

# YOLO HABITAT CONSERVANCY

## AGENDA

May 15, 2023



### BOARD MEMBERS

GARY SANDY, COUNTY OF YOLO  
LUCAS FRERICHS, COUNTY OF YOLO  
WILL ARNOLD, CITY OF DAVIS  
VERNA Sulpizio Hull, CITY OF WEST SACRAMENTO  
RICHARD CASAVECCHIA, CITY OF WINTERS  
VICTORIA FERNANDEZ, CITY OF WOODLAND  
MABEL SALON, UNIVERSITY OF CALIFORNIA, DAVIS

### BOARD OF SUPERVISORS CHAMBERS

625 COURT STREET, ROOM 206  
WOODLAND, CA 95695

Zoom: <https://yolocounty.zoom.us/j/88494170941>

Meeting ID: 884 9417 0941

OR

By Phone: (408) 638-0968

Meeting ID: 884 9417 0941

NOTE: Effective May 15, 2023, all meetings of the Yolo Habitat Conservancy will be held in person. Meetings are open for public attendance, and a teleconference/Zoom link is provided above for members of the public to view the meeting and provide public comment remotely. In addition to in-person and remote public comment, 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.org](mailto:clerkoftheboard@yolocounty.org) 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.

Alexander Tengolics  
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 January 23, 2023 meeting minutes
7. Receive and file the 2023 Yolo HCP/NCCP Development Fees Automatic Inflation Adjustment Memorandum
8. Authorize the Yolo Habitat Conservancy Board Chair to sign letter of support for SB 256
9. Receive and file transmittal memo recommending the Turkovich Putah Creek Site for inclusion in the Yolo HCP/NCCP reserve system; approve the Turkovich Putah Creek Site as a candidate Yolo HCP/NCCP conservation easement site
10. Approve the Rodgers Property Conservation Easement and authorize the Executive Director to proceed with steps necessary to enroll the site in the Yolo HCP/NCCP reserve system

## REGULAR AGENDA

11. Receive and file 21-22 independent auditor's report and presentation from Lance, Soll & Lunghard, LLP
12. Approve 2023-24 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
13. Approve contract amendments with Estep Environmental Consulting, ICF Jones & Stokes Inc., and Conservation Land Group to extend through June 30, 2024, approve contract with Alford Environmental Consulting for \$160,000 through June 30, 2024, amend and extend the terms of Memorandum of Understanding with Yolo County for Administrative Services through June 30, 2024, and approve reimbursement agreement with the California Department of Fish and Wildlife for \$258,118 through June 30, 2028
14. Approve the conservation easement for the Lomita Property, authorize the use of up to \$470,000 of Yolo HCP/NCCP mitigation fee funds/Mitigation Trust Account funds to purchase the easement, and authorize the Executive Director to proceed with steps necessary to enroll the site in the Yolo HCP/NCCP reserve system
15. Executive Director's Report

**CLOSED SESSION**

16. **Conference with Real Property Negotiator**  
Pursuant to Government Code Section 54956.8  
Property: APN: 025-440-086 (portion)  
Agency Negotiator: Alexander Tengolics  
Negotiating Parties: PAI HAWK CREEK RANCH LLC  
X Price X Terms of Payment

**ADJOURNMENT**

Next meeting scheduled for: September 18, 2023

I declare under penalty of perjury that the foregoing agenda was posted May 12, 2023 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](http://www.yolohabitatconservancy.org)

By: \_\_\_\_\_  
Julie Dachtler, 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: 05/15/2023

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Information

SUBJECT

Approve January 23, 2023 meeting minutes

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Attachments

Attachment A. January 23, 2023 Minutes

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**Form Review**

Form Started By: Alexander Tengolics  
Final Approval Date: 05/04/2023

Started On: 04/14/2023 08:15 AM

# YOLO HABITAT CONSERVANCY

January 23, 2023

## MINUTES

The Yolo Habitat Conservancy Board met on the 23rd day of January, 2023, via [teleconference](#) at 5:30 p.m. pursuant to Government Code Section 54953(e)(1) (as amended by Assembly Bill 361), available at the following [link](#).

Present: Will Arnold  
Victoria Fernandez  
Dawnte Early  
Richard Casavecchia  
Gary Sandy  
Lucas Frerichs  
Mabel Salon, (non-voting)

Staff Present: Alexander Tengolics, Executive Director  
Phil Pogledich, County Counsel  
Charlie Tschudin, Assistant Planner  
Julie Dachtler, Clerk

### 5:30 P.M. CALL TO ORDER

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

Minute Order No. 23-01: Approved agenda as submitted.

MOTION BY: Fernandez / SECONDED BY: Frerichs  
AYES: Arnold, Casavecchia, Fernandez, Frerichs, Sulpizio Hull, Sandy.  
ABSENT: None.  
ABSTAIN: None.

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

There was no public comment.

5. Board Correspondence

There was no Board Correspondence.

## CONSENT AGENDA

Minute Order No. 23-02: Approved Consent Agenda Item Nos. 6-12 with comments made on Agenda Item No. 10.

MOTION BY: Frerichs / SECONDED BY: Fernandez  
AYES: Arnold, Casavecchia, Fernandez, Frerichs, Sulpizio Hull, Sandy.  
ABSENT: None.  
ABSTAIN: None.

- Pursuant to Assembly Bill 361, find that the Governor's emergency proclamation for the COVID-19 pandemic remains in effect and that meeting in person would present imminent risks to the health and safety of attendees.

Approved recommended action on Consent.

- Approve November 21, 2022 meeting minutes.

Approved the November 21, 2022 meeting minutes on Consent.

- Receive and file the updated Yolo HCP/NCCP Conservation Easement Template

Approved recommended action on Consent.

- Approve resolution authorizing the submittal of an application for grant funds from the Wildlife Conservation Board for the Conaway Ranch GGS2 conservation easement acquisition project.

Approved **Resolution No. 23-01** on Consent.

- Approve the conservation easement for the Yanci Ranch property and authorize the Executive Director to proceed with steps necessary to enroll the site in the Yolo HCP/NCCP reserve system.

Approved recommended action on Consent.

11. Approve the conservation easement for the Woodland Regional Park Preserve property, authorize the use of \$143,508 of Swainson's hawk mitigation funds and \$1,041,492 of Yolo HCP/NCCP mitigation fee funds to purchase the easement, and authorize the Executive Director to proceed with steps necessary to enroll the site in the Yolo HCP/NCCP reserve system.

Minute Order No. 23-03: Reconsidered Agenda Item No. 11.

MOTION BY: Arnold / SECONDED BY: Frerichs  
AYES: Arnold, Casavecchia, Fernandez, Frerichs, Sulpizio Hull, Sandy.  
ABSENT: None.  
ABSTAIN: None.

Minute Order No. 23-04: Approved recommended action.

MOTION BY: Arnold / SECONDED BY: Frerichs  
AYES: Arnold, Casavecchia, Frerichs, Sulpizio Hull, Sandy.  
ABSENT: None.  
ABSTAIN: Fernandez.

12. Receive and file year to date fiscal update

Approved recommended action on Consent.

## REGULAR AGENDA

13. Executive Director's Report

Received Executive Director's report.

14. Elect Chair and Vice-Chair.

Minute Order No. 23-05: Elected Board Member Sandy as Chair and Board Member Sulpizio Hull as Vice-Chair.

MOTION BY: Arnold / SECONDED BY: Frerichs  
AYES: Arnold, Casavecchia, Fernandez, Frerichs, Sulpizio Hull, Sandy.  
ABSENT: None.  
ABSTAIN: None.

15. Revise 2023 Board meeting schedule and approve increase to Executive Director's signing authority

Minute Order No. 23-06: Approved recommended action.

MOTION BY: Arnold / SECONDED BY: Fernandez  
AYES: Arnold, Casavecchia, Fernandez, Frerichs, Sulpizio Hull, Sandy.  
ABSENT: None.  
ABSTAIN: None.

16. Receive presentation and approve Yolo HCP/NCCP Temporary Impact Policy

Heather Nichols and Catherine Portman addressed the Board on this item.

Minute Order No. 23-07: Approved recommended action.

MOTION BY: Frerichs / SECONDED BY: Casavecchia  
AYES: Arnold, Casavecchia, Fernandez, Frerichs, Sulpizio Hull, Sandy.  
ABSENT: None.  
ABSTAIN: None.

17. Receive and file the Yolo HCP/NCCP Annual Report for FY21/22

Minute Order No. 23-08: Approved recommended action.

MOTION BY: Frerichs / SECONDED BY: Sulpizio Hull  
AYES: Arnold, Casavecchia, Fernandez, Frerichs, Sulpizio Hull, Sandy.  
ABSENT: None.  
ABSTAIN: None.

**ADJOURNMENT**

Next meeting scheduled for: May 15, 2023



Yolo Habitat Conservancy

Meeting Date: 05/15/2023

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Information

SUBJECT

Receive and file the 2023 Yolo HCP/NCCP Development Fees Automatic Inflation Adjustment Memorandum

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Attachments

Staff Report

Attachment A. 2023 Yolo HCP/NCCP Development Fees Automatic Inflation Adjustment Memorandum

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Form Review

Form Started By: Alexander Tengolics

Started On: 05/01/2023 09:30 AM

Final Approval Date: 05/08/2023



# Yolo Habitat Conservancy

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

To: Gary Sandy, Chair  
Members of the Board

From: Alexander Tengolics  
Executive Director

Re: Receive and file the 2023 Yolo HCP/NCCP Development Fees Automatic Inflation Adjustment Memorandum

Date: May 15, 2023

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## REQUESTED ACTION:

Receive and files the 2023 Yolo HCP/NCCP Development Fees Automatic Inflation Adjustment Memorandum

## BACKGROUND:

Section 4.C of the Conservancy's adopted fee ordinance (Ordinance No. 2018-1) states that mitigation fees shall be adjusted annually by the Executive Director on or about March 15 of each year using the automatic adjustment methodology specified in Section 8.4.1.6.1 of Chapter 8 and Table 8-10. This automatic inflation adjustment to the Yolo HCP/NCCP's development fees was established to ensure that revenue from development fees keep pace with the effect of inflation on Yolo HCP/NCCP implementation costs. The table below shows the automatic fee inflation adjustment for 2023. The approach and methodology used to determine the automatic fee inflation adjustment is described in the attached memorandum (Attachment A). The automatic fee adjustment for 2023 was effective as of March 27, 2023.

**Table 1: 2023 Development Fees Automatic Inflation Adjustment**

Development Fee	Unit	Current Fee	Inflation Adjustment	Revised Fee
Land Cover Fee	per acre	\$15,629	3.7%	\$16,202
Wetland Fee				
Fresh Emergent Marsh	per acre	\$80,864	8%	\$87,337
Valley Foothill Riparian	per acre	\$85,009	8%	\$91,814
Lacustrine and Riverine	per acre	\$65,854	8%	\$70,046

**Attachment:**

Attachment A. 2023 Yolo HCP/NCCP Development Fees Automatic Inflation Adjustment Memorandum



## MEMORANDUM

To: Alexander Tengolics  
From: Charlie Tschudin  
Date: March 27, 2023  
Subject: 2023 Habitat Agency Development Fees Adjustment

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Chapter 8 of the Yolo HCP/NCCP (Plan) requires an automatic inflation adjustment to the Plan's development fees and describes the adjustment process.<sup>1</sup> These fees are a critical revenue source providing a majority of the Plan's total funding. The Conservancy makes this adjustment annually to ensure that Plan revenues from development fees keep pace with the effect of inflation on Plan costs. The ordinance adopting the development fees incorporates this annual adjustment, so this is an administrative process that does not require Conservancy Board approval. The purpose of this memorandum is to describe the fee adjustment methodology and provide a revised development fee schedule for 2023. The approach and methodology described in this memorandum was reviewed and approved by the economic consultant that drafted Chapter 8 of the Plan (Urban Economics).

The Plan includes two development fees based on the type of permanent impact caused by the activity seeking coverage under the Plan: a land cover fee and a wetland fee. The Plan also has development fees for temporary impacts from activities subject to the land cover and wetland fees. Temporary fees are calculated based on the same fees as the fee for permanent impacts and adjusted for the length of time that the impact occurs.

### Adjustment Methodology and Data

Plan implementation costs include a wide range of cost categories affected in varying ways by inflation. The automatic inflation adjustment method breaks Plan costs into two primary cost categories to allow the use of a different inflation index more closely related to each category. The Plan's recommended inflation indices are from federal government and professional land appraisal sources and are widely used to estimate inflation across various sectors of the economy. The two cost categories are:

1. Land acquisition (reserve system assembly costs)
2. All other Plan costs (e.g. maintenance, monitoring, restoration, and program administration)

Land acquisition costs are treated separately from other Plan costs because land costs (1) are a significant share of total Plan costs and (2) are influenced by agricultural economic factors that are different from those factors affecting other Plan costs, and (3) tend to be more volatile

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<sup>1</sup> Yolo Habitat Conservancy, *Yolo HCP/NCCP* (April 2018), pp. 8-39 to 8-40 and Table 8-10.

than other Plan costs. The Conservancy may decide to use other cost inflation indices during Plan implementation than those described below to better represent changes in Plan costs.

### ***Inflation of Land Acquisition Costs***

The inflation index used to adjust the land acquisition cost component of fees is primarily based on the prior year's annual report of agricultural land values for the southern Sacramento Valley (*Trends in Agricultural Land and Lease Values: California and Nevada*) published by the California Chapter of the American Society of Farm Managers and Rural Appraisers (ASFMRA). The ASFMRA data is applicable to the following three land cover types that combined represent 88 percent of the total reserve:

- ◆ Cultivated land – non-rice
- ◆ Cultivated land – rice
- ◆ Grassland

The annual inflation adjustment for these land cover types uses the five-year rolling average annual compounded change. Using a five-year rolling average reduces year-to-year volatility in the index while updating the development fees based on recent trends in land values. Although ASFRMA data represents fee title acquisition values, the same trends are applicable to conservation easements costs that are the primary tool that the Conservancy will use to build the reserve.

Lacking an applicable land value index from ASFRMA, the inflation index for all other land cover types including woodlands, wetlands, and alkali prairie, is based on the annual change over the prior two years for the Consumer Price Index (CPI) published by the U.S. Bureau of Labor Statistics. These land cover types represent the remaining 12 percent of the reserve not represented as cultivated land or grassland.

The land acquisition annual cost inflation methodology and applicable data sources are summarized in Table 1.

The automatic inflation adjustment for 2023 uses data from the 2022 ASFRMA *Trends* report that provides high and low values for the five-year period 2016 to 2021. The CPI adjustment is based on the annual change from 2021 to 2022.

To calculate the land acquisition cost component for the land cover fee annual adjustment, the annual change in value for each of the four land cover types based on the methodology and sources in Table 1 is weighted by the share of remaining reserve lands to be acquired. The weighted average increase for the current annual inflation adjustment is 0.7% as shown in Table 2.

For the wetland fee, only the CPI inflation adjustment is used for the land acquisition component because only the CPI is used to reflect in acquisition costs for the applicable land cover types (fresh emergent wetland, valley foothill riparian, and lacustrine and riverine).

**Table 1: Components of Land Acquisition Cost Inflation Adjustment**

Land Cover Type	Historical Time Period for Measuring Inflation	Value	Source
Cultivated Land – Non-Rice	Average annual percentage change over prior five years	Median of the range of values reported for: <ul style="list-style-type: none"> <li>• Vegetable crops</li> <li>• Irrigated field cropland</li> </ul> With each value weighted by amount of Yolo County crop acreage in production in each category (excluding rice).	California Chapter American Society of Farm Managers and Rural Appraisers, <i>Trends in Agricultural Land and Lease Values</i> (ASFMRA Report) Yolo County Department of Agriculture and Weights & Measures, <i>Yolo County Agricultural Crop Report</i>
Cultivated Land – Rice	Average annual percentage change over prior five years	Median of the range of values for rice cropland	ASFMRA Report
Grassland	Average annual percentage change over prior five years	Median of the range of values for rangeland	ASFMRA Report
Woodlands, Wetlands, and Alkali Prairie	Annual average percentage change over prior two years	West region consumer price index for all urban consumers (not seasonally adjusted)	U.S. Bureau of Labor Statistics

**Table 2: Land Acquisition Cost Inflation Factor**

Land Cover Type	Start		End		Average Annual Change	Remaining Reserve Share	Weighted Average Annual Change	
	Year	Value	Year	Value				
Cultivated Land – Non-Rice <sup>1</sup>	2016	\$13,640	2021	\$14,330	1.0%	58.9%	0.6%	
Cultivated Land – Rice	2016	\$12,500	2021	\$13,750	1.9%	11.1%	0.2%	
Grassland	2016	\$2,875	2021	\$2,125	-5.9%	18.1%	-1.1%	
Woodlands, Wetlands, and Alkali Prairie	2021	287.49	2022	310.51	8.0%	11.9%	1.0%	
<b>Total</b>							<b>100.0%</b>	<b>0.7%</b>

<sup>1</sup> Average of median value for vegetable and irrigated field crops weighted by amount of Yolo County crop acreage in production in each category (excluding rice).

Sources: See Table 1.

### **Inflation of All Other Plan Costs**

All other (non-land acquisition) plan costs, such as maintenance, monitoring, restoration, and program administration, include a wide range of personnel, supply, and capital costs. Given the diverse types of costs included in this category, overall cost inflation in the local economy provides a reasonable estimate of inflation. This index uses the same index used for “all other” land cover types in the Table 1, annual increase over the prior two years of the Consumer Price Index (CPI) from the U.S. Bureau of Labor Statistics for the West region.

### **Inflation Cost Component Shares**

To calculate the annual adjustment for each of the two development fees (land cover fee and wetland fee), the two inflation cost components discussed above (land acquisition and all other plan costs) are weighted by the share of costs to be funded by each fee. These cost shares will vary over the course of Plan implementation depending on cash flow estimates for the use of revenue generated by each fee. Table 8-10 in Chapter 8 of the Plan included initial estimates of these cost shares for each fee. These initial estimates have been updated based on the most recent cash flow estimates. Current cost share estimates for each fee are shown in Table 3.

**Table 3: Cost Category Shares**

<b>Cost Category</b>	<b>Land Cover Fee</b>	<b>Wetland Fee</b>
Land Acquisition	59.3%	16.8%
All Other Plan Costs	<u>40.7%</u>	<u>83.2%</u>
Total	100%	100%

Sources: Yolo HCP/NCCP Funding Model (version 2021-02-24).

### **Annual Inflation Adjustment**

The 2023 automatic annual adjustment for each of the development fees is shown in Table 4 based on the inputs from Tables 2 and 3.

The total inflation adjustment for each fee from Table 4 is applied to the current fee schedule to calculate the revised fee schedule for 2023 as shown in **Table 5**.

**Table 4: 2022 Development Fee Inflation Indices**

Fee and Cost Component	Cost Component Weight	Inflation Factor	Weighted Inflation Factor
Land Cover Fee			
Reserve Assembly	59.3%	0.7%	0.4%
All Other Plan Costs	<u>40.7%</u>	8.0%	<u>3.3%</u>
Total	100%		1.5%
Wetland Fee			
Reserve Assembly	16.8%	8.0%	1.3%
All Other Plan Costs	<u>83.2%</u>	8.0%	<u>6.7%</u>
Total	100%		8.0%

Sources: Tables 2 and 3.

**Table 5: 2023 Revised Development Fee Schedule**

Development Fee	Unit	Current Fee	Inflation Adjustment	Revised Fee
Land Cover Fee	per acre	\$15,629	3.7%	\$16,202
Wetland Fee				
Fresh Emergent Marsh	per acre	\$80,684	8%	\$87,337
Valley Foothill Riparian	per acre	\$88,009	8%	\$91,814
Lacustrine and Riverine	per acre	\$65,854	8%	\$70,046



Yolo Habitat Conservancy

Meeting Date: 05/15/2023

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Information

SUBJECT

Authorize the Yolo Habitat Conservancy Board Chair to sign letter of support for SB 256

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Attachments

Staff Report

Attachment A. Letter of Support

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Form Review

Form Started By: Alexander Tengolics

Started On: 05/04/2023 08:28 AM

Final Approval Date: 05/08/2023



# Yolo Habitat Conservancy

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

To: Gary Sandy, Chair  
Members of the Board

From: Alexander Tengolics  
Executive Director

Re: Authorize the Yolo Habitat Conservancy Board Chair to sign letter of support for SB 256

Date: May 15, 2023

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## **REQUESTED ACTION:**

Authorize the Yolo Habitat Conservancy Board Chair to sign letter of support for SB 256 (Attachment A)

## **BACKGROUND:**

In February 2023, City of Davis staff notified Conservancy staff that Senator Bill Dodd introduced Senate Bill 256 which would modify terms of a voter-approved bond act, Proposition 70 of 1988, which provided \$1.97 million to the City of Davis to purchase eight properties along the South Fork of Putah Creek to preserve and enhance the sites. Currently, the eight properties were restricted by the provisions of Proposition 70. SB 256 would remove these restrictions allowing the Conservancy and City of Davis can consider enrolling the eight properties into conservation easements to provide habitat in perpetuity for the Yolo HCP/NCCP covered species as contemplated by the Yolo HCP/NCCP.

The success of the Yolo HCP/NCCP conservation strategy relies on the support of many local partners and the removal of the restrictions included Proposition 70 would allow the Conservancy and City of Davis to further collaborate on preserving open space and protecting habitat for a number of species on eight properties that would previously been infeasible to enroll in the Yolo HCP/NCCP reserve system of conserved properties. Staff recommends authorizing the Conservancy to submit a letter of support for SB 256.

## **ATTACHMENTS:**

Attachment A. YHC letter of Support for SB 256



# Yolo Habitat Conservancy

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

May 15, 2023

The Honorable Bill Dodd  
California State Senate  
Sacramento, CA 95814

**Re: SB 256- Support**

Dear Senator Dodd,

The Yolo Habitat Conservancy (“Conservancy”) is a joint powers agency comprised of the County of Yolo and the cities of Davis, West Sacramento, Winters, and Woodland. The Conservancy is pleased to submit this letter for support for SB 256 which would modify terms of a voter-approved bond act, Proposition 70 of 1988 which provided the City of Davis with \$1.97 million to purchase the eight properties along the South Fork of Putah Creek to preserve and enhance the sites. These modified terms would allow Yolo Habitat Conservancy and the City of Davis to explore placing conservation easements on these properties.

