jury Report regarding the Conservancy

Date: November 16, 2020

REQUESTED ACTION:

1. Approve the attached response (Attachment. A) to the 2019-20 Grand Jury Report entitled: The Hawk, the Beetle, and the Budget: An Evaluation of the Approved Yolo Habitat Conservation Plan in its First 16 Months
2. Direct the Executive Director to transmit the response to Judge Cortés of the Superior Court and to the Grand Jury.

BACKGROUND:

Penal Code Sections 933 and 933.05 require the Board of Directors and the Executive Director to respond to the findings and recommendations of the Grand Jury in the above-mentioned report. The attachment represents the proposed consolidated response of the Board and the Executive Director. Upon approval by the Board, the response will be transmitted to Judge Cortés (assigned to the Grand Jury) and to the Grand Jury.

ATTACHMENTS:

Attachment A. Response



Yolo Habitat Conservancy

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

To: Honorable Sonia Cortés
Superior Court of California, County of Yolo
1000 Main Street
Woodland, CA 95695

November 16, 2020

To: Yolo County Grand Jury
P.O. Box 2142
Woodland, CA 95776

via e-mail: grandjury@yolocounty.org

RE: 2019-2020 Yolo County Grand Jury Report: The Hawk, the Beetle, and the Budget: An Evaluation of the Approved Yolo Habitat Conservation Plan in its First 16 Months

Honorable Sonia Cortés:

This letter responds to the findings and recommendations in the 2019-2020 Yolo County Grand Jury Report titled, “An Evaluation of the Approved Yolo Habitat Conservation Plan in its First 16 Months”. This response is provided by the Board of Directors of the Yolo Habitat Conservancy and its Executive Director.

F1. The YHC is a business attached to a cause (habitat and species conservation). If the business model fails (due to poor management or insufficient revenue), the Plan’s conservation objectives will not be accomplished.

Response: The respondents agree with this finding conceptually, but disagree with the characterization that YHC is a business. While YHC may be an enterprise, it is not a business, it is a public agency and seeks to maximize public benefits.

F2. The Plan as developed and approved is well constructed to accomplish its species and habitat conservation goals.

Response: The respondents agree with this finding.

F3. The Plan provides a centralized process for the mitigation of covered species / habitat impacts, for obtaining incidental take permits, and for the coordinated establishment of contiguous conservation lands in Yolo County that effectively benefit the Plan’s 12 covered species.

Response: The respondents agree with this finding.

- F4. The Swainson's Hawk is the covered species most associated with agricultural landscapes in Yolo County. Developing a workable conservation strategy for the hawk balances maintaining an economically viable agricultural landscape with protecting foraging and nesting habitats.**

Response: The respondents agree with this finding.

- F5. The Plan as developed by the YHC focused primarily on its conservation goals but failed to anticipate a sound financial model for its implementation and its ongoing success over a 50-year term.**

Response: The respondents disagree with this finding. YHC has spent considerable time and effort developing a sustainable fiscal model. Furthermore, YHC reviews and updates its fiscal model on a recurring five-year basis per section 8.4.1.6.2 of the Yolo Habitat Conservation Plan/Natural Community Conservation Plan.

- F6. For the Plan to endure and prosper, the YHC requires leadership from a person with a business management skill set who has some knowledge of conservation, as opposed to a conservation-oriented person who has some knowledge of business.**

Response: The respondents agrees that sound management is imperative to the success of any organization. However, the respondents also find it is important that YHC leadership, staff, and consultants have both management and conservation competencies.

- F7. The YHC Board of Directors has not developed a clear strategy that includes having an executive director in place whose daily responsibilities focus on managing money, people, and risk.**

Response: The respondents disagree with this finding. As of July 1, 2020, YHC has contracted with Yolo County for general administration of YHC. The scope of work is as follows:

The County Administrator's Office (CAO) will be responsible for the general administration and shall serve as the Executive Director of the Yolo County Habitat Conservancy and administer the Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) under the direction of the Board of Directors pursuant to Section 7.1 of the Joint Powers Agreement of the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency. In conjunction with the existing Memorandum of Understanding with the Yolo County Department of Financial Services, these two agreements for service will be inclusive of all administrative, legal, human resource, finance, budget, and related administrative functions, as well as all oversight and administration of programmatic functions of HCP/NCCP including permitting, acquisition of easements, and management and monitoring tasks that are consultant staffed.



- F8. The future survival of the Plan depends upon the YHC Board of Directors' ability to limit its administrative expenses to match that portion of its revenue allocated to administration staff size and composition (a balance of YHC staff and consultants).**

Response: The respondents agree with this finding.

- F9. The Plan provides the YHC Board of Directors with the authority to partner with an existing land management agency (a plan operator) such as the Natomas Basin Conservancy that has an existing staff with the required qualifications and infrastructure to manage the Plan and to hire and manage the necessary environmental consultants.**

Response: The respondents agree with this finding.