In to meet the Yolo HCP/NCCP conservation strategy biologic goals and objectives, the Conservancy is depends upon close collaboration and partnership with our member agencies. We thank you for your authoring SB 256 and the proposed restriction removal so that the City of Davis can continue exploring enrolling the eight properties along the South Fork of Putah Creek into the Yolo HCP/NCCP reserve system of conserved properties.

Sincerely,

Gary Sandy, Chair  
YHC Board of Directors

Yolo Habitat Conservancy

Meeting Date: 05/15/2023

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Information

**SUBJECT**

Receive and file transmittal memo recommending the Turkovich Putah Creek Site for inclusion in the Yolo HCP/NCCP reserve system; approve the Turkovich Putah Creek Site as a candidate Yolo HCP/NCCP conservation easement site

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Attachments

- Staff Report
- Attachment A. Map
- Attachment B. Transmittal Memo

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**Form Review**

Form Started By: Alexander Tengolics  
Final Approval Date: 05/04/2023

Started On: 05/01/2023 08:13 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: Gary Sandy, Chair  
Members of the Board

From: Alexander Tengolics  
Executive Director

Re: Receive and file transmittal memo recommending the Turkovich Putah Creek Site for inclusion in the Yolo HCP/NCCP reserve system; approve the Turkovich Putah Creek Site as a candidate Yolo HCP/NCCP conservation easement site

Date: May 15, 2023

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## REQUESTED ACTIONS:

1. Receive and file transmittal memo recommending the Turkovich Putah Creek Site for inclusion in the Yolo HCP/NCCP reserve system (Attachment B)
2. Approve the Turkovich Putah Creek Site as a candidate Yolo HCP/NCCP conservation easement site

## BACKGROUND:

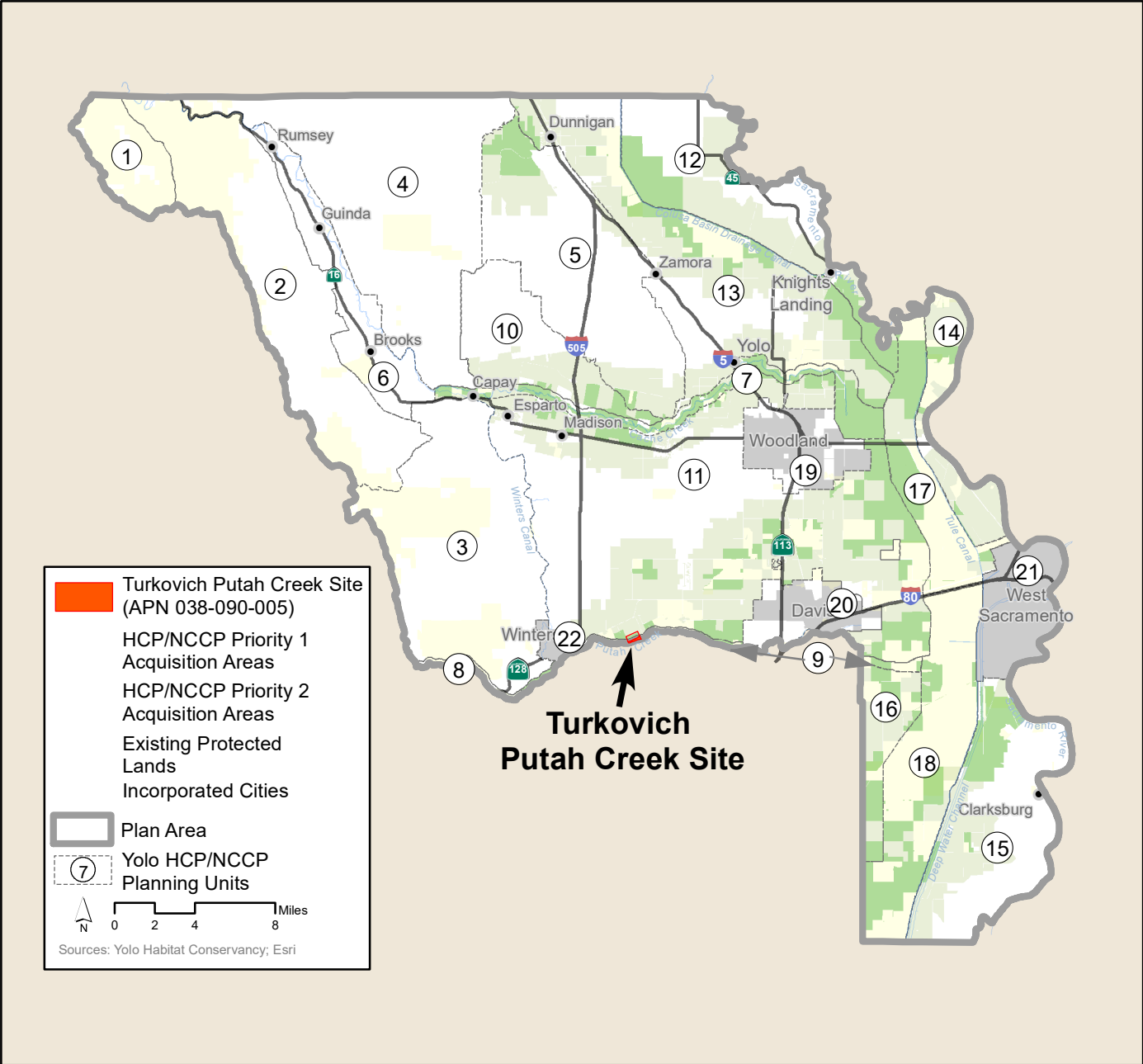
The approximately 36-acre portion of the Turkovich property that is being considered for an HCP/NCCP conservation easement is within the Putah Creek Ecological Corridor, a Priority 1 HCP/NCCP acquisition area that is primarily within Planning Unit 9. Conservancy and Yolo HCP/NCCP Science and Technical Advisory Committee (STAC) representatives conducted a site visit on the Turkovich Putah Creek Site, on April 17, 2023, and concluded that the site contains high value riparian habitat as well as opportunities for VELB mitigation and restoration at-large. The STAC recommends enrollment of the property in the HCP/NCCP reserve system as summarized in the transmittal memo (Attachment B).

The Executive Director recommends that the Board approve the Turkovich Putah Creek Site as a candidate Yolo HCP/NCCP conservation easement site. Following Board approval staff will seek concurrence from CDFW and USFWS that the site be considered a candidate Yolo HCP/NCCP conservation easement site and, if approved, will work with the landowner, CDFW, and USFWS staff to prepare the appropriate conservation easement documents and return to the Board for final action.

## ATTACHMENTS:

**Attachment A.** Location map of Turkovich Putah Creek Site

**Attachment B.** Transmittal memo recommending the Turkovich Putah Creek Site for inclusion in the Yolo HCP/NCCP reserve system



**Turkovich Putah Creek Site Location Map**



# Yolo Habitat Conservancy

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

## **Turkovich Putah Creek Site STAC Evaluation Summary**

**Application Name:** Turkovich Putah Creek Site

**Application submittal date:** March 3, 2023

**STAC site visit date:** April 17, 2023

**Yolo Habitat Conservancy Board Meeting Date:** May 15, 2023

**WA Coordinating meeting date:** pending

Covered species habitat present on the site for the species selected below:

	Palmate-bracted bird's-beak		Giant garter snake		Western burrowing owl
X	Valley elderberry longhorn beetle	X	Swainson's hawk	X	Least Bell's vireo
	California tiger salamander	X	White-tailed kite		Bank swallow
X	Western pond turtle		Western yellow-billed cuckoo		Tricolored blackbird

### **The STAC has made the following recommendation:**

The STAC recommends the board approve the Turkovich Putah Creek Site as a candidate Yolo HCP/NCCP reserve system site. The approximately 36-acre portion of the property being considered for enrollment in the Yolo HCP/NCCP reserve system is within the Putah Creek corridor and includes approximately 10.7 acres of riparian habitat along Putah Creek while the remaining portion consists of an upland area that is currently cultivated in wheat. The landowner has also stated an interest in restoring the majority of the upland area of the site as riparian, oak woodland, and/or grassland natural communities and reserving a couple acres of the upland for a future home site. While the development of a homesite would not benefit the Yolo HCP/NCCP, the restoration of the majority of the upland portions of the site would provide an opportunity to expand the riparian corridor along an approximately 1.2 mile section of Putah Creek. The Putah Creek corridor is a high priority acquisition area and this property would contribute to the goal of protecting and managing this important resource within the Conservancy's reserve system.

Riparian habitat on the site is complex and dense, providing habitat for numerous riparian-associated species, including the covered species Least Bell's vireo. Additionally, the site contains many mature elderberry shrubs that may provide habitat for Valley elderberry longhorn beetle. Large mature trees within the riparian corridor of the site provide high value nesting habitat for Swainson's hawk and white-tailed kite. While no Swainson's hawk nest sites have been documented within the proposed easement area, the site is located in a portion of the Plan Area that is occupied by a large number of

Swainson's hawk nest sites. The creek also supports habitat for western pond turtle, one of which was observed during the initial STAC onsite assessment.





Yolo Habitat Conservancy

Meeting Date: 05/15/2023

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Information

SUBJECT

Approve the Rodgers Property Conservation Easement and authorize the Executive Director to proceed with steps necessary to enroll the site in the Yolo HCP/NCCP reserve system

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Attachments

- Staff Report
- Attachment A. Rodgers Property location map
- Attachment B. Rodgers Property Draft Conservation Easement

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Form Review

Form Started By: Alexander Tengolics

Started On: 05/08/2023 10:56 AM

Final Approval Date: 05/12/2023



# Yolo Habitat Conservancy

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

To: Gary Sandy, Chair  
Members of the Board

From: Alexander Tengolics  
Executive Director

Re: Approve the Rodgers Property Conservation Easement and authorize the Executive Director to proceed with steps necessary to enroll the site in the Yolo HCP/NCCP reserve system

Date: May 15, 2023

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## REQUESTED ACTIONS:

1. Approve the Rodgers Property Conservation Easement (Attachment B)
2. Authorize the Executive Director to proceed with steps necessary to enroll the Rodgers Property in the Yolo HCP/NCCP reserve system

## BACKGROUND:

The Rodgers Property is a 30-acre property held in fee title by Yolo County (APN: 025-350-025) and located along Cache Creek, within Yolo HCP/NCCP Planning Unit 7 (see Attachment A). The Rodgers Property was approved by the Board as a candidate Yolo HCP/NCCP reserve system site on May 18, 2020. The property contains high quality grassland and valley foothill riparian habitat for valley elderberry longhorn beetle (*Desmocerus californicusdimorphus*), western pond turtle (*Actinemys marmorata*), Swainson's hawk (*Buteo swainsoni*), and white-tailed kite (*Elanus leucurus*). The Rodgers Property is a former gravel mining site that has been reclaimed and transferred to Yolo County. Per the resolution passed by the Yolo County Board of Supervisors on December 2, 2014 (Resolution No. 14-126), the County of Yolo intends to donate a Yolo HCP/NCCP conservation easement on this site for enrollment in the Yolo HCP/NCCP. This property is immediately west of the 38.9-acre Correll Property and approximately 0.25 miles southeast of the 115.5-acre Woodland Reiff Property, both are existing Yolo HCP/NCCP reserve system sites.

The Executive Director recommends that the Board approve the conservation easement (Attachment B), direct staff to seek approval from Fish and Wildlife and by the U.S. Fish and Wildlife Service to enroll the site in the HCP/NCCP reserve system, and proceed with steps necessary to finalize the easement and enroll the site in the Yolo HCP/NCCP reserve system.

## ATTACHMENTS:

Attachment A. Rodgers Property location map

Attachment B. Rodgers Property Draft Conservation Easement



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Yolo Habitat Conservancy  
PO Box 2202  
Woodland, CA 95776  
Attention: Executive Director

WITH A COPY TO:  
State of California  
Department of Fish and Wildlife  
Attn: Habitat Conservation Planning Branch  
Post Office Box 944209  
Sacramento, CA 94244-2090

U.S. Fish and Wildlife Service  
Sacramento Field Office  
Attn: Field Supervisor  
2800 Cottage Way, Room W-2605  
Sacramento, CA 95825

*Exempt from recording fees (Cal. Gov. Code § 27383)*

APN: 025-350-025

Space Above Line for Recorder's Use Only

**DEED OF CONSERVATION EASEMENT AND PERMANENT RESTRICTIONS ON  
USE**

THIS DEED OF CONSERVATION EASEMENT AND PERMANENT RESTRICTIONS ON USE (the “**Conservation Easement**”) shall be effective upon the date it is recorded with the Yolo County Recorder and is dated for reference purposes only as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by County of Yolo (“**Landowner**”), in favor of the Yolo County Natural Community Conservation Plan Joint Powers Agency, a California Joint Powers Agency (“**Easement Holder**” or “**Yolo Habitat Conservancy**”). Landowner and Easement Holder are also referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

A. Landowner is the owner in fee simple of certain real property containing 30.0 acres, located in the County of Yolo, State of California, designated Assessor’s Parcel Number(s) 025-350-025. Said real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Easement Area**”).

B. The Easement Area possesses wildlife and habitat values of great importance to Easement Holder, the people of the State of California and the people of the United States. The Easement Area will provide high quality habitat for valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), western pond turtle (*Actinemys marmorata*), Swainson’s hawk (*Buteo swainsoni*), and white-tailed kite (*Elanus leucurus*) and contains riverine, grassland, and valley

foothill riparian habitat which contain suitable nest tree sites and mature elderberry shrubs. Individually and collectively, these wildlife and habitat values comprise the “**Conservation Values**” of the Easement Area. The status of the Conservation Values, including the open space uses that support these Conservation Values and compatible recreational uses such as hiking, birdwatching, and other forms of passive recreation by the general public (“Compatible Recreational Uses”), as well as other uses and improvements within the Easement Area at the time of the execution of the Conservation Easement are described in the “**Baseline Documentation Report.**” Both Parties acknowledge, as described in **Exhibit B** attached hereto and incorporated herein by reference, that each has received a copy of the Baseline Documentation Report, and that it accurately represents the Easement Area as of the date of the Conservation Easement.

C. This Conservation Easement is being executed and delivered to satisfy certain habitat conservation requirements set forth in the following documents (collectively, the “**Yolo HCP/NCCP Instruments**”):

- a. The Yolo Habitat Conservation Plan/Natural Community Conservation Plan (“**Yolo HCP/NCCP**”), dated April 2018, prepared by the County of Yolo (“**County**”), City of Davis (“**Davis**”), City of West Sacramento (“**West Sacramento**”), City of Winters (“**Winters**”), and City of Woodland (“**Woodland**”), and approved by the United States Fish and Wildlife Service (“**USFWS**”) under Section 10 of the federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 *et seq.*, as it may be amended from time to time) (“**ESA**”), and by the California Department of Fish and Wildlife (“**CDFW**”) under the California Natural Community Conservation Planning Act (California Fish and Game Code Section 2800 *et seq.*, as it may be amended from time to time) (“**NCCPA**”); and
- b. Implementing Agreement for the Yolo HCP/NCCP (the “**Implementing Agreement**”), dated January 10, 2019, by and among USFWS and CDFW (collectively, the “**Wildlife Agencies**”), the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency (“**Yolo Habitat Conservancy**”), County, Davis, West Sacramento, Winters, and Woodland (collectively, the Yolo Habitat Conservancy, County, Davis, West Sacramento, Winters, and Woodland, are referred to herein as “**Permittees**”); and
- c. The federal incidental take permit issued by USFWS to Permittees for the Yolo HCP/NCCP pursuant to Section 10 of ESA; and
- d. The state NCCP permit issued by CDFW to Permittees for the Yolo HCP/NCCP pursuant to the NCCPA.

D. The State of California recognizes the public importance and validity of conservation easements by enactment of California Civil Code Section 815 *et seq.*

E. CDFW has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species pursuant to Fish and Game Code Section 1802. CDFW is authorized to hold easements for

these purposes pursuant to Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.

F. USFWS, an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the Endangered Species Act, 16 U.S.C. section 1531 et seq. (“**ESA**”), the Fish and Wildlife Coordination Act, 16 U.S.C. sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. section 742(f) et seq., and other provisions of federal law.

G. The Easement Holder is a California joint powers agency, and authorized to hold conservation easements pursuant to, among other provisions of law, California Civil Code Section 815.3.

H. The Yolo Habitat Conservancy serves as the “**Implementing Entity**” of the Yolo HCP/NCCP, and as such, is responsible for overseeing implementation of the Yolo HCP/NCCP Instruments, including carrying out planning and design, habitat restoration, monitoring, adaptive management programs, and periodic coordination with the Wildlife Agencies. The Yolo HCP/NCCP Instruments confer separate rights and obligations on the Implementing Entity that will survive any future transfer of the Conservation Easement.

I. Following recordation of this Conservation Easement, the Easement Area will be incorporated into the Reserve System (as such term is defined in the Yolo HCP/NCCP) (“**Reserve System**”) and will count toward the land acquisition requirements set forth in the Yolo HCP/NCCP.

J. The Yolo Habitat Conservancy has developed a management plan, known as “Rodgers Property Site-Specific Management Plan,” that applies to the Easement Area (the “**Management Plan**”) and is incorporated herein by reference. The Management Plan has been developed in accordance with the applicable requirements of the Yolo HCP/NCCP Instruments and the Lower Cache Creek Reserve Unit Management Plan. The Management Plan also includes provisions that allow for open space use and Compatible Recreational Uses of the Easement Area to the fullest extent such uses are compatible with the preservation of its Conservation Values.

Landowner and Easement Holder recognize that changes (e.g., in technologies, weather cycles, natural resource management technologies, conservation practices) may dictate changes in the management of the Easement Area, consistent with the purposes of this Conservation Easement and the Yolo HCP/NCCP Instruments. The Management Plan may be revised from time to time only with the written approval of both the Landowner and Easement Holder, so long as the revisions are consistent with the requirements of the Yolo HCP/NCCP Instruments and the Lower Cache Creek Reserve Unit Management Plan. The final, approved copy of the Management Plan, and any amendments thereto approved by the Parties, shall be kept on file at the Yolo Habitat Conservancy.

## AGREEMENT

NOW, THEREFORE, in consideration of the above and mutual covenants, terms, conditions and restrictions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of California, including California Civil Code Section 815 *et seq.*, Landowner hereby voluntarily grants and conveys to Easement Holder, its successors and assigns, a conservation easement forever in, on, over and across the Easement Area, subject to the terms and conditions set forth herein, restricting in perpetuity the uses which may be made of the Easement Area, and the Parties agree as follows:

1. **Purposes.** The purposes of this Conservation Easement are to ensure the Easement Area will be retained forever in its natural, restored, enhanced, or otherwise functional habitat condition as contemplated by the Yolo HCP/NCCP and the site-specific Management Plan, and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area. Landowner intends that this Conservation Easement will confine the use of the Easement Area to such activities that are consistent with the purposes set forth herein, including Compatible Recreational Uses. The Parties agree that the protection of the Conservation Values may be achieved by maintaining the Easement Area in its natural or existing condition (not precluding future enhancement or restoration). The establishment of a trail and other minor amenities (e.g., signage, occasional benches) that support Compatible Recreational Uses within the Easement Area are allowed provided that these amenities do not interfere with the Easement Area's covered species and their associated functional habitats as described in the Baseline Documentation Report and are consistent with the terms and conditions of this Conservation Easement and the Management Plan.

2. **Reserved Rights.** Landowner reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from Landowner's ownership of the Easement Area, including the right to establish a trail and other minor amenities (e.g., signage, occasional benches) that support Compatible Recreational Uses within the Easement Area, so long as such activities are consistent with the purposes of this Conservation Easement, as set forth above in Section 1, the Management Plan, and do not impair the Conservation Values.

3. **Rights of Easement Holder.** To accomplish the purposes of this Conservation Easement, Landowner hereby grants and conveys the following rights to Easement Holder:

- (a) To preserve and protect the Conservation Values of the Easement Area;
- (b) To restore or enhance the Conservation Values with the consent of the Landowner in accordance with the Management Plan and the terms and conditions of this Conservation Easement;
- (c) To enter upon the Easement Area, no less than once annually, at reasonable times to monitor compliance with and otherwise enforce the terms of this Conservation Easement or to carry out, at Easement Holder's sole cost and expense, scientific research and management and monitoring requirements applicable to the Easement Area that are set forth in the Management Plan and in Yolo HCP/NCCP Chapters 6 and 7, provided that Easement Holder shall not unreasonably interfere with Landowner's allowed uses and quiet

enjoyment of the Easement Area. Except where there is an imminent threat to the Easement Area or its Conservation Values, Easement Holder and its employees, contractors or agents will only enter the Easement Area at reasonable times and with at least forty-eight (48) hours advance notice to Landowner in writing or by phone. The Landowner may waive these requirements in whole or in part by written notice to Easement Holder;

- (d) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;
- (e) To require that all mineral, air, and water rights that Easement Holder deems necessary to preserve and protect the Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the purposes of this Conservation Easement; and
- (f) All present and future development rights and wind power rights appurtenant to, allocated, implied, reserved or inherent in the Easement Area; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

4. **Prohibited Uses.** Any activity on or use of the Easement Area that adversely affects the purpose of this Conservation Easement, as set forth in Section 1, above, is prohibited except as may be otherwise expressly provided in this Conservation Easement or in the Management Plan. Without limiting the generality of the foregoing, the Landowner, Landowner's personal representatives, heirs, successors, assigns, employees, agents, lessees, licensees and invitees are expressly prohibited from doing or allowing any of the following uses and activities on the Easement Area, unless, and then only to the extent that, a generally prohibited activity set forth below is a management practice, lawful and routine agricultural practice, or other activity that does not impair the Conservation Values of the Easement Area and is allowed in the Management Plan.

- (a) Unseasonal watering activities that promote the establishment of invasive species that act as predators of covered species, impair the habitat quality of the site for covered species, or otherwise impair the Conservation Values of the site;
- (b) Use of fertilizers, pesticides, biocides, herbicides or other chemicals except as allowable under applicable law and as provided in the Management Plan in connection with activities or uses that are authorized or reserved hereunder. Under no circumstance are rodenticides allowed to be used within the Easement Area unless specifically authorized in writing by the Easement Holder and the Wildlife Agencies due to unforeseen or exceptional circumstance, such as proclamation of a local state of emergency;



- (c) Use of heavy equipment, off-road vehicles, or other motorized vehicles, except on existing roadways or use of equipment or vehicles as required to conduct any management practice or other activity as provided for in the Management Plan. The long-term storage of wrecked, dismantled, or inoperative nonagricultural vehicles and industrial or commercial equipment is prohibited;
- (d) Except as set forth in the Management Plan, any construction, reconstruction, relocation or placement of any road, building, billboard, or signs (excluding small directional and interpretative signs on any hiking trails or as needed to define sensitive habitat areas), or any other structure or improvement of any kind, or altering the surface or general topography of the Easement Area without written approval by the Easement Holder and Wildlife Agencies;
- (e) Vineyards, orchards, nurseries, intensive livestock use (e.g., dairy, feedlot), and other agricultural uses except as allowed in the Management Plan;
- (f) Commercial, industrial, residential, or other institutional uses;
- (g) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials, except in connection with lawful uses that do not impair the Conservation Values of the Easement Area and are allowed in the Management Plan;
- (h) Planting, introduction, or dispersal of invasive plant or animal species;
- (i) Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for or extracting minerals, loam, soil, sands, gravel, rocks, or other material on or below the surface of the Easement Area, or granting or authorizing any surface entry for any exploring for or extracting minerals. This provision is not intended to prohibit lawful uses that are associated with site management activities, do not impair the Conservation Values of the Easement Area, and are allowed in the Management Plan;
- (j) Removing, destroying, or cutting of trees, shrubs, or other vegetation except as allowed in the Management Plan;
- (k) Manipulating, impounding, or altering any water course, body of water, or water circulation on the Easement Area, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or subsurface waters, except as needed to conduct a management practice or other activity that does not impair the Conservation Values of the Easement Area and is allowed in the Management Plan; and
- (l) Without the prior written consent of Easement Holder, which Easement Holder may reasonably withhold or condition, transferring, encumbering, selling, leasing or otherwise separating the mineral, air or water rights for the

Easement Area; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; and (iv) any water from wells that are in existence or may be constructed in the future on the Easement Area. In determining whether to consent to a short-term transfer (i.e. a transfer of water from the Property for a period of not more than one year as defined by California law) or other change relating to water rights under this subsection (k), the Easement Holder shall evaluate whether the transfer will, during the transfer period, preclude the Landowner from maintaining the Conservation Values, for the covered species that the Easement Area is managed to benefit at the time of the proposed transfer. This determination shall be subject to approval by the Wildlife Agencies and the Yolo Habitat Conservancy.

- (m) All Subdivisions, including but not limited to the Subdivision of rangeland, open space, and other types of land not used for the active cultivation of crops. The fee transfer of less than the entire Easement Area is also prohibited to the extent such a transfer would constitute a subdivision of land under California law, including but not limited to the Subdivision Map Act.
- (n) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Landowner, the Easement Area, or the activity or use in question.

5. **Unlawful Entry.** Landowner shall undertake all reasonable actions to prevent the unlawful entry and trespass on the Easement Area and shall take reasonable steps to prevent uses or activities may degrade or harm the Conservation Values or are otherwise inconsistent with the purposes of this Conservation Easement, acknowledging that public access for Compatible Recreational Uses is permitted on the Easement Area and does not constitute unlawful entry or trespass. This duty extends to activities undertaken by members of the public that are outside the scope of “Compatible Recreational Uses” as set forth herein (and as may be further described in the Management Plan). Reasonable actions to prevent trespass and/or incompatible activities may include, but are not limited to, posting “No Trespassing” or “Stay on Improved Trails” signs, constructing barriers, gates, and/or trail demarcations, and good faith efforts to exclude any person who is not a designated representative of Landowner, Easement Holder, member of the public engaged in Compatible Recreational Uses or others with lawful access rights. In addition, Landowner shall undertake all necessary actions to perfect the rights of Easement Holder under Section 3 of this Conservation Easement.

6. **Easement Holder's Remedies.** If Easement Holder or any Third-Party Beneficiary (as defined in **Section 6(d)** below) determines there is a violation of the terms of this Conservation Easement or that such violation is threatened, written notice of such violation and a demand for corrective action sufficient to cure the violation shall be given to Landowner, with a copy provided

to Easement Holder and each Third-Party Beneficiary. The notice of violation shall specify the measures the Landowner must take to cure the violation. If Landowner fails to cure the violation within thirty (30) days after receipt of written notice and demand from Easement Holder or any Third-Party Beneficiary, as applicable; or if the cure reasonably requires more than thirty (30) days to complete and Landowner fails to begin the cure within such thirty (30) day period; or Landowner fails to continue diligently to complete the cure, Easement Holder or any Third-Party Beneficiary may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to recover any damages to which Easement Holder and the Third-Party Beneficiaries may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for legal or other equitable relief, including, but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any such violation or injury, or to otherwise enforce this Conservation Easement. Without limiting Landowner's liability therefor, any damages recovered may be applied to the cost of undertaking any corrective action on the Easement Area at the election of the party receiving such damages.

If Easement Holder in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values, Easement Holder and/or any Third-Party Beneficiary may pursue its remedies under this section without prior notice to Landowner or without waiting for the period provided for cure to expire. The rights of Easement Holder and the Third-Party Beneficiaries under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Landowner agrees that Easement Holder's and Third-Party Beneficiaries' remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Easement Holder and/or any Third-Party Beneficiary shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Easement Holder and the Third-Party Beneficiaries may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in California Civil Code Section 815, *et seq.* The failure of Easement Holder or any Third-Party Beneficiary to discover a violation or to take immediate legal action in response to such action shall not bar such party from taking legal action at a later time.

If at any time in the future Landowner or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General and the Third-Party Beneficiaries each has standing as an interested party in any proceeding affecting this Conservation Easement.

(a) **Costs of Enforcement.** Any reasonable costs incurred by the Easement Holder or any Third-Party Beneficiary, where it is the prevailing party, in enforcing the terms of this Conservation Easement against the Landowner, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Landowner's negligence or breach of this Conservation Easement shall be borne by Landowner. In any action where an agency of the United States is a party, the right to recover fees and costs shall be governed by federal law.

(b) **Enforcement Discretion.** Enforcement of the terms of this Conservation Easement against Landowner shall be at the respective discretion of Easement Holder and each of the Third-Party Beneficiaries, and any forbearance by any such party to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by such party of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of such party's rights under this Conservation Easement. No delay or omission by Easement Holder or any Third-Party Beneficiary in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

(c) **Acts Beyond Landowner's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Easement Holder or any Third-Party Beneficiary to bring any action against Landowner for any injury to or change in the Property resulting from (i) any natural cause beyond Landowner's control, including, without limitation, fire not caused by Landowner, flood, storm, and earth movement, or any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Easement Holder or any Third-Party Beneficiary or employees of Easement Holder or any Third-Party Beneficiary; or (iii) acts by persons that entered the Easement Area unlawfully or by trespass whose activities degrade or harm the Conservation Values of the Easement Area or whose activities are otherwise inconsistent with this Conservation Easement where Landowner has undertaken all reasonable actions to prevent such activities or (iii) acts by persons that entered the Easement Area lawfully or unlawfully whose activities degrade or harm the Conservation Values of the Easement Area or whose activities are otherwise inconsistent with this Conservation Easement and/or the Management Plan where Landowner has undertaken all reasonable actions to discourage or prevent such activities.

(d) **Third-Party Beneficiary Rights.** The parties intend for Yolo Habitat Conservancy (during any such period, if any, that Yolo Habitat Conservancy does not also constitute Easement Holder), USFWS and CDFW (collectively, "**Third-Party Beneficiaries**") to be third-party beneficiaries of this Conservation Easement. All rights and remedies conveyed to Easement Holder under this Conservation Easement shall extend to and are enforceable by each of the Third-Party Beneficiaries in accordance with the terms hereof. Landowner and Easement Holder acknowledge that, as Third-Party Beneficiaries of this Conservation Easement, the Third-Party Beneficiaries shall have the same rights of access to the Easement Area granted to Easement Holder in **Section 3** above, and with rights to enforce all of the provisions of this Conservation Easement. If at any time in the future Landowner uses, allows the use, or threatens to use or allow use of, the Easement Area for any purpose that is inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General and each Third-Party Beneficiary has standing as an interested party in any proceeding affecting the Conservation Easement.

These rights are in addition to, and do not limit, the Easement Holder's obligations under federal, state, and local laws and regulations relating to the protection of biological resources and the environment. In addition, if the Wildlife Agencies reasonably determines that the Easement Area is not being held, monitored, or stewarded for conservation purposes in the manner specified in this Conservation Easement, the Yolo HCP/NCCP Instruments,

or the Management Plan, the Conservation Easement shall revert to the State of California or another entity as described in California Government Code Section 65967(e), and subject to approval as set forth therein.

7. **Public Access.** Nothing contained in this Conservation Easement gives or grants to the public an independent right to enter upon or use the Easement Area or any portion thereof. Nor shall this Conservation Easement extinguish any existing public right to enter upon or use the Easement Area, provided said right is disclosed to the Easement Holder and documented in the Management Plan and/or an exhibit to this Conservation Easement.

8. **Costs and Liabilities.** Except for those specific obligations to be undertaken by Easement Holder under Section 3 above, or in the Management Plan, Landowner shall retain all responsibilities and shall bear all costs and liabilities of any kind related to Landowner's ownership, operation, upkeep, management, and maintenance activities on and relating to the Easement Area as well as the Easement Area itself. Landowner agrees that neither the Easement Holder nor Third Party Beneficiaries shall have any duty or responsibility for the operation, upkeep, or maintenance of the Easement Area, the monitoring of hazardous conditions thereon, or the protection of Landowner, the public or any third parties from risks relating to conditions on the Easement Area. Landowner shall remain responsible for obtaining any applicable governmental permits and approvals for any activity or use allowed on the Easement Area under this Conservation Easement, and Landowner shall undertake all allowed activities and uses of the Easement Area in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements. Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively "**taxes**"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Easement Holder with satisfactory evidence of payment upon request.

9. **Indemnification.**

(a) **Indemnification by Landowner.** Landowner shall hold harmless, protect and indemnify Easement Holder and the Third-Party Beneficiaries, and their respective members, directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "**Landowner Indemnified Party**" and, collectively, the "**Landowner Indemnified Parties**") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' and experts' fees and costs), causes of action, claims, demands, orders, liens or judgments (each a "**Claim**" and, collectively, "**Claims**"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any Easement Area, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause, except that this indemnification shall be inapplicable to Landowner Indemnified Parties with respect to any Claim due solely to the negligence of Landowner Indemnified parties; (ii) the obligations specified in Sections 5 and 8; and (iii) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Landowner Indemnified Parties by reason of any such Claim, Landowner shall, at the election of and upon written notice from Landowner Indemnified Parties, defend such action or proceeding by counsel reasonably acceptable to the Landowner Indemnified Parties

or reimburse Landowner Indemnified Parties for all charges incurred for services of the California Attorney General in defending the action or proceeding.

(b) **Indemnification by Easement Holder.** Easement Holder shall hold harmless, protect, and indemnify Landowner and the Third-Party Beneficiaries, and their respective members, directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each, an “**Easement Holder Indemnified Party,**” and collectively, the “**Easement Holder Indemnified Parties**”) from and against any and all Claims arising from or in any way connected with: (a) the activities of Easement Holder on the Easement Area, including without limitation the Easement Holder’s performance of management and monitoring activities set forth in the Management Plan; (b) breach by Easement Holder of any provision of this Conservation Easement; (c) any injury to or the death of any person, or physical damage to any Easement Area occurring on or about the Easement Area resulting from any act, omission, condition, or other matter related to, an activity on, or use of, the Easement Area by Easement Holder, including without limitation, those performed under the Management Plan, unless due solely to the negligence or willful misconduct of the Easement Holder Indemnified Party; and (d) any violation of, or failure to comply with, any state, federal or local law, regulation or requirement, by Easement Holder in any way affecting, involving or relating to the Easement Area. If any action or proceeding is brought against any of the Easement Holder Indemnified Parties by reason of any such Claim, Easement Holder shall, at the election of and upon written notice from Landowner, defend such action or proceeding by counsel reasonably acceptable to the Easement Holder Indemnified Party.

10. **Extinguishment.** The Conservation Easement created by this agreement constitutes a property right. It is the Parties’ intention that the terms and conditions of this Conservation Easement shall be carried out in perpetuity. Liberal construction is expressly required for purposes of effectuating the Conservation Easement in perpetuity, notwithstanding economic hardship or changed conditions of any kind. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction commenced after written notice of the anticipated initiation of proceedings is provided in the same manner, and to the same entities, as set forth in Section 12(a), below. In addition, no such extinguishment shall affect the value of Yolo Habitat Conservancy’s interest in the Easement Area, and if the Easement Area, or any interest therein, is sold, exchanged or taken by power of eminent domain after such extinguishment, the Yolo Habitat Conservancy shall be entitled to receive the fair market value of the Conservation Easement at the time of such extinguishment. If such extinguishment occurs with respect to fewer than all acres of the Easement Area, the amounts described above shall be calculated based on the actual number of acres subject to extinguishment.

11. **Condemnation.** This Conservation Easement is a “conservation easement” as defined in California Code of Civil Procedure section 1240.055(a)(1) and constitutes “property appropriated to public use” as defined in California Code of Civil Procedure section 1240.055(a)(3). A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, only as provided in Code of Civil Procedure § 1240.055. CDFW is a public entity that imposed conditions of approval on a project that were satisfied, in whole or part, by the creation of this Conservation Easement. If any person seeks to acquire the Property for public use,

Easement Holder shall provide notice to CDFW and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure § 1240.055. If the Conservation Easement is condemned, the net proceeds from condemnation of the Conservation Easement interest shall be distributed according to Paragraph 10 above and, as applicable, used in compliance with Government Code § 65966(j).

12. **Transfer of Conservation Easement.** This Conservation Easement may be assigned or transferred by Easement Holder upon written approval of the Third-Party Beneficiaries which approval shall not be unreasonably withheld or delayed; provided, that Easement Holder shall give the Third-Party Beneficiaries and Landowner at least sixty (60) calendar days prior written notice of the proposed assignment or transfer. Easement Holder may transfer its rights under this Conservation Easement only to an entity or organization: (a) authorized to acquire and hold conservation easements pursuant to California law, including Civil Code Section 815.3 and California Government Code Section 65967(c) (and any successor or other provisions applicable at the time of the proposed transfer), or the laws of the United States; (b) otherwise reasonably acceptable to the Third-Party Beneficiaries. Easement Holder shall require the transferee to record the conveyance in the Official Records of the County where the Easement Area is located. The failure of Easement Holder to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section shall be subject to the requirements of **Section 16** below.

13. **Transfer of Easement Area.** Landowner agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Landowner divests itself of any interest in all or any portion of the Easement Area, including, without limitation, a leasehold interest. For all transfers except routine and customary agricultural leases, Landowner further agrees to give written notice to Easement Holder and the Third-Party Beneficiaries of the intent to transfer any interest at least thirty (30) calendar days prior to the date of such transfer. Easement Holder and the Third-Party Beneficiaries shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given actual notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Landowner to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any successor in interest or lessor of Landowner, by acceptance of a deed, lease, or other document purporting to convey an interest in the Easement Area, shall be deemed to have consented to, reaffirmed and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Conservation Easement.

14. **Transfer Fee Easement Holder.** Landowner and Easement Holder recognize and agree that any transfer of the Easement Area and any division of ownership will result in an additional burden on the monitoring and enforcement responsibilities of Easement Holder. Therefore, each transfer of the Easement Area (except for a Permitted Transfer) shall require Landowner's payment of a transfer fee to Easement Holder's easement stewardship fund. The fee shall be equal to the greater of three-fourths of one percent (0.75%) of the fair market value of the property transferred or twenty-five hundred dollars (\$2,500.00), whichever is greater. Easement Holder may reduce or waive this fee at its sole discretion. For purposes of this Easement, "**Permitted Transfer**" shall mean any of the following: (i) a transfer without consideration (e.g. an inter vivos or testamentary gift), (ii) a transfer to an entity in which Landowner continues to retain both at least fifty-one percent (51%) of the voting rights in, and direct control of and participation in, such entity, or (iii) any transfer of any portion of the Property made as a result of condemnation or eminent

domain proceedings, including any negotiated transfer made to an entity with condemning authority in response to actual or threatened condemnation proceedings by that entity. Landowner and Easement Holder agree to execute and record a “NOTICE OF PAYMENT OF TRANSFER FEE REQUIRED” in accordance with California Civil Code Section 1098.5 respecting the transfer fee. The transfer fee shall be the obligation of the seller of the Property and shall be paid to Easement Holder at the address for giving notices to Easement Holder as set forth hereinbelow.

15. **Notices.** Any notice, demand, request, consent, approval, or communication that Landowner, Easement Holder, or any Third-Party Beneficiary desires or is required to give to the others shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Landowner: *County of Yolo  
Attn: Department of Community Services  
292 West Beamer Street  
Woodland, CA 95695  
Telephone: (530) 666-8775*

To Easement Holder: *Yolo Habitat Conservancy  
Attn: Executive Director  
P.O. Box 2202  
Woodland, CA 95776  
Telephone: (530) 666-8150*

To Third-Party Beneficiaries:  
*United States Fish and Wildlife Service  
Attn: Sacramento Valley Division Supervisor  
2800 Cottage Way, Room W-2605  
Sacramento, CA 95825  
Telephone: (916) 414-6600*

*California Department of Fish and Wildlife  
Attn: Regional Manager  
1701 Nimbus Road  
Rancho Cordova, CA 95670  
Telephone: (916) 358-2900*

With a copy to: *California Department of Fish and Wildlife  
Office of the General Counsel  
Attn: General Counsel  
Post Office Box 944209  
Sacramento, California 94244-2090  
Telephone: (916) 445-8448*

or to such other address as a party shall designate by written notice to the others. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or,



in the case of delivery by first class mail, five (5) calendar days after deposit into the United States mail.

16. **Amendment.** This Conservation Easement may not be amended, modified or otherwise changed in any manner, except by a written amendment executed by the Landowner and the Easement Holder, or their successors in interest, in their sole discretion. Any such amendment shall be subject to the prior written consent of the Third-Party Beneficiaries. Any amendment that is not made in strict accordance with the consent and other requirements of this Section shall be void and without effect. Any such amendment shall be consistent with the purposes of the Conservation Easement and shall not affect the perpetual duration of the Conservation Easement. Any such amendment must refer to this Conservation Easement by reference to its recordation data and must be recorded in the Official Records of the County where the Easement Area is located.

17. **Merger.** The doctrine of merger shall not operate to extinguish the Conservation Easement if the Conservation Easement and the Easement Area become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, a replacement conservation easement, with a new Easement Holder identified by the Yolo Habitat Conservancy and approved by the Third-Party Beneficiaries, containing the same protections embodied in this Conservation Easement shall be recorded against the Easement Area.

18. **No Hazardous Materials Liability.** Landowner represents and warrants that Landowner has no knowledge or notice of any Hazardous Materials (as defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Easement Area, or transported to or from or affecting the Easement Area. Landowner further represents, warrants and covenants that activities upon and use of the Easement Area by Landowner, its agents, employees, invitees and contractors shall comply with all Environmental Laws (as defined below) in using the Easement Area and that Landowner shall keep the Easement Area free of any material environmental defect, including, without limitation, contamination from Hazardous Materials (as defined below). Without limiting the obligations of Landowner under this Conservation Easement, including **Section 9(a)**, Landowner hereby releases and agrees to indemnify, protect and hold harmless the Landowner Indemnified Parties (as defined in **Section 9(a)**) from and against any and all Claims (as defined in **Section 9(a)**) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about or otherwise associated with the Easement Area at any time, except any Hazardous Materials placed, disposed or released by Landowner Indemnified Parties, or their employees or agents. This release and indemnification includes, without limitation, Claims for (a) injury to or death of any person or physical damage to any Easement Area; and (b) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (as defined below). If any action or proceeding is brought against any of the Landowner Indemnified Parties by reason of any such Claim, Landowner shall, at the election of and upon written notice, defend such action or proceeding by counsel reasonably acceptable to the Landowner Indemnified Party including reimbursing CDFW for all charges incurred for services of the California Attorney General in defending the action or proceeding.

Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Easement Holder or the Third-Party Beneficiaries any of the following:

- (a) The obligations or liability of a “Landowner” or “operator,” as those terms are defined and used in Environmental Laws (as defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, “**CERCLA**”); or
- (b) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or
- (c) The obligations of a responsible person under any applicable Environmental Laws; or
- (d) The right to investigate and remediate any Hazardous Materials associated with the Easement Area; or
- (e) Any control over Landowner's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Easement Area.

The term “**Hazardous Materials**” includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.; hereinafter “**RCRA**”); the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 et seq.; hereinafter “**HTA**”); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.; hereinafter “**HCL**”); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.; hereinafter “**HAS**”), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

The term “**Environmental Laws**” includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials.

19. **Representations and Warranties.** Landowner hereby makes the following representations and warranties for the benefit of Easement Holder and the Third-Party Beneficiaries:

- (a) **Authority.** Landowner has good and sufficient title to the Easement Area including all appurtenances thereto, including, without limitation, all minerals and mineral rights and all water and water rights, and Landowner has full right and authority to enter into this Conservation Easement and convey the Conservation Easement to Easement Holder. There are no monetary liens and encumbrances recorded against the Easement Area except as expressly identified in **Exhibit C**, that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written Subordination Agreement approved by Easement

Holder and the Wildlife Agencies. All deeds of trust and mortgages recorded against the Easement Area, or any portion thereof, are and shall continue to be subordinated to this Conservation Easement; documentation of such subordinations are contained in **Exhibit C**. No provisions of this Conservation Easement should be construed as impairing the ability of the Landowner to use the Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinated to this Deed of Conservation Easement.