- F10. The YHC Board of Directors has the authority to approve integration of YHC operations into the Office of the Yolo County Administrator with that office providing 20% of a manager position and 50% of an analyst position.**

Response: The respondents agree with this finding.

- F11. The availability of backup funding from JPA members is necessary for the Plan to survive.**

Response: The respondents disagree with this finding. While YHC has previously solicited loans and prepayments from member agencies, its FY20-21 budget does not contemplate additional loans or prepayments from member agencies.

- R1. By October 1, 2020, the YHC Board of Directors should find a person, plan operator, or other entity with the business skills needed to manage and lead the Plan in the short term as the interim executive director's contract expires.**

Response: This recommendation has already been implemented. As of July 1, 2020, YHC has contracted with Yolo County for general administration.

- R2. By December 31, 2020, the YHC Board of Directors should identify the specific business qualifications and skill sets required for an executive director or a plan operator to manage and lead the YHC in the long term.**

Response: This recommendation will not be implemented as it is not warranted. As of July 1, 2020, YHC has contracted with Yolo County for general administration. The contract term is July 1, 2020 to June 30, 2021. In the event the YHC Board of Directors is not satisfied with the County's administration of YHC it can terminate or not renew the contract.

- R3. By December 31, 2020, the YHC Board of Directors should do an analysis to match the YHC's staff size and composition (a balance of employees and consultants) with both its revenue and its conservation mission.**



Response: This recommendation will not be implemented as it is not warranted. YHC evaluates and forecasts its organizational needs as part of its annual budget process. Accordingly, at the present time and for the foreseeable future, agency staffing (including consultant support) will adjust from time to time to match revenues and needs.

- R4. By March 31, 2021, the YHC Board of Directors should evaluate how well the person, plan operator, or other entity chosen to manage and lead the YHC is serving the needs of the Plan and how well the Plan is serving Yolo County and the four cities that comprise the JPA.**

Response: This recommendation will not be implemented as it is not warranted. As of July 1, 2020, YHC has contracted with Yolo County for general administration. In the event the YHC Board of Directors is not satisfied with the County's administration of YHC it can terminate or not renew the contract. As mentioned above, the contract term is July 1, 2020 to June 30, 2021 and an evaluation of whether to extend this arrangement—which will include a consideration of the issues mentioned in this recommendation—will therefore occur on or before that date.

- R5. By April 15, 2021, the evaluation of the person, plan operator, or other entity chosen to manage and lead the YHC should be made available to the public on the YHC website.**

Response: This recommendation will not be implemented as it is not warranted. To the extent this recommendation contemplates disclosure of a personnel evaluation, evaluations of specific individuals are generally confidential and not subject to disclosure under state law. Furthermore, there are a variety of other performance measures and metrics included within YHC's annual budget and budget goals that can be used to assess the progress of the organization. The budget and budget goals are considered at least annually at public meetings of the Board of Directors.

- R6. By June 30, 2021, the YHC Board of Directors and the member agencies of the JPA should evaluate whether the Plan would be best served by partnering with an existing plan operator, such as the Natomas Basin Conservancy.**

Response: This recommendation will be not be implemented as it is not warranted. As of July 1, 2020, YHC has contracted with Yolo County for general administration. In the event the YHC Board of Directors is not satisfied with the County's administration of YHC it can terminate or not renew the contract and determine if an alternative administrative model is necessary.



Yolo Habitat Conservancy

Meeting Date: 11/16/2020

Information

SUBJECT

Approve 2021 Board meeting calendar, establish Executive Committee, and increase Executive Director's expenditure authority limit from \$5,000 to \$25,000

Attachments

Staff Report

Attachment A. 2021 Board Calendar

Form Review

Inbox	Reviewed By	Date
Alexander Tengolics	Alexander Tengolics	11/10/2020 02:50 PM
Alexander Tengolics	Alexander Tengolics	11/10/2020 02:50 PM
Form Started By: Alexander Tengolics		Started On: 11/04/2020 09:07 AM
Final Approval Date: 11/10/2020		



Yolo Habitat Conservancy

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

To: Don Saylor, Chair
Members of the Board

From: Alexander Tengolics
Executive Director

Re: Approve 2021 Board meeting calendar, establish Executive Committee, and increase Executive Director's expenditure authority limit from \$5,000 to \$25,000

Date: November 16, 2020

REQUESTED ACTION:

1. Approve 2021 Board Meeting Calendar
2. Establish and appoint Chair and Vice-Chair to Board Executive Committee
3. Increase Executive Director's expenditure authority limit from \$5,000 to \$25,000

BACKGROUND:

For calendar year 2021, staff is recommending the attached calendar. The calendar retains the historical third Monday of every other month Board meeting. However, the calendar includes two "flexible" board meeting dates in March and July. These meetings would be canceled in the event there are no items requiring immediate Board attention. In conjunction with this schedule, staff is also recommending the Board establish and appoint the Chair and Vice-chair to a Board Executive Committee, from which the Executive Director could solicit as-needed input and feedback between Board meetings. Staff is also recommending the Board increase the Executive Director's expenditure authority limit from \$5,000 to \$25,000 to provide additional administrative flexibility and reduce the administrative burden of bringing small contracts and/or contract amendments to the Board.