(b) **Compliance with Laws.** Landowner has not received notice of, and has no knowledge of, any material violation of any federal, state, county or other governmental or quasi-governmental statute, ordinance, regulation, law or administrative or judicial order with respect to the Easement Area.

(c) **No Litigation.** There is no action, suit or proceeding which is pending or threatened against the Easement Area or any portion thereof relating to or arising out of the ownership or use of the Easement Area, or any portion thereof, in any court or in any federal, state, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

## 20. **General Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state, and by applicable federal law.

(b) **Liberal Construction.** Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement and the policy and purpose of Civil Code section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. It is the intent of this Conservation Easement to preserve the condition of the Easement Area and each of the Conservation Values protected herein, notwithstanding economic or other hardship or changes in circumstances or conditions. The provisions of this Conservation Easement shall be liberally construed to effectuate the purposes of the Conservation Easement and to allow Landowner's use and enjoyment of the Easement Area to the extent consistent with such purposes. Liberal construction is expressly required for purposes of effectuating this Conservation Easement in perpetuity, notwithstanding changed conditions of any kind. The Conservation Easement created by this agreement is the intended best and most productive use of the Easement Area. No remedy or election given by any provision in this Conservation Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party and its counsel have had the opportunity to review and revise this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement.

(c) **Severability.** If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with **Section 15**.

(e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Landowner's title in any respect.

(f) **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Easement Area.

(g) **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon a valid transfer of the party's interest in the Conservation Easement in accordance with the terms and provisions hereof, except that liability for acts or omissions or breaches occurring prior to transfer shall survive transfer.

(h) **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) **Additional Easements.** Landowner shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, or otherwise abandon or relinquish (each a "Transfer") any mineral, air, or water right or agreement relating to the Property, without first obtaining the written consent of Easement Holder and the Third-Party Beneficiaries. Easement Holder and the Third-Party Beneficiaries may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values. This section shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with **Section 13**. Landowner shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Easement Holder and Third-Party Beneficiaries.

(j) **Recording.** Easement Holder shall record this Conservation Easement in the Official Records of the county where the Easement Area is located and may re-record it at any time as Easement Holder deems necessary to preserve its rights hereunder.

(k) **Counterparts.** The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(l) **Exhibits.** The following Exhibit(s) referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

**Exhibit A – Legal Description of the Easement Area**

**Exhibit B – Baseline Documentation Certification**

**Exhibit C – Title Encumbrances**

**Exhibit D – Notice/Memorandum of Unrecorded Site-Specific Management Plan**

Exhibit D shall be executed and recorded concurrently with this Conservation Easement as separate documents in the chain of title for the Property.

IN WITNESS WHEREOF, Landowner and Easement Holder have executed this Conservation Easement the day and year first above written.

**LANDOWNER:**  
YOLO COUNTY

\_\_\_\_\_  
By: Oscar E. Villegas, Chair  
Yolo County Board of Supervisors

\_\_\_\_\_  
Date:

**EASEMENT HOLDER:**  
YOLO HABITAT CONSERVANCY

\_\_\_\_\_  
By: Alexander Tengolics, Executive Director

\_\_\_\_\_  
Date:

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Eric May, Senior Deputy County Counsel

\_\_\_\_\_  
Date:

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

\_\_\_\_\_  
Date:

**Exhibit A**  
**Legal Description**

The land described herein is situated in the State of California, County of Yolo, unincorporated area, described as follows:

Parcel B of Parcel Map No. 2887 for Frank Rodgers, filed July 12, 1979, in Book 4 of Parcel Maps, Page 99, Yolo County Records.

Excepting therefrom, an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in the Deed from Capital Company, a Corporation to Frank A. Rodgers and Anna Ilg Rodgers, his wife, recorded March 25, 1942, in Book 168 of Official Records, Page 38.

Surface rights down to a depth of 500 feet were quitclaimed to Francis O. Rodgers, also known as Frank O. Rodgers, Lucille E. Rodgers, Francis J. Rodgers and Carol Ann Rodgers, by Quitclaim Deed recorded July 31, 1979, in Book 1379 of Official Records, Page 171.

Also excepting therefrom, an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate below a depth of 500 feet, as reserved in the deed from Francis J. Rodgers, et al., recorded July 31, 1979, in Book 1379 of Official Records, Page 175.

APN: 025-350-025-000

**Exhibit B – Baseline Documentation Certification**

**Acknowledgment of Baseline Documentation Report  
and Receipt of Baseline Documentation Report**

The undersigned, Gerardo Pinedo, representing the County of Yolo, as Landowner, and Alexander Tengolics, representing the Yolo Habitat Conservancy, as Easement Holder, certify as follows:

- a) Each is familiar with the condition of the approximately 30.0 acres, located in the County of Yolo, State of California, designated Assessor’s Parcel Number 025-350-025. Said real property is referred to as the “Easement Area,” in that certain Deed of Conservation Easement and Permanent Restrictions on Use to which this Exhibit B is attached; and
- b) Each does hereby acknowledge and certify that the Baseline Documentation Report, and all of its inclusions, dated April 28, 2023, prepared by Christine Alford, owner of Alford Environmental LLC, is an inventory of the natural resources of the Property and an accurate representation of the condition of the Easement Area as of the date of conveyance of the Deed of Conservation Easement and Permanent Restrictions on Use.

Duplicate originals of the Baseline Documentation Report were signed and delivered by each of Landowner and Easement Holder, and each will receive a duplicate original of the Baseline Documentation Report at the close of escrow.

**LANDOWNER:**  
YOLO COUNTY

\_\_\_\_\_  
By: Oscar E. Villegas, Chair  
Yolo County Board of Supervisors

\_\_\_\_\_  
Date:

**EASEMENT HOLDER:**  
YOLO HABITAT CONSERVANCY

\_\_\_\_\_  
By: Alexander Tengolics, Executive Director

\_\_\_\_\_  
Date:

### **Exhibit C –Title Encumbrances**

- Rights and easements, including but not limited to, recreation, navigation and fishery, which may exist over that portion of said land lying beneath the waters of Cache Creek.
- Rights of the public and of the County of Yolo, as to that portion of the herein described property lying within County Road No. 96, a public road.
- An easement over said land for an irrigation ditch and incidental purposes reserved by Capital Company, in deed recorded March 25, 1942, (book) 168 (page) 38, Official Records. Affects: an undisclosed portion of a larger parcel of land, of which premises is a portion thereof. No representation is made as to the current ownership of said easement.
- The terms, conditions, provisions, and easements as contained in the document entitled "Reciprocal Easement Grant", by and between Francis O. Rodgers, also known as Frank O. Rodgers, Lucille E. Rodgers, Francis J. Rodgers and Carol Ann Rodgers, and A. Teichert and Son, Inc., dated July 29, 1979, recorded July 31, 1979, as (book) 1379 (page) 177, Official Records.
- The terms, conditions, provisions and stipulations as contained in the agreement entitled "Development Agreement", by and between Teichert Land Co., Muller Farms, and the County of Yolo, recorded January 7, 1997, (instrument) 1997-0000310, Official Records.
- Covenants, conditions and restrictions as contained in the deed from Teichert Land Co., recorded December 10, 2004, (instrument) 2004-0056746, Official Records.
- The terms, conditions, provisions and easements as contained in the document entitled "Access Easement and Agreement", by and between County of Yolo and Yolo County Natural Community Conservation Plan Joint Powers Agency, a California Joint Powers Agency, dated September 8, 2021, recorded October 28, 2021, as (instrument) 2021-0040787, Official Records.



**Exhibit D – Notice/Memorandum of Unrecorded Site-Specific Management Plan**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Yolo Habitat Conservancy  
P.O. Box 2202  
Woodland, CA 95776  
Attention: Executive Director

*Exempt from recording fees (Cal. Gov. Code § 27383)*

APN: 025-350-025

Space Above Line for Recorder’s Use Only

**MEMORANDUM OF UNRECORDED MANAGEMENT PLAN**

This Memorandum of Unrecorded Management Plan (Plan), shall be effective upon the date it is recorded with the Yolo County Recorder and is dated for reference purposes only as of June 30, 2023, is recorded to provide notice of a Management Plan affecting a portion of the property encumbered by the Conservation Easement between the Yolo Habitat Conservancy and owner(s) of real property, “Property”, as described in Attachment A.

A **Conservation Easement** was recorded against a portion of the Property consistent with the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (“**Yolo HCP/NCCP**”), dated April 2018; and

The **Yolo Habitat Conservancy** is required to monitor and enforce the terms of the **Conservation Easement**.

Along with the **Conservation Easement** a Management Plan was agreed to by all parties to protect habitat and species on a portion of the Property. The Management Plan provides agreed upon methods/practices and activities as well as restrictions that affect the property. Any changes to the Conservation Easement Management Plan require **Yolo Habitat Conservancy** written approval. It is the Property owner’s responsibility to comply with all requirements of the Conservation Easement Management Plan. A copy of the Management Plan may be obtained by mailing a request to the Yolo Habitat Conservancy P.O. Box 2202, Woodland, CA 95776.

Failure to comply with the terms of the Conservation Easement and Management Plan may result in financial penalties to the property owner.

**LANDOWNER:**  
YOLO COUNTY

**EASEMENT HOLDER:**  
YOLO HABITAT CONSERVANCY

\_\_\_\_\_  
Oscar E. Villegas, Chair  
Yolo County Board of Supervisors

\_\_\_\_\_  
Alexander Tengolics, Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric May, Senior Deputy County Counsel

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

## **Attachment A Legal Description**

The land described herein is situated in the State of California, County of Yolo, unincorporated area, described as follows:

Parcel B of Parcel Map No. 2887 for Frank Rodgers, filed July 12, 1979, in Book 4 of Parcel Maps, Page 99, Yolo County Records.

Excepting therefrom, an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in the Deed from Capital Company, a Corporation to Frank A. Rodgers and Anna Ilg Rodgers, his wife, recorded March 25, 1942, in Book 168 of Official Records, Page 38.

Surface rights down to a depth of 500 feet were quitclaimed to Francis O. Rodgers, also known as Frank O. Rodgers, Lucille E. Rodgers, Francis J. Rodgers and Carol Ann Rodgers, by Quitclaim Deed recorded July 31, 1979, in Book 1379 of Official Records, Page 171.

Also excepting therefrom, an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate below a depth of 500 feet, as reserved in the deed from Francis J. Rodgers, et al., recorded July 31, 1979, in Book 1379 of Official Records, Page 175.

APN: 025-350-025-000

Yolo Habitat Conservancy

Meeting Date: 05/15/2023

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Information

SUBJECT

Receive and file 21-22 independent auditor's report and presentation from Lance, Soll & Lunghard, LLP

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Attachments

Staff Report

Attachment A. 2021-22 Independent Auditor's Report

Attachment B. 2021-22 Audit Communication Letter

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Form Review

Form Started By: Alexander Tengolics

Started On: 05/01/2023 08:46 AM

Final Approval Date: 05/08/2023



# Yolo Habitat Conservancy

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

To: Gary Sandy, Chair  
Members of the Board

From: Alexander Tengolics, Executive Director

Re: Receive and file 21-22 independent auditor's report and presentation from Lance, Soll & Lunghard, LLP

Date: May 15, 2023

---

## **REQUESTED ACTIONS:**

- 1) Receive and file independent auditor's report and presentation from Lance, Soll & Lunghard, LLP (Attachment A)

## **BACKGROUND:**

The Board of Directors requires annual outside audits of the YHC finances, including a presentation to the Board. The Conservancy also provides the audit to member agency city managers and the County Administrator of Yolo County. The independent auditor, Lance, Soll & Lunghard, LLP, completed the 2021-22 independent auditor's report (Attachment B).

The Management Discussion and Analysis within the audit provides information from staff about changes to the Conservancy's net position. Most notably, at the end of the current fiscal year the YHC's total net position increased by \$4,066,043. The Mitigation Fee Fund ended the fiscal year with a positive fund balance of \$3,415,884 and the Conservancy retired all loans from member agencies. The Mitigation Trust Account ended the fiscal year with a positive fund balance of \$533,968; staff expects the account to be fully expended in FY24.

There was a finding in the 2021-22 independent auditor's report regarding year-end close processes. Staff concurs with the recommendations associated with the finding and has developed a work plan to implement.

## **ATTACHMENT:**

Attachment A. 2021-22 Independent Auditor's Report  
Attachment B. 2021-22 Audit Communication Letter



YOLO COUNTY HABITAT/NATURAL  
COMMUNITY CONSERVATION PLAN  
JOINT POWERS AGENCY  
WOODLAND, CALIFORNIA  
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

INDEPENDENT AUDITORS' REPORT,  
BASIC FINANCIAL STATEMENTS AND  
OTHER REPORTS

Focused  
on YOU



YOLO COUNTY HABITAT/NATURAL COMMUNITY CONSERVATION PLAN  
JOINT POWERS AGENCY  
WOODLAND, CALIFORNIA

INDEPENDENT AUDITORS' REPORT,  
BASIC FINANCIAL STATEMENTS AND OTHER REPORTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2022

YOLO COUNTY HABITAT/NATURAL COMMUNITY CONSERVATION PLAN  
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INDEPENDENT AUDITORS' REPORT,  
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FOR THE FISCAL YEAR ENDED JUNE 30, 2022

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JOINT POWERS AGENCY  
WOODLAND, CALIFORNIA

INDEPENDENT AUDITORS' REPORT,  
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FOR THE FISCAL YEAR ENDED JUNE 30, 2022

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## INDEPENDENT AUDITORS' REPORT

To the Honorable Board of Directors  
Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency  
Woodland, California

### Report on the Financial Statements

#### **Opinions**

We have audited the accompanying financial statements of the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency (the Habitat JPA) and each major fund, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Habitat JPA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency (the Habitat JPA) and each major fund, as of June 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Habitat JPA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Habitat JPA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.



To the Honorable Board of Directors  
Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency  
Woodland, California

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Habitat JPA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Habitat JPA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Other Reporting Responsibilities***

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison schedules for the general fund and major special revenue funds be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.



To the Honorable Board of Directors  
Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency  
Woodland, California

We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Supplementary Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Habitat JPA's basic financial statements. The endowment permanent funds budgetary comparison schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects in relation to the basic financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated April 25, 2023 on our consideration of the Habitat JPA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Habitat JPA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Habitat JPA's internal control over financial reporting and compliance.

*Lance, Soll & Lughard, LLP*

Sacramento, California  
April 25, 2023

## Management's Discussion and Analysis

As management of the Yolo Habitat/Natural Community Conservation Joint Powers Agency (Habitat JPA), we offer readers of the Habitat JPA's financial statements this narrative overview and analysis of the financial activities of the Habitat JPA for the fiscal year ended June 30, 2022. We encourage readers to consider the information presented here in conjunction with the Habitat JPA's financial statements and the accompanying notes to the basic financial statements.

### Financial Highlights

The assets of the Habitat JPA exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$7,892,132 (net position), of which \$3,415,884 is reported as unrestricted net position.

The Habitat JPA's total net position increased by \$4,066,043 which was largely driven by mitigation fee revenue.

The Habitat JPA recorded program revenue of \$3,750,363, comprised of mitigation fees, grants, interest, and other income. The Habitat JPA reported \$710,481 in program expense, including professional services, real estate acquisition, and miscellaneous expenses. The Habitat JPA reported resulting net program revenue of \$3,039,882.

### Overview of the Financial Statements

This discussion and analysis serves as an introduction to the Habitat JPA's basic financial statements. The Habitat JPA's financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

**Government-wide financial statements.** The government-wide financial statements are designed to provide readers with a broad overview of the Habitat JPA's finances in a manner similar to a private-sector business and are composed of the *statement of net position* and the *statement of activities*.

The *statement of net position* presents information about the financial position of the Habitat JPA, reflecting all of the Habitat JPA's (a) assets and deferred outflows of resources, and (b) liabilities and deferred inflows of resources on a full accrual basis, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Habitat JPA is improving or deteriorating.

The *statement of activities* presents information about the Habitat JPA's revenues and expenses, also on a full accrual basis, with the emphasis on measuring net revenues and expenses of the Habitat JPA. The *statement of activities* reflects how the government's net position changed during the most recent fiscal year.

All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements can be found on page 12-13 of this report.

### **Fund financial statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Habitat JPA, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Habitat JPA's fund is a governmental fund.

*Governmental funds* are used to account for essentially the same functions reported as governmental *activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Since the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statements of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Habitat JPA's governmental fund accounts for its activities, which include completion of the Yolo HCP/NCCP, acquisition of habitat conservation easements, and monitoring of habitat conservation easements. The Habitat JPA adopts an annual appropriated budget for its funds. A budgetary comparison statement has been provided to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 15-20 of this report.

### **Notes to the basic financial statements**

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 21-30 of this report.

## Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Habitat JPA, assets exceeded liabilities by \$7,892,123 at the close of the most recent fiscal year.

The largest portion of the Habitat JPA's net position, \$4,312,600, reflects cash and investments.

### STATEMENT OF NET POSITION

	<u>2022</u>	<u>2021</u>	<u>Increase (Decrease)</u>
<b>Assets:</b>			
Current Assets:			
Cash and investments	\$ 4,312,600	\$ 1,593,436	\$ 2,719,164
Receivables:			
Accounts	-	24,563	(24,563)
Due from other governments	58,185	109,280	(51,095)
Restricted cash and investments	435,522	416,365	19,157
	<u>4,806,307</u>	<u>2,143,644</u>	<u>2,662,663</u>
Noncurrent Assets:			
Capital assets not being depreciated	3,407,811	2,174,926	1,232,885
<b>Total Assets</b>	<b><u>8,214,118</u></b>	<b><u>4,318,570</u></b>	<b><u>3,895,548</u></b>
<b>Liabilities:</b>			
Accounts payable	109,748	59,497	50,251
Unearned revenue	176,741	217,231	(40,490)
Deposits payable	16,980	2,230	14,750
Due to other governments	18,517	-	18,517
Loans payable	-	213,523	(213,523)
<b>Total Liabilities</b>	<b><u>321,986</u></b>	<b><u>492,481</u></b>	<b><u>(170,495)</u></b>
<b>Net Position:</b>			
Net Invested in capital assets	3,407,811	2,174,926	1,232,885
Restricted	1,068,437	1,261,431	(192,994)
Unrestricted	3,415,884	389,732	3,026,152
<b>Total Net Position</b>	<b><u>\$ 7,892,132</u></b>	<b><u>\$ 3,826,089</u></b>	<b><u>\$ 4,066,043</u></b>

At the end of the current fiscal year, the Habitat JPA’s total net position increased by \$4,109,917 which was largely driven by mitigation fee revenue.

**CHANGES IN NET POSITION**

	<u>2022</u>	<u>2021</u>	<u>Increase (Decrease)</u>
<b>Program Expenses:</b>			
Professional services	\$ 517,620	\$ 537,285	\$ (19,665)
Miscellaneous expenses	192,861	950	191,911
Total program expenses	<u>710,481</u>	<u>538,235</u>	<u>172,246</u>
<b>Program Revenues:</b>			
Operating grants, contributions and fees	<u>3,750,363</u>	<u>854,871</u>	<u>2,895,492</u>
Total program revenues	<u>3,750,363</u>	<u>854,871</u>	<u>2,895,492</u>
Net program revenue	<u>3,039,882</u>	<u>316,636</u>	<u>2,723,246</u>
<b>General Revenues (Expenses):</b>			
Capital contributions	1,232,885	-	1,232,885
Use of money and property (losses on investment)	(160,459)	(26,668)	(133,791)
Interest expense	<u>(2,591)</u>	<u>-</u>	<u>(2,591)</u>
Total general revenues (expenses)	<u>1,069,835</u>	<u>(26,668)</u>	<u>1,096,503</u>
Change in net position	<u>4,109,717</u>	<u>289,968</u>	<u>3,819,749</u>
Net position at Beginning of Year	3,826,089	3,536,121	289,968
Restatement of Net Position (Note 11)	<u>(43,674)</u>	<u>-</u>	<u>(43,674)</u>
Net position at Beginning of Year, as restated	<u>3,782,415</u>	<u>3,536,121</u>	<u>246,294</u>
Net Position at End of Year	<u>\$ 7,892,132</u>	<u>\$ 3,826,089</u>	<u>\$ 4,066,043</u>

**Government-wide Financial Analysis**

As noted earlier, the Habitat JPA uses fund accounting to ensure and demonstrate compliance with legal and governmental accounting requirements.

**Governmental Funds**

The focus of the Habitat JPA’s governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Habitat JPA’s financing requirements. In particular, unassigned fund balance may serve as a useful measure of the Habitat JPA’s net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the Habitat JPA’s General Fund reported an ending unassigned fund balance of \$3,415,884, an increase of \$2,812,629 from the prior fiscal year as a result of mitigation fee revenues.

At the end of the current fiscal year, the Habitat JPA's new Grant Revenue Special Revenue Fund and Other Revenue Special Revenue Fund reported an ending fund balance of \$29,818, and \$69,129, respectively. Grant Revenue Special Revenue Fund was also subject to a \$(43,674) restatement to correct erroneously duplication prior year accounts receivable and revenue recorded as of June 30, 2021 related to various grant activities.

At the end of the current fiscal year, the Habitat JPA's Mitigation Trust Account Fund Special Revenue Fund reported an ending assigned fund balance of \$533,968. The entire fund balance is restricted to acquisition of habitat conservation easements consistent with the Interim Swainson's Hawk Mitigation Program and required burrowing owl mitigation. The Habitat JPA expects to expend the remaining funds in this account in future fiscal years on the acquisition of habitat conservation easements. The Interim Swainson's Hawk Mitigation Program ceased to exist after the wildlife agencies issued the Habitat JPA permits in January 2019.

At the end of the current fiscal year, the Habitat JPA's Pre-permit and Post Permit Permanent Funds reported an ending fund balance of \$335,708 and \$99,814 respectively, a decrease of \$48,453 from prior year in the Pre-permit Permanent Fund, and an increase of \$67,610 in the Post-permit Permanent Fund. The decrease in the Pre-permit Permanent Fund is due to investment loss due to market conditions.