ATTACHMENTS:

Attachment A. 2021 Board Calendar

Yolo Habitat Conservancy
SCHEDULE OF MEETINGS – 2021

MONTH	YHC BOARD
<i>January</i>	January 25* <i>[Jan 18 Martin Luther King Day]</i>
<i>February</i>	<i>No meeting</i>
<i>March</i>	March 15**
<i>April</i>	<i>No meeting</i>
<i>May</i>	May 17
<i>June</i>	<i>No meeting</i>
<i>July</i>	July 19**
<i>August</i>	<i>No meeting</i>
<i>September</i>	September 20
<i>October</i>	<i>No meeting</i>
<i>November</i>	November 15
<i>December</i>	<i>No meeting</i>

YHC Board meets from 5:30 – 7:00 pm.

***Please note that these meetings deviate from the normal Board meeting days.**

****Flexible meeting date that may be cancelled if there are no urgent items**

Yolo Habitat Conservancy

Meeting Date: 11/16/2020

Information

SUBJECT

Approve revised Advisory Committee composition

Attachments

Staff Report

Form Review

Inbox	Reviewed By	Date
Alexander Tengolics	Alexander Tengolics	11/12/2020 09:14 AM
Alexander Tengolics	Alexander Tengolics	11/12/2020 09:14 AM
Form Started By: Alexander Tengolics		Started On: 11/04/2020 09:06 AM
Final Approval Date: 11/12/2020		



Yolo Habitat Conservancy

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

To: Don Saylor, Chair
Members of the Board

From: Charlie Tschudin
Associate Planner

Re: Approve revised Advisory Committee composition

Date: November 16, 2020

REQUESTED ACTIONS:

1. Approve revised Advisory Committee composition and recruiting process

BACKGROUND:

At the September 2020 Board of Directors meeting, staff recommended that the Board reduce the total number of Implementation Advisory Committee members from 17 to 15, without making any changes to the Advisory Committee role or recruitment process. The purpose of this staff report is to provide clarity on the exact composition of the 15-member committee and incorporate feedback received at the September meeting related to the members' recruitment process, voting status, and term length. The Committee's focus is only to advise the Conservancy on development and management of the reserve system of properties and that charge will not change.

Staff recommends that the Board of Directors approve all appointments to the advisory committee with the exception of seats allocated to the member agencies and the Yocha Dehe Wintun Nation. The six members of the advisory body representing the Yocha Dehe Wintun Nation and the five member-agency jurisdictions may be filled directly without subsequent ratification or other action by the Board of Directors. Each of the five municipal jurisdictions must comply with requirements of the Maddy Act (Government Code section 54974) for unscheduled vacancies by posting a vacancy notice in the office of its clerk prior to any appointment. Likewise, the Conservancy must similarly comply with Maddy Act requirements for unscheduled vacancies of all other seats.

Below is a table summarizing the proposed recruitment process and voting status for the revised composition of the Advisory Committee:

Composition	Recruitment Process	Voting Status
One representative from each member agency jurisdiction (County of Yolo, City of Davis, City of West Sacramento, City of Winters, and City of Woodland)	Each of the five member-agency jurisdictions shall directly appoint representatives in compliance with the Maddy Act (Government Code section 54974)	Yes
One representative from the Yocha Dehe Wintun Nation	The Yocha Dehe Wintun Nation shall directly appoint a representative. As a sovereign tribal nation, the Maddy Act does not apply.	Yes
Three representatives from agricultural and wildlife conservation organizations	The Conservancy will comply with Maddy Act to recruit representatives from the appropriate organizations with a recommendation from the YHC Executive Director for approval by the Board of Directors.	Yes
One non-voting staff liaison from each of the member agency jurisdictions and one from the University of California, Davis	These non-voting participants are staff from the planning and sustainability departments. There is no need to comply with the Maddy Act for these liaison roles.	No
		Voting: 9 Non-voting: 6

The proposed term length for each of the 15-member advisory body is unchanged, members will serve for two—year terms with opportunities for renewal or replacement. The Conservancy will stagger the terms to ensure all terms do not expire in the same year. For the initial Implementation Advisory Committee composition, 8 members will serve for one year and 7 for two years. After the first year, the Conservancy will make all appointments for two-year terms.



Yolo Habitat Conservancy

Meeting Date: 11/16/2020

Information

SUBJECT

Executive Director's Report

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Alexander Tengolics	Alexander Tengolics	11/10/2020 08:03 AM
Alexander Tengolics	Alexander Tengolics	11/10/2020 08:23 AM
Form Started By: Alexander Tengolics		Started On: 11/04/2020 09:05 AM
Final Approval Date: 11/10/2020		