### **Mitigation Fee Fund Budgetary Highlights**

The material difference between the final budget and the actual amounts can be briefly summarized as follows:

- During the fiscal year ended June 30, 2022, the Habitat JPA received more mitigation fee revenue than budgeted.
- The Habitat JPA spent less on professional services, easement acquisitions, and other expenses than originally budgeted.

### **Grant Fund Budgetary Highlights**

The material difference between the final budget and the actual amounts can be briefly summarized as follows:

- During the fiscal year ended June 30, 2022, the Habitat JPA engaged in fewer grant billable tasks than anticipated resulting in less grant revenues and expenditures than budgeted.

### **Other Revenue Fund Budgetary Highlights**

The material difference between the final budget and the actual amounts can be briefly summarized as follows:

- During fiscal year ended June 30, 2022 there were more Special Participating Entity projects than anticipated, resulting in revenues greater than budgeted.



- During the fiscal year ended June 30, 2022, the Habitat JPA engaged in fewer cost recovery agreement tasks than anticipated resulting in less expenditures than budgeted.

### **Mitigation Trust Fund Budgetary Highlights**

The material difference between the final budget and the actual amounts can be briefly summarized as follows:

- During the fiscal year ended June 30, 2022, the Habitat JPA experienced losses on investments due to market conditions.
- During the fiscal year ended June 30, 2022, fewer conservation easement acquisitions were finalized and as such expenditures were less than budgeted.

### **Capital Assets**

The Habitat JPA's net investment in capital assets, as of June 30, 2022 amounts to \$3,407,811. This investment in capital assets includes land, easements and other intangible assets, construction in progress, land improvements, machinery and equipment, and pre-acquisition costs.

Additional information on the Habitat JPA's capital assets can be found in the notes to the basic financial statements.

### **Debt Administration**

The Habitat JPA retired all debts to Yolo County, the City of Winters and the City of Davis as of June 30, 2022.

### **Economic Factors and Next Year's Budgets and Rates**

The Habitat JPA expects to secure additional revenue from mitigation fees in 2022-23. The Habitat JPA will continue to contract with Yolo County for administrative services. The Habitat JPA also expects to increase expenditures on permitting and real estate acquisition assistance and easement monitoring as the Habitat JPA proceeds with easement acquisitions. The Habitat JPA will also continue work on multiple grants.

All of these factors were considered in preparing the Habitat JPA's budget for the fiscal year ending June 30, 2023.

## **Request for Information**

This financial report is designed to provide a general overview of the Habitat JPA's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Yolo Habitat JPA, 625 Court Street, Room 202, Woodland, California 95695. The Habitat JPA can also be reached by telephone at (530) 666- 8150 or via email at [info@yolohabitatconservancy.org](mailto:info@yolohabitatconservancy.org). For more information about the Habitat JPA or the Yolo HCP/NCCP, please visit the website at [www.yolohabitatconservancy.org](http://www.yolohabitatconservancy.org).

**GOVERNMENT – WIDE FINANCIAL STATEMENTS**

YOLO COUNTY HABITAT/NATURAL COMMUNITY  
CONSERVATION PLAN JOINT POWERS AGENCY

STATEMENT OF NET POSITION  
JUNE 30, 2022

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**Assets:**

Current Assets:

Cash and investments	\$ 4,312,600
Due from other governments	58,185
Restricted cash and investments	61,765
Restricted cash with fiscal agent	373,757
	<hr/>
	4,806,307

Noncurrent Assets:

Capital assets not being depreciated	3,407,811
	<hr/>

**Total Assets**

**8,214,118**

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**Liabilities:**

Accounts payable	109,748
Unearned revenue	176,741
Deposits payable	16,980
Due to other governments	18,517
	<hr/>

**Total Liabilities**

**321,986**

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**Net Position:**

Net Invested in capital assets	3,407,811
Restricted for:	
Wildlife mitigation	632,915
Endowment	435,522
Unrestricted	3,415,884
	<hr/>

**Total Net Position**

**\$ 7,892,132**

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The notes to the basic financial statements are an integral part of this statement.

YOLO COUNTY HABITAT/NATURAL COMMUNITY  
CONSERVATION PLAN JOINT POWERS AGENCY

STATEMENT OF ACTIVITIES  
YEAR ENDED JUNE 30, 2022

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**Program Expenses:**

Professional services	\$ 517,620
Miscellaneous expenses	<u>192,861</u>
Total program expenses	<u>710,481</u>

**Program Revenues:**

Operating grants, contributions and fees	<u>3,750,363</u>
Total program revenues	<u>3,750,363</u>
Net program revenue	<u>3,039,882</u>

**General Revenues (Expenses):**

Capital contributions	1,232,885
Use of money and property (losses on investments)	(160,459)
Interest expense	<u>(2,591)</u>
Total general revenues (expenses)	<u>1,069,835</u>

Change in net position	<u>4,109,717</u>
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Net Position at Beginning of Year	3,826,089
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Restatement of Net Position (Note 11)	<u>(43,674)</u>
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Net position at Beginning of Year, as restated	<u>3,782,415</u>
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Net Position at End of Year	<u><u>\$ 7,892,132</u></u>
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The notes to the basic financial statements are an integral part of this statement.

**FUND FINANCIAL STATEMENTS**

YOLO COUNTY HABITAT/NATURAL COMMUNITY  
CONSERVATION PLAN JOINT POWERS AGENCY

BALANCE SHEET  
GOVERNMENTAL FUNDS  
JUNE 30, 2022

	Special Revenue Funds			
	General	Grant Fund	Other Revenue Fund	Mitigation Trust Account Fund
<b>Assets:</b>				
Pooled cash and investments	\$ 3,677,424	\$ 17,329	\$ 83,879	\$ 533,968
Due from other governments	-	58,185	-	-
Restricted assets:				
Cash and investments	-	-	-	-
Cash and investments with fiscal agents	-	-	-	-
<b>Total Assets</b>	<b>\$ 3,677,424</b>	<b>\$ 75,514</b>	<b>\$ 83,879</b>	<b>\$ 533,968</b>
<b>Liabilities and Fund Balances</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 64,052	\$ 45,696	\$ -	\$ -
Unearned revenues	176,741	-	-	-
Deposits payable	2,230	-	14,750	-
Due to other governments	18,517	-	-	-
<b>Total Liabilities</b>	<b>261,540</b>	<b>45,696</b>	<b>14,750</b>	<b>-</b>
<b>Fund Balances:</b>				
<b>Nonspendable:</b>				
Endowment	-	-	-	-
<b>Restricted for:</b>				
Wildlife mitigation	-	29,818	69,129	533,968
<b>Unassigned</b>	<b>3,415,884</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Fund Balances</b>	<b>3,415,884</b>	<b>29,818</b>	<b>69,129</b>	<b>533,968</b>
<b>Total Liabilities and Fund Balances</b>	<b>\$ 3,677,424</b>	<b>\$ 75,514</b>	<b>\$ 83,879</b>	<b>\$ 533,968</b>

The notes to the basic financial statements are an integral part of this statement.

YOLO COUNTY HABITAT/NATURAL COMMUNITY  
CONSERVATION PLAN JOINT POWERS AGENCY

BALANCE SHEET  
GOVERNMENTAL FUNDS  
JUNE 30, 2022

	Permanent Funds		Total Governmental Funds
	Pre-Permit Endowment Fund	Post-Permit Endowment Fund	
<b>Assets:</b>			
Pooled cash and investments	\$ -	\$ -	\$ 4,312,600
Due from other governments	-	-	58,185
Restricted assets:			
Cash and investments	11,874	49,891	61,765
Cash and investments with fiscal agents	323,834	49,923	373,757
<b>Total Assets</b>	<b>\$ 335,708</b>	<b>\$ 99,814</b>	<b>\$ 4,806,307</b>
<b>Liabilities and Fund Balances</b>			
<b>Liabilities:</b>			
Accounts payable	\$ -	\$ -	\$ 109,748
Unearned revenues	-	-	176,741
Deposits payable	-	-	16,980
Due to other governments	-	-	18,517
<b>Total Liabilities</b>	<b>-</b>	<b>-</b>	<b>321,986</b>
<b>Fund Balances:</b>			
<b>Nonspendable:</b>			
Endowment	335,708	99,814	435,522
<b>Restricted for:</b>			
Wildlife mitigation	-	-	632,915
<b>Unassigned</b>	<b>-</b>	<b>-</b>	<b>3,415,884</b>
<b>Total Fund Balances</b>	<b>335,708</b>	<b>99,814</b>	<b>4,484,321</b>
<b>Total Liabilities and Fund Balances</b>	<b>\$ 335,708</b>	<b>\$ 99,814</b>	<b>\$ 4,806,307</b>

The notes to the basic financial statements are an integral part of this statement.



YOLO COUNTY HABITAT/NATURAL COMMUNITY  
CONSERVATION PLAN JOINT POWERS AGENCY

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
JUNE 30, 2022

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Fund balances of governmental funds	\$ 4,484,321
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets net of depreciation have not been included as financial resources in governmental fund activity.	<u>3,407,811</u>
<b>Net Position of governmental activities</b>	<b><u><u>\$ 7,892,132</u></u></b>

The notes to the basic financial statements are an integral part of this statement.

YOLO COUNTY HABITAT/NATURAL COMMUNITY  
CONSERVATION PLAN JOINT POWERS AGENCY

STATEMENT OF REVENUES,  
EXPENDITURES AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
YEAR ENDED JUNE 30, 2022

	Special Revenue Funds			
	General	Grant Fund	Other Revenue Fund	Mitigation Trust Account Fund
<b>Revenues:</b>				
Grant revenue	\$ -	\$ 56,090	\$ -	\$ -
Fee revenue	9,905	-	20,000	-
Mitigation fees	3,561,554	-	27,374	-
Use of money and property (losses on investment)	(90,908)	1,106	(2,121)	(13,916)
<b>Total Revenues (Losses)</b>	<b>3,480,551</b>	<b>57,196</b>	<b>45,253</b>	<b>(13,916)</b>
<b>Expenditures:</b>				
Current:				
Professional services	449,596	67,483	-	-
Other expenditures	2,212	-	-	189,527
Debt service:				
Principal retirement	213,523	-	-	-
Interest and fiscal charges	2,591	-	-	-
<b>Total Expenditures</b>	<b>667,922</b>	<b>67,483</b>	<b>-</b>	<b>189,527</b>
Net Change in Fund Balances	2,812,629	(10,287)	45,253	(203,443)
Fund Balances, Beginning of Year, as previously reported	603,255	83,779	23,876	737,411
Restatements (Note 11)	-	(43,674)	-	-
Fund Balances, Beginning of Year, as restated	603,255	40,105	23,876	737,411
<b>Fund Balances, End of Year</b>	<b>\$ 3,415,884</b>	<b>\$ 29,818</b>	<b>\$ 69,129</b>	<b>\$ 533,968</b>

The notes to the basic financial statements are an integral part of this statement.

YOLO COUNTY HABITAT/NATURAL COMMUNITY  
CONSERVATION PLAN JOINT POWERS AGENCY

STATEMENT OF REVENUES,  
EXPENDITURES AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
YEAR ENDED JUNE 30, 2022

	Permanent Funds		Total Governmental Funds
	Pre-Permit Endowment Fund	Post-Permit Endowment Fund	
<b>Revenues:</b>			
Grant revenue	\$ -	\$ -	\$ 56,090
Fee revenue	-	-	29,905
Mitigation fees	-	75,440	3,664,368
Use of money and property (losses on investment)	(46,940)	(7,680)	(160,459)
<b>Total Revenues (Losses)</b>	<b>(46,940)</b>	<b>67,760</b>	<b>3,589,904</b>
<b>Expenditures:</b>			
Current:			
Professional services	541	-	517,620
Other expenditures	972	150	192,861
Debt service:			
Principal retirement	-	-	213,523
Interest and fiscal charges	-	-	2,591
<b>Total Expenditures</b>	<b>1,513</b>	<b>150</b>	<b>926,595</b>
Net Change in Fund Balances	(48,453)	67,610	2,663,309
Fund Balances, Beginning of Year, as previously reported	384,161	32,204	1,864,686
Restatements (Note 11)	-	-	(43,674)
Fund Balances, Beginning of Year, as restated	384,161	32,204	1,821,012
<b>Fund Balances, End of Year</b>	<b>\$ 335,708</b>	<b>\$ 99,814</b>	<b>\$ 4,484,321</b>

The notes to the basic financial statements are an integral part of this statement.

YOLO COUNTY HABITAT/NATURAL COMMUNITY  
CONSERVATION PLAN JOINT POWERS AGENCY

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF ACTIVITIES  
YEAR ENDED JUNE 30, 2022

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The schedule below reconciles the Net Changes in Fund Balances reported on the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance, which measures only changes in current assets and current liabilities on the modified accrual basis, with the Change in Net Position of Governmental Activities reported in the Statement of Activities, which prepared on the full accrual basis.

Net change in fund balances - total governmental funds	\$ 2,663,309
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the costs of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.	
Capital contribution of donated assets	1,232,885
Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.	
Loan repayments	<u>213,523</u>
<b>Change in net position of governmental activities</b>	<b><u><u>\$ 4,109,717</u></u></b>

The notes to the basic financial statements are an integral part of this statement.

YOLO COUNTY HABITAT/NATURAL COMMUNITY CONSERVATION  
PLAN JOINT POWERS AGENCY

NOTES TO FINANCIAL STATEMENTS  
YEAR ENDED JUNE 30, 2022

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**Note 1: Summary of Significant Accounting Policies**

**a. Reporting Entity**

The Yolo County Habitat/Natural Community Conservation Joint Powers Agency (Habitat JPA) was founded in August 2002, under the provision of Section 61600 of the Government Code of the State of California. The Health and Safety Code and the Water Code of the State of California regulate the Habitat JPA's operations.

The Habitat JPA was formed for the purposes of acquiring Swainson's hawk habitat conservation easements and to serve as the lead agency for the preparation and implementation of the Yolo Habitat Conservation Plan/ Natural Community Conservation Plan (HCP/NCCP).

The JPA governing Board is composed of representatives from member agencies, which include two members of the Yolo County Board of Supervisors, one member each from the City Councils of Davis, Woodland, West Sacramento and Winters, and one ex-officio member from University of California, Davis.

**b. Basis of Accounting**

*Government-Wide Statements*

The statement of net position and statement of activities display information about the primary government of the Habitat JPA. These statements include the financial activities of the overall Habitat JPA.

The statement of activities presents a comparison between direct expenses and program revenues for the Habitat JPA's governmental activity. Direct expenses are those that are specifically associated with the operations of the Habitat JPA. Program revenues include charges for services, mitigation fees and grants and contributions that are restricted to meeting the operational or capital requirements of the Habitat JPA. Revenues that are not classified as program revenues, including investment income, are presented instead as general revenues.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Grants and similar items are recognized as revenues as soon as eligibility requirements have been met.

*Fund Financial Statements*

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available to finance expenditures of the current period. A 365-day availability period is used for revenue recognition for all governmental fund revenues. Expenditures are generally recorded when a liability is incurred, as under accrual accounting.

YOLO COUNTY HABITAT/NATURAL COMMUNITY CONSERVATION  
PLAN JOINT POWERS AGENCY

NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
YEAR ENDED JUNE 30, 2022

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**Note 1: Summary of Significant Accounting Policies (Continued)**

Nonexchange transactions, in which the Habitat JPA gives (or receives) value without directly receiving (or giving) value in exchange, include developer mitigation fees, grants, entitlements, and donations. On a modified accrual basis, revenues from grants, entitlements and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied and resources meet the availability criteria.

The Habitat JPA reports the following major governmental funds:

- The *General Fund* is the general operating fund of the Habitat JPA and is used to account for all financial resources.
- The *Grant Special Revenue Fund* records all grant revenues and expenditures through this fund.
- The *Other Revenue Special Revenue Fund* records revenue from special participating entities contribution to recovery fees, landowner contributions, and other non-mitigation fee revenue.
- The *Mitigation Trust Account Special Revenue Fund (previously the Wildlife Mitigation Fund)* records Swainson's hawk mitigation fees collected prior to permit issuance on January 9, 2019.
- The *Pre-Permit Endowment Fund (previously Stewardship Permanent Fund)* is used for restricted revenues and resources for conservation easement stewardship to maintain and monitor the easements in accordance with the easement agreements prior to permit issuance on January 9, 2019. The funds are based on individual easement agreements with land owners but the principal amounts are to remain intact and interest earned on the funds will be used to perform monitoring activities in perpetuity.
- The *Post-Permit Endowment Fund* is used for restricted revenues and resources for conservation easement stewardship to maintain and monitor the easements in accordance with the easement agreements after permits have been issued. The funds are based on individual easement agreements with land owners but the principal amounts are to remain intact and interest earned on the funds will be used to perform monitoring activities in perpetuity.

**b. Cash**

The total of restricted and unrestricted cash comprises cash and investments in the County Treasury. Cash is defined as all cash and investments with maturities of 90 days or less and the Habitat JPA's investment in the County of Yolo's pooled cash and investments.

**c. Fair Value Measurement**

The Habitat JPA implemented Governmental Accounting Standards Board (GASB) Statement No. 72, *Fair Value Measurement and Application* for reporting purposes and applying fair value to certain investments and disclosures related to all fair value measurements. The Habitat JPA categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles.

**YOLO COUNTY HABITAT/NATURAL COMMUNITY CONSERVATION  
PLAN JOINT POWERS AGENCY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
YEAR ENDED JUNE 30, 2022**

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**Note 1: Summary of Significant Accounting Policies (Continued)**

The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The Habitat JPA is a participant in the Yolo County Treasurer's Pool (County Pool). The County Pool is an external investment pool, is not rated and is not registered with the Securities Exchange Commission (SEC). The Yolo County Treasury Oversight Committee conducts County Pool oversight. Cash on deposit in the County Pool at June 30, 2022, is stated at fair value. The County Pool values participant shares on an amortized cost basis during the year and adjusts to fair value at year-end. For further information regarding the County Pool, refer to the County of Yolo Comprehensive Annual Financial Report.

**d. Due From Other Governments**

Due from other governments receivables are recorded at their gross value and, where appropriate, are reduced by the portion that is considered uncollectible. Receivables consist primarily of grant claims that have been filed but not received as of year-end. Management believes its receivable balance to be fully collectible and, accordingly, no allowance for doubtful accounts has been recorded.

**e. Capital Assets**

All capital assets, including easements, are capitalized by the Habitat JPA. The Habitat JPA defines capital assets as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Purchased capital assets are stated at cost. Donated fixed assets are valued at their acquisition value. Depreciation of exhaustible capital assets is charged as an expense against operations. Capital assets of the Habitat JPA are reported in the statement of net position, net of accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the capital assets. Easements and intangible assets have indefinite useful lives and are not depreciated.

The Habitat JPA also capitalizes conservation easements acquired per the initiative of the Habitat JPA's objective. Conservation easements are a form of deed restriction that landowners voluntarily place on their property to protect certain features, including agricultural and wildlife habitat, open space, or cultural resources. A conservation easement is recorded in the chain of title and it vests the easement "holder" with authority to monitor the property and enforce the restrictions set forth in the easement. The landowner retains fee title to the property and, subject to the restrictions in the conservation easement, continues to determine the types of land uses and activities that occur on the property. Often, this includes continuing his or her current use of the encumbered property so long as such use(s) are compatible with the terms of the conservation easement.

YOLO COUNTY HABITAT/NATURAL COMMUNITY CONSERVATION  
PLAN JOINT POWERS AGENCY

NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
YEAR ENDED JUNE 30, 2022

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**Note 1: Summary of Significant Accounting Policies (Continued)**

**f. Deferred Inflows of Resources**

The deferred inflows of resources represent an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Unavailable revenues represent amounts associated with the state and federal grants of the Habitat JPA which are not expected to be received within the Habitat JPA's period of availability of 365 days. As such, these amounts are not available for expenditure and are required to be recorded as deferred inflows of resources in the governmental funds balance sheet.

**g. Net Position/Fund Balance**

Net Position is displayed in three components:

- *Invested in capital assets* - Consists of capital assets, net of accumulated depreciation.
- *Restricted net position* - Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.
- *Unrestricted net position* - All other net position that does not meet the definition of "restricted" or "net investment in capital assets."

When both restricted and unrestricted net position is available, restricted resources are used only after the unrestricted resources are depleted.

The governmental funds utilize a classified fund balance presentation. Fund balances are reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts can be spent as follows:

- *Nonspendable* – to reflect amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.
- *Restricted* – to reflect amounts that can only be used for specific purposes pursuant to constraints either:
  - (a) externally imposed by creditors (such as debt covenants), grants, contributors, or laws or regulations of other governments or
  - (b) imposed by law through constitutional provisions or enabling legislation.



YOLO COUNTY HABITAT/NATURAL COMMUNITY CONSERVATION  
PLAN JOINT POWERS AGENCY

NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
YEAR ENDED JUNE 30, 2022

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**Note 1: Summary of Significant Accounting Policies (Continued)**

- *Committed* – to reflect amounts that can only be used for specific purposes pursuant to the constraints imposed by formal action of the Board of the Habitat JPA. The formal action necessary to establish (and modify or rescind) a commitment is done through a majority vote via resolution of the Board of the Habitat JPA.
- *Assigned* – to reflect amounts that are constrained by formal actions of the Board of the Habitat JPA's intent to be used for specific purposes but are neither restricted nor committed. A formal action is not required to re-assign fund balance.
- *Unassigned* – to reflect amounts that have not been restricted, committed, or assigned to specific purposes.

When committed, assigned, and unassigned fund balance amounts are available for use, it is the Habitat JPA's policy to use committed resources first, then assigned resources, and then unassigned resources as they are needed.

**h. General Reserve**

During October 2013, the Board of Directors of the Habitat JPA adopted a general reserve of \$60,087. The reserve can only be released with action from the Board of Directors and was established in order to reserve funding to ensure fiscal stability of the Habitat JPA. The general reserve is reported in the General Fund's unassigned fund balance.

**i. Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts and disclosure of contingent amounts at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Note 2: Cash and Investments**

Habitat JPA holds restricted and unrestricted cash and investments with the Treasurer of the County of Yolo in a cash and investment pool. On a quarterly basis the Auditor Controller allocates interest to participants based upon their average daily balances. The Treasurer's investments and policies are overseen by the Yolo County Treasury Oversight Committee. Required disclosure information regarding the credit risk, custodial credit risk, concentration risk and interest rate risk of investments can be found in the County of Yolo's basic financial statements. The County of Yolo's financial statements may be obtained by contacting the County of Yolo's Auditor-Controller's Office at 625 Court Street, Room 103, Woodland, California 95695. The Yolo County Treasury Oversight Committee oversees the Treasurer's investments and policies.

Investments held in the County's investment pool are available on demand and are stated at fair value.

**YOLO COUNTY HABITAT/NATURAL COMMUNITY CONSERVATION  
PLAN JOINT POWERS AGENCY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
YEAR ENDED JUNE 30, 2022**

**Note 2: Cash and Investments (Continued)**

California Government Code authorizes the Treasurer of the County to invest excess funds in the following list of eligible securities:

- a. Obligations of the County or any local agency and instrumentality in or of the State of California.
- b. Obligations of the U.S. Treasury, agencies and instrumentalities.
- c. Bankers' acceptances eligible for purchase by the Federal Reserve System.
- d. Commercial paper with an A-1 rating by Moody's Investors Service or a P-1 rating by Standard & Poor's Corporation.
- e. Repurchase agreements or reverse repurchase agreements.
- f. Medium-term notes with a five-year maximum maturity of corporations operating within the United States and rated in the top three rating categories by Moody's Investors Service and Standard & Poor's Corporation.
- g. Shares of beneficial interest issued by diversified management companies (money market funds) investing in securities and obligations as outlined in a) through f) above. Certain security rankings and/or organizational requirements apply to this type of investment.

Cash and investments are classified in the financial statements as follows:

Cash and Investments:

Cash in County Pooled Treasury	\$ 4,312,600
Restricted Cash and Yolo Community Foundation Endowment	<u>435,522</u>
Total Cash and Investments	<u>\$ 4,748,122</u>

Investments

The Habitat JPA invests its cash in the County of Yolo Treasury Investment Pool. The Habitat JPA does not have its own investment policy defining criteria for selecting acceptable financial institutions, brokers/dealers, or allowable investment types as defined by Government Code 53601. The investments in the County of Yolo Treasury Investment Pool follow the County's investment policy with oversight by the Yolo County Treasury Oversight Committee.

At June 30, 2022, the Habitat JPA had the following investments:

	<u>Interest Rates</u>	<u>Maturities</u>	<u>Cost Value</u>	<u>Fair Value</u>
Cash in County Pooled Treasury	Variable	On demand	\$ 4,312,600	\$ 4,312,600
Restricted Cash in County Pooled Treasury	Variable	On demand	<u>435,522</u>	<u>435,522</u>
Total Cash and Investments			<u>\$ 4,748,122</u>	<u>\$ 4,748,122</u>

YOLO COUNTY HABITAT/NATURAL COMMUNITY CONSERVATION  
PLAN JOINT POWERS AGENCY

NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
YEAR ENDED JUNE 30, 2022

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**Note 2: Cash and Investments (Continued)**

At June 30, 2022 the Habitat JPA had the following restrictions on cash balances:

Restricted for:

Conservation Easement Endowment	\$ 61,765
Yolo Community Foundation Endowment	<u>373,757</u>
Total Restricted Cash	<u>\$ 435,522</u>

The restricted cash is to provide funds for the monitoring of easements to ensure landowners follow the terms of the conservation easements purchased by the Yolo Habitat JPA. The monitoring is performed by the Habitat JPA, Yolo Land Trust, or California Waterfowl Association depending on the individual easement and reimbursed from the Habitat JPA's restricted cash. In addition, the Habitat JPA held \$435,522 in various Yolo Community Foundation Endowment accounts for the year ended June 30, 2022.

Interest Rate Risk:

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in the market interest rate.

Credit Risk:

State law limits investments in commercial paper, corporate bonds, and mutual bond funds to the top two ratings issued by nationally recognized statistical rating organizations. The Habitat JPA has no investment policy that would further limit its investment choices.

Fair Value Measurement

The Habitat JPA categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 input are quoted prices in active markets for identical assets, Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. As of June 30, 2022, the Habitat JPA held no individual investments. All funds are invested in the County Pool.

In instances where inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. Habitat JPA's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset or liability. Deposits and withdrawals from the County Pool are made on the basis of \$1 and not fair value.

Accordingly, the Habitat JPA's proportionate share of investments in the County Pool at June 30, 2022 of \$4,748,122 is an uncategorized input not defined as a Level 1, Level 2, or Level 3 input.

**YOLO COUNTY HABITAT/NATURAL COMMUNITY CONSERVATION  
PLAN JOINT POWERS AGENCY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
YEAR ENDED JUNE 30, 2022**

**Note 3: Capital Assets**

The Habitat JPA's capital assets consist of land easement agreements. The agreement limits certain uses on all or a portion of a property for conservation purposes while keeping the property in the landowner's ownership and control. These agreements do not have an expiration date and thus, the easements are considered to have indefinite useful lives.

A summary of changes in capital assets for the year ended June 30, 2022 is as follows:

	Balance July 1, 2021	Additions	Retirements	Balance June 30, 2022
Capital Assets, Not Being Depreciated				
Land Easements	\$ 2,174,926	\$ 1,232,885	\$ -	\$ 3,407,811
Total Capital Assets, Not being Depreciated	<u>\$ 2,174,926</u>	<u>\$ 1,232,885</u>	<u>\$ -</u>	<u>\$ 3,407,811</u>

**Note 4: Loans Payable**

During fiscal year 2019, the Habitat JPA's Board of Directors approved requests to member agencies for loans and pre-payments of mitigation fees to support implementation work for the NCCP/HCP. Total funding of \$426,890 was approved, and in fiscal year 2019, \$213,523 in loans were issued. The loans were fully repaid in fiscal year 2022 and the balance in loans payable is \$0 as of June 30, 2022.

**Note 5: Risk Management**

The Habitat JPA is exposed to various risks of loss related to workers' compensation and general liability. The Habitat JPA participates in the Yolo County Public Agency Risk Management Insurance Agency (YCPARMIA), a public entity risk pool of governmental entities within Yolo County, for comprehensive general and auto liability, and worker's compensation insurance. Through the Habitat JPA's membership in the YCPARMIA, the Habitat JPA is provided with excess coverage through the California State Association of Counties – Excess Insurance Agency for catastrophic liability losses. Loss contingency reserves established by YCPARMIA are funded by contributions from member agencies.

The Habitat JPA pays an annual premium to YCPARMIA that includes its pro-rata share of excess insurance premiums, charges for the pooled risk, claims adjusting and legal cost, and administrative and other costs to operate the YCPARMIA. The Habitat JPA's deductibles and maximum coverages are as follows:

2022 Coverage	Deductible	YCPARMIA	Excess
General Liability	\$ 5,000	\$ 500,000	\$ 40,000,000

The Habitat JPA has had no settlements exceeding coverage in the fiscal year ended June 30, 2022 or the prior two fiscal years.

**YOLO COUNTY HABITAT/NATURAL COMMUNITY CONSERVATION  
PLAN JOINT POWERS AGENCY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
YEAR ENDED JUNE 30, 2022**

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**Note 6: Related Party Transactions**

The County of Yolo provides certain legal, accounting, administrative, and other professional services to the Habitat JPA. Although the Habitat JPA was created in part by the County of Yolo, it is not part of the County's financial reporting entity. Legal, payroll, and accounting services are billed separately and at amounts that will approximately recover the County's full cost of providing such services. The Habitat JPA had expenditures for services provided by the County for the 2022 fiscal year as follows:

	Amount
Legal	\$ 4,400

**Note 7: Contingencies**

The Habitat JPA receives funding for specific purposes through state and federal grants that are subject to review and audit by the funding source. Such audits could result in a request for reimbursement of expenditures to be disallowed under the terms and conditions of the contracts. Management is of the opinion that no material liabilities will result from such potential audits.

**Note 8: Mitigation Credits**

On November 10, 2008, the Habitat JPA Board of Directors adopted Resolution 2008-02 supporting the creation of receiving sites for Swainson's Hawk Foraging Habitat Mitigation and the subsequent sale of mitigation credits. The Habitat JPA has engaged in the subsequent sale and exchange of mitigation credits in order to acquire conservation easements. The Habitat JPA is responsible for the tracking and management of the mitigation credits provided. As of June 30, 2022, a total of 5 mitigation receiving sites have been established for 980.7 acres. A total of 828.773 credits have been issued as of June 30, 2022. Landowners are responsible for reporting the sales of credits to the Habitat JPA in accordance with the Mitigation Credit agreement between the Habitat JPA and the landowner.

**Note 9: Contingencies and Commitments**

Grant Awards

The Habitat participates in certain federal, and state assisted grant programs. These programs are subject to program compliance audits by the grantors or their representatives. Any liability for reimbursement which may arise as the result of these audits is not believed to be material.

**Note 10: Economic Dependence**

The Habitat JPA is economically dependent on revenue derived from mitigation fees from member agencies consisting of 90 percent of General Fund program revenues for the year ended June 30, 2022. The Habitat JPA is dependent on the continued support member agencies for the organization's objective of the implementation of the Yolo County Habitat/Natural Community Conservation Plan and to continue operations in the future.

YOLO COUNTY HABITAT/NATURAL COMMUNITY CONSERVATION  
PLAN JOINT POWERS AGENCY

NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
YEAR ENDED JUNE 30, 2022

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**Note 11: Restatement of Fund Balance/Net Position**

The beginning fund balance and net position of the Habitat JPA was restated by \$(43,674) to correct erroneously duplicated prior year accounts receivable and revenue recorded as of June 30, 2021 related to various grant activities.

**REQUIRED SUPPLEMENTARY INFORMATION**

YOLO COUNTY HABITAT/NATURAL COMMUNITY  
 CONSERVATION PLAN JOINT POWERS AGENCY

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
 GENERAL FUND  
 YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>Revenues</b>				
Fee revenue	\$ -	\$ -	\$ 9,905	\$ 9,905
Mitigation fees	1,500,000	1,500,000	3,561,554	2,061,554
Use of money and property (losses on investment)	-	-	(90,908)	(90,908)
<b>Total Revenues</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>3,480,551</b>	<b>1,980,551</b>
<b>Expenditures</b>				
Current:				
Professional services	770,000	770,000	449,596	320,404
Other expenditures	76,477	76,477	2,212	74,265
Capital outlay	350,000	350,000	-	350,000
Debt service:				
Principal retirement	213,523	213,523	213,523	-
Interest and fiscal charges	-	-	2,591	(2,591)
<b>Total Expenditures</b>	<b>1,410,000</b>	<b>1,410,000</b>	<b>667,922</b>	<b>742,078</b>
Net Change in Fund Balances	90,000	90,000	2,812,629	2,722,629
Fund Balances, Beginning of Year	603,255	603,255	603,255	-
<b>Fund Balances, End of Year</b>	<b>\$ 693,255</b>	<b>\$ 693,255</b>	<b>\$ 3,415,884</b>	<b>\$ 2,722,629</b>



YOLO COUNTY HABITAT/NATURAL COMMUNITY  
 CONSERVATION PLAN JOINT POWERS AGENCY

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
 GRANT FUND  
 YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>Revenues</b>				
Grant revenue	\$ 133,792	\$ 133,792	\$ 56,090	\$ (77,702)
Use of money and property	-	-	1,106	1,106
<b>Total Revenues</b>	<b>133,792</b>	<b>133,792</b>	<b>57,196</b>	<b>(76,596)</b>
<b>Expenditures</b>				
Current:				
Professional services	100,000	100,000	67,483	32,517
<b>Total Expenditures</b>	<b>100,000</b>	<b>100,000</b>	<b>67,483</b>	<b>32,517</b>
<b>Net Change in Fund Balance</b>	<b>33,792</b>	<b>33,792</b>	<b>(10,287)</b>	<b>(44,079)</b>
Fund Balances, Beginning of Year, as restated	40,105	40,105	40,105	-
<b>Fund Balances, End of Year</b>	<b>\$ 73,897</b>	<b>\$ 73,897</b>	<b>\$ 29,818</b>	<b>\$ (44,079)</b>

See Notes to Required Supplementary Information.

YOLO COUNTY HABITAT/NATURAL COMMUNITY  
 CONSERVATION PLAN JOINT POWERS AGENCY

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
 OTHER REVENUE FUND  
 YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>Revenues</b>				
Fee revenue	\$ -	\$ -	\$ 20,000	\$ 20,000
Mitigation fees	-	-	27,374	27,374
Special participation entities fees	25,000	25,000	-	(25,000)
Use of money and property (losses on investment)	-	-	(2,121)	(2,121)
<b>Total Revenues</b>	<b>25,000</b>	<b>25,000</b>	<b>45,253</b>	<b>20,253</b>
<b>Expenditures</b>				
Current:				
Professional services	25,000	25,000	-	25,000
<b>Total Expenditures</b>	<b>25,000</b>	<b>25,000</b>	<b>-</b>	<b>25,000</b>
Net Change in Fund Balances	-	-	45,253	45,253
Fund Balances, Beginning of Year	23,876	23,876	23,876	-
<b>Fund Balances, End of Year</b>	<b>\$ 23,876</b>	<b>\$ 23,876</b>	<b>\$ 69,129</b>	<b>\$ 45,253</b>

See Notes to Required Supplementary Information.

YOLO COUNTY HABITAT/NATURAL COMMUNITY  
 CONSERVATION PLAN JOINT POWERS AGENCY

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
 MITIGATION TRUST ACCOUNT FUND  
 YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>Revenues</b>				
Mitigation fees	\$ 10,000	\$ 10,000	\$ -	\$ (10,000)
Use of money and property (losses on investment)	-	-	(13,916)	(13,916)
<b>Total Revenues</b>	<b>10,000</b>	<b>10,000</b>	<b>(13,916)</b>	<b>(23,916)</b>
<b>Expenditures</b>				
Current:				
Other expenditures	755,775	755,775	189,527	566,248
<b>Total Expenditures</b>	<b>755,775</b>	<b>755,775</b>	<b>189,527</b>	<b>566,248</b>
Net Change in Fund Balances	(745,775)	(745,775)	(203,443)	542,332
Fund Balances, Beginning of Year	737,411	737,411	737,411	-
<b>Fund Balances, End of Year</b>	<b>\$ (8,364)</b>	<b>\$ (8,364)</b>	<b>\$ 533,968</b>	<b>\$ 542,332</b>

See Notes to Required Supplementary Information.

**YOLO COUNTY HABITAT/NATURAL COMMUNITY CONSERVATION  
PLAN JOINT POWERS AGENCY**

**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION  
YEAR ENDED JUNE 30, 2022**

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**Note 1: Budget and Budgetary Accounting**

The Habitat JPA prepares and is required to legally adopt a final budget for all funds on or before June 30th of each fiscal year. Habitat JPA operation, commencing July 1st, is governed by the proposed budget, which is prepared on the modified accrual basis and normally adopted by the JPA Board of Directors in June of the prior year.

After the budget is approved, the Executive Director is authorized to execute transfers within major budget units as long as the total expenditures for each budget unit remain unchanged. The Habitat JPA measures compliance with the legally adopted budget at the major object level.

An operating budget is adopted each fiscal year on the modified accrual basis.

**SUPPLEMENTARY INFORMATION**

YOLO COUNTY HABITAT/NATURAL COMMUNITY  
 CONSERVATION PLAN JOINT POWERS AGENCY

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
 PRE-PERMIT ENDOWMENT FUND  
 YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>Revenues</b>				
Use of money and property (losses on investment)	\$ 10,000	\$ 10,000	\$ (46,940)	\$ (56,940)
<b>Total Revenues</b>	<b>10,000</b>	<b>10,000</b>	<b>(46,940)</b>	<b>(56,940)</b>
<b>Expenditures</b>				
Current:				
Professional services	2,000	2,000	541	1,459
Other expenditures	-	-	972	(972)
<b>Total Expenditures</b>	<b>2,000</b>	<b>2,000</b>	<b>1,513</b>	<b>487</b>
Net Change in Fund Balances	8,000	8,000	(48,453)	(56,453)
Fund Balances, Beginning of Year	384,161	384,161	384,161	-
<b>Fund Balances, End of Year</b>	<b>\$ 392,161</b>	<b>\$ 392,161</b>	<b>\$ 335,708</b>	<b>\$ (56,453)</b>

YOLO COUNTY HABITAT/NATURAL COMMUNITY  
 CONSERVATION PLAN JOINT POWERS AGENCY

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
 POST-PERMIT ENDOWMENT FUND  
 YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>Revenues</b>				
Mitigation fees	\$ 39,000	\$ 39,000	\$ 75,440	\$ 36,440
Use of money and property (losses on investment)	1,000	1,000	(7,680)	(8,680)
<b>Total Revenues</b>	<b>40,000</b>	<b>40,000</b>	<b>67,760</b>	<b>27,760</b>
<b>Expenditures</b>				
Current:				
Other expenditures	-	-	150	(150)
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>150</b>	<b>(150)</b>
Net Change in Fund Balances	40,000	40,000	67,610	27,610
Fund Balances, Beginning of Year	32,204	32,204	32,204	-
<b>Fund Balances, End of Year</b>	<b>\$ 72,204</b>	<b>\$ 72,204</b>	<b>\$ 99,814</b>	<b>\$ 27,610</b>



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Board of Directors  
Yolo County Habitat/Natural Community Conservation Plan  
Joint Powers Agency  
Woodland, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund, of the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency (the Habitat JPA), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Habitat JPA's basic financial statements, and have issued our report thereon dated April 25, 2023.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Habitat JPA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Habitat JPA's internal control. Accordingly, we do not express an opinion on the effectiveness of the Habitat JPA's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified a certain deficiency in internal control, described in the accompanying schedule of findings and responses as item 2022-001 that we consider to be a significant deficiency.





To the Honorable Board of Directors  
Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency  
Woodland, California

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Habitat JPA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency's Response to Finding**

*Government Auditing Standards* requires the auditor to perform limited procedures on the Habitat JPA's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The Habitat JPA's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Habitat JPA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Habitat JPA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Lance, Solt &amp; Loughard, LLP".

Sacramento, California  
April 25, 2023



To the Honorable Board of Directors  
Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency  
Woodland, California

## **SCHEDULE OF FINDINGS AND RESPONSES** **Year-End Closing Process**

**Reference Number:** 2022-001

**Evaluation of Finding:**  
Significant Deficiency

**Condition:**

During our audit and review of the general ledger, it was noted that there were significant unreconciled year-end closing balances related to the Habitat JPA's endowment cash accounts, grant revenue accounts, and grant receivable accounts.

**Criteria:**

Accurate recordkeeping and reconciliation of the Habitat JPA's post-closing general ledgers and trial balances are an integral part of internal control and financial reporting accuracy in accordance with Generally Accepted Accounting Principles. All endowment cash accounts, grant revenue accounts, and grant receivable accounts should be reconciled and reviewed prior to commencing the year-end closing process.

**Cause of Condition:**

Habitat JPA personnel are not routinely reconciling underlying accounting records to the trial balances and general ledgers to ensure that necessary entries are posted prior to commencing the year-end closing process.

**Effect or Potential Effect of Condition:**

The Fund Balance and Net Position are at risk of material misstatement if these accounting records are not reconciled and reviewed prior to commencing the year-end closing process.

**Recommendation:**

We recommend the Habitat JPA reconcile and review all accounting records used for financial reporting back to the trial balances and general ledgers prior to commencing the year-end closing process to ensure all operational transactions are captured and accounting records are not at risk of material misstatement.

**Management's Response and Corrective Action:**

The Habitat JPA management, working closely with the Yolo County Department of Financial Services, is in the process of implementing and committing to enhanced, comprehensive, and streamlined year-end closing procedures to ensure future fiscal years' trial balances and general ledgers are not at risk of potential misstatements.



April 25, 2023

To the Honorable Members of the Board  
Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency  
Woodland, California

We have audited the financial statements of the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency (the Habitat JPA), each major fund for the year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and Government Auditing Standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 25, 2023. Professional standards also require that we communicate to you the following information related to our audit.

### **Significant Audit Matters**

#### ***Qualitative Aspects of Significant Accounting Practices***

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Habitat JPA are described in the notes to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2021-2022. We noted no transactions entered into by the Habitat JPA during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The financial statement disclosures are neutral, consistent, and clear.

#### ***Significant or Unusual Transactions***

Management is responsible for the policies and practices used to account for significant or unusual transactions. No significant unusual transactions have occurred during fiscal year 2021-2022.

#### ***Difficulties Encountered in Performing the Audit***

We encountered no significant difficulties in dealing with management in performing and completing our audit.



To the Honorable Members of the Board  
Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency  
Woodland, California

### ***Corrected and Uncorrected Misstatements***

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We are pleased to report that no such misstatements were identified during the course of our audit.

### ***Disagreements with Management***

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

### ***Management Representations***

We have requested certain representations from management that are included in the management representation letter dated April 25, 2023.

### ***Management Consultations with Other Independent Accountants***

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Habitat JPA's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

### ***Other Audit Findings or Issues***

We generally discuss a variety of matters, including the significant events or transactions that occurred during the year, business conditions affecting the Habitat JPA and business plans and strategies that may affect the risks of material misstatements, the application of accounting principles and auditing standards, with management each year prior to retention as the Habitat JPA's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

### **Other Matters**

We applied certain limited procedures to the management discussion and analysis, and budgetary comparison schedules for the general fund, grant revenue fund, other revenue fund and mitigation trust account fund which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on individual non-major fund schedules which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.



To the Honorable Members of the Board  
Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency  
Woodland, California

The following new Governmental Accounting Standards Board (GASB) pronouncements were effective for fiscal year 2021-2022 audit:

GASB Statement No. 87, *Leases*.

GASB Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*.

GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*.

The following GASB pronouncements are effective in the following fiscal years' audits and should be reviewed for proper implementation by management:

Fiscal year 2023

GASB Statement No. 91, *Conduit Debt Obligations*.

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangement*.

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*.

Fiscal year 2024

GASB Statement No. 99, *Omnibus 2022*.

GASB Statement No. 100, *Accounting Changes and Error Corrections*.

Fiscal year 2025

GASB Statement No. 101, *Compensated Absences*.

**Restriction on Use**

This information is intended solely for the use of members of the Board and management of the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "Lance, Solt &amp; Loughard, LLP". The signature is written in a cursive, flowing style.

Sacramento, California

**Yolo Habitat Conservancy**

**Meeting Date:** 05/15/2023

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**Information**

**SUBJECT**

Approve 2023-24 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

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**Attachments**

Staff Report

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

Attachment B. Budget Resolution

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**Form Review**

Form Started By: Alexander Tengolics

Started On: 05/08/2023 10:49 AM

Final Approval Date: 05/12/2023



# Yolo Habitat Conservancy

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

To: Gary Sandy, Chair  
Members of the Board

From: Alexander Tengolics  
Executive Director

Re: Approve 2023-24 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 15, 2023

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## REQUESTED ACTIONS:

1. Approve FY 2023-24 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 revenue collected from mitigation fees in this fund and tracks expenditures of mitigation fees.
- **Grant Fund.** The Conservancy tracks all grant revenues and expenditures through this fund.
- **Other Revenue Fund.** The Conservancy places revenue from Special Participating Entities contribution to recovery fees, landowner contributions, and other non-mitigation fee revenue in this fund.
- **Mitigation Trust Account.** The fund contains Swainson's hawk mitigation fees collected prior to permit issuance on January 9, 2019. This Conservancy will exhaust these funds by purchasing conservation easements and close the account. Staff anticipates spending down and closing this account in FY24.

- **Pre-permit Endowment Fund.** This fund contains revenue from endowments to monitor conservation easements collected prior to issuance of the permits on January 9, 2019. As of 2022, these funds are managed by the Yolo/Sacramento Community Foundation.
- **Post-permit Endowment Fund.** The Conservancy places a portion of every mitigation fee in this fund to save for management and monitoring of the reserve system after the permit term ends in 50 years. As of 2022, these funds are managed by the Yolo/Sacramento Community Foundation.

The proposed FY23-24 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 was reviewed by Yolo County's Chief Financial Officer.

The Conservancy expects to end the FY22-23 with approximately \$3.6 million in total fund balance with an estimated fund balance of over \$2.7m 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 \$1,000,000 in fee revenue in FY23-24. These fee revenues coupled with existing fund balance provides for an easement acquisition budget of \$1,500,000 in FY23-24. Other budgeted professional services costs in the Mitigation Fee Fund are generally consistent with FY22-23 at \$840,000. The FY23-24 budget further contemplates an additional \$200,000 contribution to reserves, bringing the total to \$460,087.

**ATTACHMENTS:**

**Attachment A.** Mitigation Fee Fund, Grant Fund, Other Revenue Fund, Mitigation Trust Account, Pre-Permit Endowment Fund, and Post-Permit Endowment Fund Budgets

**Attachment B.** Budget Resolution





Yolo Habitat Conservancy FY23-24 Budget

Description	FY22-23 Budget	FY22-23 Actuals (as of date of the report)	FY22-23 Year End Estimated Actuals	FY23-24 Budget
<b>Fund 6944 Mitigation Fee Fund</b>				
<i>Beginning Fund Balance</i>	\$ 3,415,884	\$ 3,415,884	\$ 3,415,884	\$ 2,743,620
Unassigned Fund Balance	\$ 3,355,797	\$ 3,355,797	\$ 3,355,797	\$ 2,483,533
Assigned Fund Balance	\$ 60,087	\$ 60,087	\$ 60,087	\$ 260,087
<b>Revenues</b>	\$ 1,505,000	\$ 512,208	\$ 797,999	\$ 1,005,000
Fees and Permits	\$ 1,500,000	\$ 364,635	\$ 657,999	\$ 1,000,000
Interest	\$ 5,000	\$ 147,573	\$ 140,000	\$ 5,000
<b>Expenditures</b>	\$ (4,055,500)	\$ (319,200)	\$ (1,470,263)	\$ (2,545,500)
Insurance-public liability	\$ (500)	\$ -	\$ (500)	\$ (500)
Prof & Sec Svc - auditing and accounting	\$ (30,000)	\$ (13,933)	\$ (15,000)	\$ (20,000)
Prof & Sec Svc - Legal	\$ (20,000)	\$ -	\$ (10,000)	\$ (20,000)
Prof & Sec Svc - Other	\$ (750,000)	\$ (304,217)	\$ (380,271)	\$ (800,000)
Board Meeting Stipends	\$ (5,000)	\$ (1,050)	\$ (3,000)	\$ (5,000)
Easements - Non Depreciable	\$ (3,000,000)	\$ -	\$ (1,061,492)	\$ (1,500,000)
Contingency	\$ (250,000)	\$ -	\$ -	\$ (200,000)
<b>Net Fund Balance</b>	\$ (2,550,500)	\$ 193,008	\$ (672,264)	\$ (1,540,500)
<b>Use (Contribution) to Fund Balance</b>				
Transfer to reserve	\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (200,000)
<b>End Fund Balance</b>	\$ 865,384	\$ 3,608,892	\$ 2,743,620	\$ 1,203,120
Unassigned Fund Balance	\$ 605,297	\$ 3,348,805	\$ 2,483,533	\$ 743,033
Assigned Fund Balance	\$ 260,087	\$ 260,087	\$ 260,087	\$ 460,087
<b>Fund 6945 Mitigation Account Fund</b>				
<i>Beginning Fund Balance</i>	\$ 533,968	\$ 533,968	\$ 533,968	\$ 153,238
<b>Revenues</b>	\$ 2,000	\$ 19,499	\$ 20,000	\$ 1,000
Interest	\$ 2,000	\$ 19,499	\$ 20,000	\$ 1,000
<b>Expenditures</b>	\$ (552,884)	\$ (257,222)	\$ (400,730)	\$ (154,238)
Prof & Spec Svc - Legal	\$ -	\$ -	\$ -	\$ -
Prof & Spec Svc - Other	\$ -	\$ (471)	\$ (471)	\$ -
Easements - Non Depreciable	\$ (552,884)	\$ (184,751)	\$ (328,259)	\$ (154,238)
Other Fin Uses - Transfer Out	\$ -	\$ (72,000)	\$ (72,000)	\$ -
<b>Net Fund Balance</b>	\$ (550,884)	\$ (237,724)	\$ (380,730)	\$ (153,238)
<b>End Fund Balance</b>	\$ (16,916)	\$ 296,244	\$ 153,238	\$ (0)
<b>Fund 6946 Grant Fund</b>				
<i>Beginning Fund Balance</i>	\$ 29,818	\$ 29,818	\$ 29,818	\$ 7,245
Unassigned Fund Balance	\$ (30,269)	\$ (30,269)	\$ (30,269)	\$ (52,842)
Assigned Fund Balance	\$ 60,087	\$ 60,087	\$ 60,087	\$ 60,087
<b>Revenues</b>	\$ 125,000	\$ 25,141	\$ 48,128	\$ -
Interest	\$ -	\$ (2,339)	\$ (2,339)	\$ -
Other revenue- State	\$ 125,000	\$ 27,480	\$ 50,467	\$ -
<b>Expenditures</b>	\$ (125,000)	\$ (70,701)	\$ (70,701)	\$ -
IT Service - ERP	\$ -	\$ (234)	\$ (234)	\$ -
Prof & spec svc-other	\$ (125,000)	\$ (70,467)	\$ (70,467)	\$ -
<b>Net Fund Balance</b>	\$ -	\$ (45,560)	\$ (22,573)	\$ -
<b>End Fund Balance</b>	\$ 29,818	\$ (15,742)	\$ 7,245	\$ 7,245
Unassigned Fund Balance	\$ (30,269)	\$ (75,829)	\$ (52,842)	\$ (52,842)
Assigned Fund Balance	\$ 60,087	\$ 60,087	\$ 60,087	\$ 60,087

<b>Fund 6947 Pre Permit Endowment Fund</b>					
<i>Beginning Fund Balance</i>	\$ 335,708	\$ 335,708	\$ 335,708	\$ 350,778	
Unassigned Fund Balance	\$ (13,322)	\$ (13,322)	\$ (13,322)	\$ 1,748	
Endowments Balance	\$ 349,030	\$ 349,030	\$ 349,030	\$ 349,030	
<i>Revenues</i>	\$ 10,000	\$ 7,070	\$ 25,070	\$ 25,000	
Interest	\$ 10,000	\$ 7,070	\$ 25,070	\$ 25,000	
<i>Expenditures</i>	\$ (10,000)	\$ (6,736)	\$ (10,000)	\$ (15,000)	
Prof & spec svc-other	\$ (10,000)	\$ (6,736)	\$ (10,000)	\$ (15,000)	
<i>Net Fund Balance</i>	\$ -	\$ 334	\$ 15,070	\$ 10,000	
<i>End Fund Balance</i>	\$ 335,708	\$ 336,042	\$ 350,778	\$ 360,778	
Unassigned Fund Balance	\$ (13,322)	\$ (12,988)	\$ 1,748	\$ 11,748	
Endowments Balance	\$ 349,030	\$ 349,030	\$ 349,030	\$ 349,030	
<b>Fund 6948 Post Permit Endowment</b>					
<i>Beginning Fund Balance</i>	\$ 99,814	\$ 99,814	\$ 99,814	\$ 263,582	
<i>Revenues</i>	\$ 44,000	\$ 80,878	\$ 164,283	\$ 131,000	
Fees and Permits	\$ 39,000	\$ 3,855	\$ 84,260	\$ 116,000	
Interest	\$ 5,000	\$ 5,023	\$ 8,023	\$ 15,000	
Other Fin Sources - Transfer In		\$ 72,000	\$ 72,000		
<i>Expenditures</i>	\$ -	\$ (380)	\$ (515)	\$ (1,000)	
Prof & spec svc-other	\$ -	\$ (380)	\$ (515)	\$ (1,000)	
<i>Net Fund Balance</i>	\$ 44,000	\$ 80,499	\$ 163,768	\$ 130,000	
<i>Use (Contribution) to Fund Balance</i>	\$ (44,000)	\$ -	\$ -		
Contribution to fund balance	\$ (44,000)	\$ -			
<i>End Fund Balance</i>	\$ 99,814	\$ 180,313	\$ 263,582	\$ 393,582	
<b>Fund 6949 Other Revenue Fund</b>					
<i>Beginning Fund Balance</i>	\$ 99,814	\$ 69,129	\$ 99,814	\$ 122,550	
<i>Revenues</i>	\$ 51,000	\$ 23,397	\$ 22,736	\$ 26,000	
Fees and Permits	\$ 50,000	\$ 22,068	\$ 22,068	\$ 25,000	
Interest	\$ 1,000	\$ 1,328	\$ 668	\$ 1,000	
<i>Expenditures</i>	\$ -	\$ -	\$ -	\$ (15,000)	
Prof & spec svc-other		\$ -			
<i>Net Fund Balance</i>	\$ 51,000	\$ 23,397	\$ 22,736	\$ 11,000	
<i>End Fund Balance</i>	\$ 150,814	\$ 92,526	\$ 122,550	\$ 133,550	
<b>All Funds End Fund Balance</b>	\$ 1,464,622	\$ 4,498,275	\$ 3,641,013	\$ 2,098,275	

**RESOLUTION NO. 23-01**

**Resolution of the Yolo Habitat Conservancy Board of Directors Adopting the  
Fiscal Year 2023-24 Budget**

**WHEREAS**, the Board of Directors (“Board”) of the Yolo Habitat Conservancy (“YHC”) has heard and considered annual budgets for the FY 2023-24 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 2023-24 Budget”); and

**WHEREAS**, the May 15, 2023 staff report for the Fiscal Year 2023-24 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 15, 2023 public meeting, the Board of Directors determined that it was necessary and appropriate to approve the Fiscal Year 2023-24 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 \$2,545,500 based on the revenue of \$1,005,000 and use of the available fund balance of \$1,540,500 (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 \$15,000 based on the revenue of \$26,000 as set forth therein.
4. The Board adopts the Mitigation Trust Account Fund budget and approves the appropriations of \$154,239 based on the revenue of \$1,000 and use of the available fund balance of \$153,239 (Mitigation Trust Account Fund), as set forth therein.
5. The Board adopts the Pre-permit Endowment Fund budget and approves the appropriations of \$15,000 based on the revenue of \$25,000, as set forth therein.
6. The Board adopts the Post-permit Endowment Fund budget and approves the appropriations of \$1,000 based on the revenue of \$131,000, as set forth therein.

**PASSED AND ADOPTED** by the Board of Directors of the Yolo Habitat Conservancy on May 15, 2023, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**


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Gary Sandy, Chair  
Yolo Habitat Conservancy

Attest:  
Julie Dachtler, Clerk of the Board

Approved As To Form:

By: \_\_\_\_\_  
Julie Dachtler

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

**Yolo Habitat Conservancy**

**Meeting Date:** 05/15/2023

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**Information**

**SUBJECT**

Approve contract amendments with Estep Environmental Consulting, ICF Jones & Stokes Inc., and Conservation Land Group to extend through June 30, 2024, approve contract with Alford Environmental Consulting for \$160,000 through June 30, 2024, amend and extend the terms of Memorandum of Understanding with Yolo County for Administrative Services through June 30, 2024, and approve reimbursement agreement with the California Department of Fish and Wildlife for \$258,118 through June 30, 2028

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**Attachments**

Staff Report  
Attachment A. Estep Environmental Consulting Amendment  
Attachment B. ICF Jones & Stokes Inc. Amendment  
Attachment B. ICF Jones & Stokes Inc. Amendment  
Attachment C. Conservation Land Group Amendment  
Attachment D. Alford Environmental Contract  
Attachment E. Yolo County MOU Amendment  
Attachment F. CDFW Scope of Work and Budget  
Attachment G. CDFW Standard Agreement

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**Form Review**

Form Started By: Alexander Tengolics

Started On: 05/08/2023 10:47 AM

Final Approval Date: 05/12/2023



# Yolo Habitat Conservancy

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

To: Gary Sandy, Chair  
Members of the Board

From: Alexander Tengolics  
Executive Director

Re: Approve contract amendments with Estep Environmental Consulting, ICF Jones & Stokes Inc., and Conservation Land Group to extend through June 30, 2024, approve contract with Alford Environmental Consulting for \$160,000 through June 30, 2024, amend and extend the terms of Memorandum of Understanding with Yolo County for Administrative Services through June 30, 2024, and approve reimbursement agreement with the California Department of Fish and Wildlife for \$258,118 through June 30, 2028

Date: May 15, 2023

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## REQUESTED ACTIONS:

1. Approve contract amendments with Estep Environmental Consulting, ICF Jones & Stokes Inc., and Conservation Land Group to extend through June 30, 2024 (Attachments A-C)
2. Approve contract with Alford Environmental for \$160,000 through June 30, 2024 (Attachment D)
3. Amend and extend the term of the Memorandum of Understanding with Yolo County for Administrative Services through June 30, 2024 (Attachment E)
4. Approve reimbursement agreement with the California Department of Fish and Wildlife for \$258,118 through June 30, 2028 (Attachment G)

## BACKGROUND:

Current agreements with Estep Environmental Consulting, ICF Jones & Stokes Inc., Conservation Land Group, and Alford Environmental expire on June 30, 2023. Staff recommend establishing new contracts or amendments for each of these entities to provide services through June 30, 2024, that support implementation of the Yolo HCP/NCCP and consistent with the proposed FY23-24 budget. The amounts and general task descriptions are provided below for each contract.

**Estep Environmental Consulting:** The proposed contract amendment is for time and would extend the existing agreement through June 30, 2024. Tasks associated with this agreement include 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.

**ICF Jones & Stokes Inc.:** The proposed contract amendment is for time and would extend the existing agreement through June 30, 2024. Tasks associated with this agreement include implementation assistance services, such as program administration, land acquisition, restoration, reserve management and reserve monitoring and research.

**Conservation Land Group:** The proposed contract amendment is for time and would extend the existing agreement to June 30, 2024. Tasks associated with this agreement include technical services to assist with conservation easement acquisitions.

**Alford Environmental:** The proposed new contract is for \$160,000 through June 30, 2024. Tasks associated with this agreement include management of Yolo HCP/NCCP reserve system development, coordination with wildlife agency staff and partners, grant writing, and other assistance related to implementation of the Yolo HCP/NCCP.

**Yolo County:** Staff recommends the Board extend the term of the Memorandum of Understanding with the County for administrative services through June 30, 2024. Pursuant to Section 5 of the Memorandum of Understanding, the County's lead assigned staff conferred with the Chair of the Board of Directors about this proposed amendment. Since FY21 these services have been provided by the County Administrator's Office. Effective with this amendment these services may be provided by the Department of Community Services and it is anticipated that a new Executive Director will be assigned from the department's management staff. The FY23-24 budget contemplates \$235,000 for County services including administration, legal, fiscal, accounting, and IT.

**California Department of Fish and Wildlife (CDFW):** This agreement would reimburse CDFW for technical and professional support and input related to the implementation of the Yolo HCP/NCCP. These agreements are common across HCP/NCCP's and the cost of such reimbursement was specifically contemplated in the Yolo HCP/NCCP's fiscal model. The FY24 cost is \$46,721 with a five-year cost of \$258,118.

**ATTACHMENTS:**

- Attachment A. Estep Environmental Consulting Amendment
- Attachment B. ICF Jones & Stokes Inc. Amendment
- Attachment C. Conservation Land Group Amendment
- Attachment D. Alford Environmental Contract
- Attachment E. Yolo County MOU Amendment
- Attachment F. CDFW Scope of Work and Budget
- Attachment G. CDFW Standard Agreement



AGREEMENT NO. \_\_\_\_\_

**Third Amendment to Agreement with Estep Environmental Consulting Scope of Services for the Yolo Habitat Conservancy**

THIS THIRD AMENDMENT to the February 18, 2020 Agreement with Estep Environmental Consulting is entered into as of the 15th day of May 2023 by and between the Yolo Habitat Conservancy (“the Conservancy”), and Estep Environmental Consulting (“Consultant”), who agree as follows:

**AMENDMENT**

1. Paragraph 3 of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

Consultant shall perform said services between May 18, 2020 and ~~June 30, 2023~~June 30, 2024. 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. Except as modified by this Third Amendment, the terms and conditions of the May 18, 2020 Agreement shall remain in full force and effect.

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

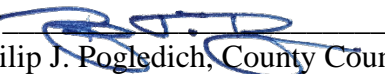
YOLO HABITAT CONSERVANCY

CONSULTANT

By \_\_\_\_\_  
Gary Sandy, Chair  
Yolo Habitat Conservancy Board of Directors

By \_\_\_\_\_  
Jim Estep  
Estep Environmental Consulting

Approved as to Form:

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



**AGREEMENT NO. - \_\_\_\_\_**

**Third Amendment to Agreement with ICF Jones & Stokes, Inc. Scope of Services  
Consulting Services for the Yolo Habitat Conservancy**

THIS THIRD AMENDMENT to the May 18, 2020 Agreement with ICF Jones & Stokes, Inc. is entered into as of the 15th day of May 2023 by and between the Yolo Habitat Conservancy (“the Conservancy”), and ICF Jones & Stokes, Inc. (“Consultant”), who agree as follows:

**AMENDMENT**

1. Paragraph 3 of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

Consultant shall perform said services between July 1, 2020 and ~~June 30, 2023~~ June 30, 2024. 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. Attachment A of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

Rates

Consultant shall only bill the Conservancy for services provided in fulfillment of executed task orders. Consultant shall be reimbursed based on actual expenses incurred based on the following rates:

Labor Rate:	Ellen Berryman	<del>\$206</del> <u>\$212</u> per hour
	David Zippin	<del>\$300</del> <u>\$309</u> per hour
	Kathryn Gaffney	<del>\$204</del> <u>\$215</u> per hour
	Doug Leslie	<del>\$196</del> <u>\$202</u> per hour
	Production Staff	<del>\$120</del> <u>\$124</u> per hour
	Restoration specialist	\$200 per hour
	Technical assistant	<del>\$125</del> <u>\$129</u> per hour
	Dan Schiff	<del>\$150</del> <u>\$155</u> per hour

3. Except as modified by this Third Amendment, the terms and conditions of the May 18, 2020 Agreement shall remain in full force and effect.

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


YOLO HABITAT CONSERVANCY

CONSULTANT

By \_\_\_\_\_  
Gary Sandy, Chair  
Yolo Habitat Conservancy Board of Directors

By \_\_\_\_\_

Approved as to Form:

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

**AGREEMENT NO. \_\_\_\_\_**

**Third Amendment to Agreement with ICF Jones & Stokes, Inc. Scope of Services  
Consulting Services for the Yolo Habitat Conservancy**

THIS THIRD AMENDMENT to the May 18, 2020 Agreement with ICF Jones & Stokes, Inc. is entered into as of the 15th day of May 2023 by and between the Yolo Habitat Conservancy (“the Conservancy”), and ICF Jones & Stokes, Inc. (“Consultant”), who agree as follows:

**AMENDMENT**

1. Paragraph 3 of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

Consultant shall perform said services between July 1, 2020 and ~~June 30, 2023~~ June 30, 2024. 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. Attachment A of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

Rates

Consultant shall only bill the Conservancy for services provided in fulfillment of executed task orders. Consultant shall be reimbursed based on actual expenses incurred based on the following rates:

Labor Rate:	Ellen Berryman	<del>\$206</del> <u>\$212</u> per hour
	David Zippin	<del>\$300</del> <u>\$309</u> per hour
	Kathryn Gaffney	<del>\$204</del> <u>\$215</u> per hour
	Doug Leslie	<del>\$196</del> <u>\$202</u> per hour
	Production Staff	<del>\$120</del> <u>\$124</u> per hour
	Restoration specialist	\$200 per hour
	Technical assistant	<del>\$125</del> <u>\$129</u> per hour
	Dan Schiff	<del>\$150</del> <u>\$155</u> per hour

3. Except as modified by this Third Amendment, the terms and conditions of the May 18, 2020 Agreement shall remain in full force and effect.

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


YOLO HABITAT CONSERVANCY

CONSULTANT

By \_\_\_\_\_  
Gary Sandy, Chair  
Yolo Habitat Conservancy Board of Directors

By \_\_\_\_\_

Approved as to Form:

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

**AGREEMENT NO. - \_\_\_\_\_**

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

THIS THIRD AMENDMENT to the February 26, 2018 Agreement with Conservation Land Group, Inc. is entered into as of the 15<sup>th</sup> day of May 2023 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 ~~June 30, 2023~~June 30, 2024. 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. Attachment B is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

**Rates**

Consultant shall only bill the Conservancy for services provided in fulfillment of executed task orders. Consultant shall be reimbursed based on actual expenses incurred based on the following rates:

Labor Rate: Kevin Knowles, Project Manager \$200/hour

Gavin Kakol, Associate \$160/hour

John Vollmar, Key Support \$130/hour

Support Staff (Jake Sweitzer, Cassie Pinnell, Eric Smith) \$130/hour

Direct costs: actual costs incurred, receipts shall be provided for all direct costs

Travel: mileage shall be reimbursed using the current standard government rate

3. Except as modified by this Third 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 Third Amendment by affixing their signatures hereafter.


YOLO HABITAT CONSERVANCY

CONSULTANT

By \_\_\_\_\_  
Gary Sandy, 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. \_\_\_\_\_  
(Short-Form Agreement)

THIS AGREEMENT is made this \_\_\_th day of \_\_\_\_\_ 2023, 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, 2023 and June 30, 2024. 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. 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, it’s 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**

\_\_\_\_\_  
Consultant's Signature

\_\_\_\_\_  
Gary Sandy, Chair

\_\_\_\_\_  
Printed Name

Yolo Habitat Conservancy Board of Directors

Approved as to Form

\_\_\_\_\_  
Street Address/PO Box

\_\_\_\_\_  
City/State/Zip

  
\_\_\_\_\_  
Philip J. Rogledich, County Counsel

Counsel to the Yolo Habitat Conservancy

\_\_\_\_\_  
Phone



**SCOPE OF SERVICES**  
**Alford Environmental, LLC**  
**FY 2023/2024**

**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 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: Management of Yolo HCP/NCCP Reserve System Development**

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 project and program partners.

*Deliverables*

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

**Task 2: Coordination with wildlife agency staff and partners**

Participate in regular Yolo HCP/NCCP coordination meetings with USFWS and CDFW and meetings with project partners.

*Deliverables*

- Meeting materials
- Edit meeting summaries as-needed

**Task 3: Grant management and preparation**

**Task 3.a: Grant proposals and opportunities** Identify potential Yolo HCP/NCCP land acquisition, planning, restoration, and monitoring projects that can potentially be funded, partially or entirely, with grant funding. Assist in the preparation of grant proposals, grant agreements, board resolutions, and other related materials under the direction of the Executive Director.

**Task 3.c: Grant Administration** Assist with the preparation of grant deliverables and reports as-needed under the direction of the Executive Director.

*Deliverables*

- Grant proposals
- Grant resolutions
- Grant progress reports
- Deliverables as specified in individual grants

**Task 4: General Yolo HCP/NCCP implementation assistance**

Provide general administrative assistance to the Executive Director on an as-needed basis. This may include items such as preparation of staff reports to the board, outreach materials, and other project management services not identified in the tasks above.

*Deliverables*

- Staff reports to the board
- Reports, maps, and other materials as-needed

**Hours and Rates**

Services provided will be reimbursed at an hourly rate of \$160 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.

AGREEMENT NO. - \_\_\_\_\_

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

THIS THIRD AMENDMENT to the June 2, 2020 Agreement with Count of Yolo (“County”) is entered into as of the \_\_\_th day of \_\_\_ 2023 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 (deletions in strikethrough; new language is underlined):

For FY ~~22/23~~ 23/24 the CAO and/or the Department of Community Services will provide 0.25 FTE within a management classification and ~~0.6~~ 0.5 FTE within an analyst or similar classification to complete these tasks in addition to existing consultant support within the FY ~~22/23~~ 23/24 HCP budget.

The anticipated cost of these services in FY 23/24 is:

0.25\_FTE Management Classification- \$83,000

0.5 FTE Analyst Classification- \$88,000

Legal: \$20,000

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

Department of Financial Services- \$30,000

2. Section 4 of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

A. Term. This MOU has an initial term of one year, commencing on ~~July 1, 2022~~ July 1, 2023 and extending through ~~June 30, 2023~~ June 30, 2024. 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.

B. Termination. Either party may terminate this MOU, with or without cause, by giving thirty days’ prior written notice to the other party.

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

YOLO HABITAT CONSERVANCY


COUNTY OF YOLO

By \_\_\_\_\_  
Gary Sandy, Chair  
Yolo Habitat Conservancy Board of Directors

By \_\_\_\_\_  
Oscar E. Villegas, Chair  
Yolo County Board of Supervisors

Approved as to Form:

Attest:  
Julie Dachtler, Deputy Clerk  
Board of Supervisors

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

By \_\_\_\_\_  
Deputy (Seal)

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

By \_\_\_\_\_  
Eric May, Senior Deputy

## **EXHIBIT A SCOPE OF WORK**

### **CDFW Contract for Yolo Habitat Conservation Plan/Natural Communities Conservation Plan (Yolo HCP/NCCP) Conservation Strategy Implementation**

This agreement is entered into between the Yolo Habitat Conservancy (Conservancy) and the California Department of Fish and Wildlife (CDFW) for the purposes of CDFW providing the Conservancy with technical and professional support and input related to the implementation of the Yolo HCP/NCCP including administering the Natural Communities Conservation Plan Permit (NCCP Permit), assisting in the review and approval of Covered Activities, assisting in the assembly of the Reserve System, assisting in adaptive changes to the Yolo HCP/NCCP, and assisting in identifying and applying for grants. Similar reimbursable contracts are being implemented with partner agencies to assist in streamlining project review and provide active engagement of CDFW staff. This contract shall not be in place of permit fees as required by law, rather this agreement provides CDFW the resources to provide the support necessary for successful implementation of the Yolo HCP/NCCP.

This agreement will provide for the funding of up to one quarter of an Environmental Scientist's salary as outlined in section 8.3.5.4 State Agency Staff Support of the Yolo HCP/NCCP Plan, Volume 1. Other duties not funded by this contract may include environmental review and permitting for projects not associated with the Yolo HCP/NCCP.

#### **A. Background**

The Yolo HCP/NCCP is a county-wide 50-year plan to provide Endangered Species Act and California Endangered Species Act permits and associated mitigation for planned covered activities affecting 12 Covered Species, including activities associated with infrastructure, development, and operations and maintenance activities. The Conservancy developed the Yolo HCP/NCCP in association with CDFW and the United States Fish and Wildlife Service (USFWS). Development of the Yolo HCP/NCCP was completed in 2018 and implementation began on January 11, 2019. The Conservancy has been assigned primary responsibility for implementing the Yolo HCP/NCCP while also acting as one of the six Permittees along with the County of Yolo and the cities of Davis, West Sacramento, Winters, and Woodland.

Covered Activities in the Yolo HCP/NCCP include general urban projects and urban public services, infrastructure and utilities; urban projects in rural areas; general rural development; rural public services, infrastructure and utilities; agricultural economic development; projects associated with parks and open space; aggregate mining projects; public and private operations and maintenance activities; neighboring landowner agreements; and implementation of the Yolo HCP/NCCP Conservation Strategy (Conservation Strategy). The Conservancy has estimated that these activities will take place on approximately 21,558 acres of land, including approximately 12,649 acres of natural communities.

The Yolo HCP/NCCP also includes implementation of a Conservation Strategy to mitigate the impacts of Covered Activities and provide for the conservation of Covered Species. The Conservation Strategy includes the establishment of a Reserve System including 8,000 acres of baseline conserved and public lands, 16,175 acres of mitigation land, 8,231 acres of newly



conserved land beyond mitigation, and up to 956 acres of restoration of riparian and wetland habitat.

## **B. Description of Work and Expected Deliverables.**

CDFW will provide support for implementation of the Yolo HCP/NCCP in the following task categories. This contract lays out tasks, and deliverables to be completed by staff at CDFW. CDFW and the Conservancy will conduct regular meetings to assess and discuss progress.

The work performed under the agreement shall be under the direction of CDFW. The Conservancy's obligation under this agreement shall be limited to providing funding and prioritizing Conservancy efforts under this contract.

CDFW will ensure that open and regular communication is maintained with the Conservancy on at least a quarterly basis to ensure that the Conservancy is able to communicate to CDFW its priorities regarding the Conservancy's public permitting and planning obligations, relevant time frames, any unexpected changes, and/or concerns. CDFW will take the Conservancy's priorities into consideration when performing tasks related to documents and applications submitted in connection with this agreement.

CDFW and the Conservancy will meet regularly to discuss current and foreseeable future workload priorities and to provide an opportunity for the Conservancy and CDFW staff to share and discuss relevant policy, permitting or planning information, guidance, or questions. CDFW staff will be notified in advance of application and document submittals to ensure adequate time is allowed for review or processing and, if necessary, to work with management to reassess workload priorities.

### **Task 1. Administer the NCCP Permit.**

- 1.1 Advise the Conservancy on successful implementation of the Yolo HCP/NCCP including but not limited to assessment of Covered Activities and associated impacts, implementation of the Conservation Strategy, achievement of the biological goals and measurable objectives, and assembly of the Reserve System.
- 1.2 Review status reports from the Conservancy including, but not limited to, annual reports, annual work plans and budgets, and ten-year comprehensive reviews. Assess the progress and performance of the Yolo HCP/NCCP toward meeting its biological goals and objectives and make informed recommendations to the Conservancy regarding implementation of the Yolo HCP/NCCP.
- 1.3 Monitor the implementation of the Yolo HCP/NCCP to determine whether it is proceeding in compliance with the terms and conditions of the NCCP Permit. Identify upcoming compliance milestones and potential compliance issues. Work with the Conservancy to resolve any issues in compliance with the NCCP Permit. This includes, but is not limited to, the following:
  - 1.3.1 Evaluate the status of conservation measure implementation on an annual basis. If the pace of conservation measure implementation (i.e.,

preservation, restoration, or creation of habitat) falls behind the pace of covered activity impacts by more than 10 percent, CDFW will meet and confer with the Conservancy and USFWS to determine whether the Yolo HCP/NCCP has maintained rough proportionality and, if necessary, develop a plan to remedy the situation.

- 1.3.2 Monitor reported take of habitat and individual Covered Species to determine whether the take is within the limits allowed by the NCCP Permit. If take of any habitat type or Covered Species is approaching the allowed limit, work with the Conservancy to determine whether changes in planning or remedial actions are needed to avoid going over the limit. If necessary, work with the Conservancy to develop a plan of action to prevent unauthorized take.

*Deliverables: Advice on implementation of the Yolo HCP/NCCP, comments on status reports, documented attendance at meetings, and development of plans to resolve issues with compliance as necessary.*

## **Task 2. Review and approval of Covered Activities.**

- 2.1 Review and provide input where there is some question of whether an activity proposed for coverage may preclude the biological goals and objective of the Yolo HCP/NCCP.
- 2.2 Review and approve variance requests from project proponents for specific project conditions which differ from the approved Yolo HCP/NCCP Avoidance and Minimization Measures (AMMs).
- 2.3 Review and approve requests from project proponents to contribute land to the Reserve System and/or conduct restoration projects in lieu of fees.
- 2.4 Review and approve proposals for activities which are covered by the Yolo HCP/NCCP only on a case-by-case basis with approval from CDFW and USFWS. Examples include seed collection from palmate-bracted bird's beak for deposition in a seed bank, localized control of brown-headed cowbird to benefit least Bell's vireo, and translocation of Covered Species.
- 2.5 Review and approve proposals for exemption of certain activities from certain conditions of the Yolo HCP/NCCP in cases where the exemption is contingent upon approval from CDFW and USFWS. Examples include exemption of natural community and species habitat enhancement activities implemented as a component of the Yolo HCP/NCCP conservation strategy from the AMMs described in Chapter 4 of the Yolo HCP/NCCP.

*Deliverables: Input and approvals provided as needed during the review of proposed Covered Activities.*

## **Task 3. Provide technical and policy support on Yolo HCP/NCCP implementation activities.**

- 3.1 Participate in monthly coordination meetings with the Conservancy and USFWS to discuss and coordinate on current topics such as proposals for land acquisition, variance requests, draft document reviews, status reports, opportunities for grant funding, etc. May also

participate in other meetings, such as Science and Technical Advisory Committee and other Advisory Committee meetings, as needed.

- 3.2 Meet and confer with the Conservancy and USFWS as needed to discuss any issues or problems with the implementation of the Yolo HCP/NCCP and assist in the development of strategies to address the issues.
- 3.3 Provide technical assistance as needed with the implementation of CDFW survey protocols and Covered Species assessments.
- 3.4 Coordinate internally with other CDFW staff for input, advice, review, and other technical support for issues related to Yolo HCP/NCCP implementation. Participate in and contribute to statewide and regional habitat conservation planning meetings. Share data, insights, and answers to questions with the Conservancy.

*Deliverables: Documented attendance at meetings to provide technical advice and coordination efforts to bring input to the Conservancy. Development of strategies to address issues as needed.*

#### **Task 4. Assist in the assembly of the Reserve System.**

- 4.1 Review and provide input on proposals for consideration of candidate HCP/NCCP reserve system sites.
- 4.2 Review, provide input on, and approve draft management plans for reserve units and individual candidate reserve sites. Work with the Conservancy and USFWS to develop additional protection measures as needed to maintain the conservation values of reserve lands. Review and approve proposed modifications to site-specific management plans that are inconsistent with the reserve unit management plan. Review, provide input on, and approve proposed five-year updates to reserve unit management plans.
- 4.3 Review, provide input on, and approve any proposed deviations from the approved HCP/NCCP conservation easement template. Coordinate internally with legal staff for input and advice on legal language.
- 4.4 Coordinate with CDFW's senior land agent in the review of land acquisition packages. Work with the Conservancy to obtain any additional information as needed. Review and approve final requests for approval to enroll candidate sites into the reserves.
- 4.5 Review and approve variance requests to meet the HCP/NCCP habitat protection objectives, including, but not limited to, the substitution of certain types of protected habitat for other types, reduction of minimum buffers around Covered Species breeding areas, and enrollment of lands outside the HCP/NCCP Conservation Reserve Area.
- 4.6 Review, provide input on, and approve proposals for habitat restoration projects. Provide technical expertise and recommendations to assist the Conservancy in the development and approval of restoration project designs.

*Deliverables: Documented attendance at meetings to provide technical advice and coordination efforts to bring input to the Conservancy. Input and approvals provided as needed during the review of proposed land acquisitions and restoration projects.*

**Task 5. Assist in adaptive changes to the Yolo HCP/NCCP.**

- 5.1 Discuss potential changes to the Yolo HCP/NCCP with the Conservancy and USFWS during coordination meetings to help determine whether the changes would require a formal amendment to the NCCP Permit.
  - 5.1.1 Provide recommendations for adaptive changes to survey, monitoring, and management protocols based on updated official guidelines, new scientific knowledge, responses to problems, etc.
  - 5.1.2 Provide technical assistance and recommendations in the development of new and updated AMMs, Covered Species habitat models, conservation measures, habitat evaluation criteria, etc.
- 5.2 As needed, propose minor modifications to the Yolo HCP/NCCP, including an explanation of why the modifications are needed and an analysis of the anticipated environmental effects of the modifications.
- 5.3 Review any minor modifications proposed by the Conservancy or USFWS and submit comments within 60 days after receiving the proposed modifications.
- 5.4 Review and process applications to amend the NCCP Permit for changes that do not qualify as administrative actions or minor modifications. Make appropriate findings when approving requested amendments.

*Deliverables: Documented attendance at meetings to provide technical and policy support regarding potential and proposed changes. Written notification of CDFW-proposed minor modifications along with supporting justification and analysis. Comments on USFWS- and Conservancy-proposed minor modifications. Input and approvals provided as needed during the review of proposed changes to the Yolo HCP/NCCP. Amendment requests reviewed, processed, and approved.*

**Task 6. Assist in identifying and applying for funding opportunities.**

- 6.1 Assist the Conservancy in identifying and applying for state and federal funding opportunities such as Local Assistance Grants and Section 6 Grants.
- 6.2 Draft/review grant agreements and related documents as needed.
- 6.3 Provide administrative support in the distribution of funds for awarded grants. Coordinate internally with CDFW staff responsible for grant processing. Review invoices, reports, and deliverables.

*Deliverables: Advice and assistance in identifying/applying for grants, completed grant agreements and related documents, and grant payments.*

### **C. Project Representatives**

#### California Department of Fish and Wildlife

Tanya Sheya  
Environmental Program Manager  
CDFW North Central Region Habitat Conservation Program  
1701 Nimbus Road  
Rancho Cordova, CA 95670  
(916) 767-4617  
tanya.sheya@wildlife.ca.gov

#### Yolo Habitat Conservancy

Alexander Tengolics  
Executive Director  
P.O. Box 2202  
Woodland, CA 95776  
(530) 666-8150  
alexander@yolohabitatconservancy.org

## Yolo HCP-NCCP/CDFW Contract Budget

	FY 23/24 Monthly Salary	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTALS
<b>Personnel Services (Salary and Benefits)*</b>							
Region 2 Environmental Scientist (0.25 PY)	\$ 3,222.45	\$ 38,669.40	\$ 40,602.87	\$ 42,633.01	\$ 44,764.66	\$ 47,002.90	\$ 213,672.85
<b>Total Personnel Services</b>		\$ 38,669.40	\$ 40,602.87	\$ 42,633.01	\$ 44,764.66	\$ 47,002.90	\$ 213,672.85
<b>Operating Expense and Equipment</b>							
General Expense		\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 2,500.00
Travel/Training		\$ 1,000	\$ 1,000	\$ 1,250	\$ 1,250	\$ 1,250	\$ 5,750.00
<b>TOTAL OPERATING EXPENSE &amp; EQUIPMENT</b>		\$ 1,500	\$ 1,500	\$ 1,750	\$ 1,750	\$ 1,750	\$ 8,250.00
<b>TOTAL PERS. SERV AND OPERATING EXP &amp; EQUIP</b>		\$ 40,169.40	\$ 42,102.87	\$ 44,383.01	\$ 46,514.66	\$ 48,752.90	\$ 221,922.85
Overhead- Non Federal (16.31%***)	16.31%	\$ 6,551.63	\$ 6,866.98	\$ 7,238.87	\$ 7,586.54	\$ 7,951.60	\$ 36,195.62
<b>TOTAL COST</b>							<b>\$ 258,118.46</b>

\*5% annual increase for salary adjustment. This is an estimate and may not be fully realized.

\*\*\*Overhead Charge less than or equal to 16.31% or the OH rate determined by CDFW consistent with Government Code 11010 & 11270

CDFW will notify Yolo Habitat Conservancy if the current FY overhead rate exceeds 16.31% and SSCA will initiate an amendment to the contract, if necessary, to provide full cost recovery to CDFW



**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Yolo Habitat Conservancy

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

July 1, 2023

THROUGH END DATE

June 30, 2028

3. The maximum amount of this Agreement is:

258,118

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Yolo Habitat Conservancy (Joint Powers Authority)

CONTRACTOR BUSINESS ADDRESS

625 Court Street, Room 202

CITY

Woodland

STATE

CA

ZIP

95695

PRINTED NAME OF PERSON SIGNING

Gary Sandy

TITLE

Chair of the Board

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

05/15/2023

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



**Yolo Habitat Conservancy**

**Meeting Date:** 05/15/2023

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**Information**

**SUBJECT**

Approve the conservation easement for the Lomita Property, authorize the use of up to \$470,000 of Yolo HCP/NCCP mitigation fee funds/Mitigation Trust Account funds to purchase the easement, and authorize the Executive Director to proceed with steps necessary to enroll the site in the Yolo HCP/NCCP reserve system

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**Attachments**

Staff Report

Attachment A. Lomita Property location map

Attachment B. Lomita Property Draft Conservation Easement

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**Form Review**

Form Started By: Alexander Tengolics

Started On: 05/05/2023 08:20 AM

Final Approval Date: 05/08/2023



# Yolo Habitat Conservancy

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

To: Gary Sandy, Chair  
Members of the Board

From: Alexander Tengolics  
Executive Director

Re: Approve the conservation easement for the Lomita Property, authorize the use of up to \$470,000 of Yolo HCP/NCCP mitigation fee funds/Mitigation Trust Account funds to purchase the easement, and authorize the Executive Director to proceed with steps necessary to enroll the site in the Yolo HCP/NCCP reserve system

Date: May 15, 2023

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## REQUESTED ACTIONS:

1. Approve the Lomita Property conservation easement (Attachment B)
2. Authorize the use of up to \$470,000 of Yolo HCP/NCCP mitigation fee funds/Mitigation Trust Account funds to purchase the easement
3. Authorize the Executive Director to proceed with steps necessary to enroll the site in the Yolo HCP/NCCP reserve system

## BACKGROUND:

The Lomita Property is an approximately 40-acre property that is held in fee title by the City of Woodland and located west of the Yolo County airport at 34245 Corcoran Hill Lane, Yolo County, California (APN: 038-120-020), within Yolo HCP/NCCP Planning Unit 11 (see Attachment A) and was approved as a reserve system candidate site by the Board at the September 16, 2019 meeting. The proposed Easement Area contains nesting and foraging habitat for western burrowing owl (*Athene cunicularia*), Swainson's hawk (*Buteo swainsoni*), and white-tailed kite (*Elanus leucurus*), and foraging habitat for tricolored blackbird (*Agelaius tricolor*) within grassland natural community. Additionally, the landowner has proactively taken steps to expand potential available nesting sites for burrowing owl within the Easement Area.

Staff recommend approving the purchase of a conservation easement on the property using Yolo HCP/NCCP mitigation funds/Mitigation Trust Account funds at a price not to exceed \$470,000. The balance of Mitigation Trust Account Funds following the acquisition of the Woodland Regional Park conservation easement is approximately \$153,000 and staff contemplates using this balance and closing the fund through the acquisition of the Lomita conservation easement. The maximum purchase price is the fair market value of placing a conservation easement on the property as determined by an appraisal that was conducted by a qualified appraiser. The final purchase price may be less than the maximum purchase price based on the area of the property that is already encumbered by existing road easements and the actual

size of the Development Envelope that encompasses the existing infrastructure on the property as determined by a legal survey.

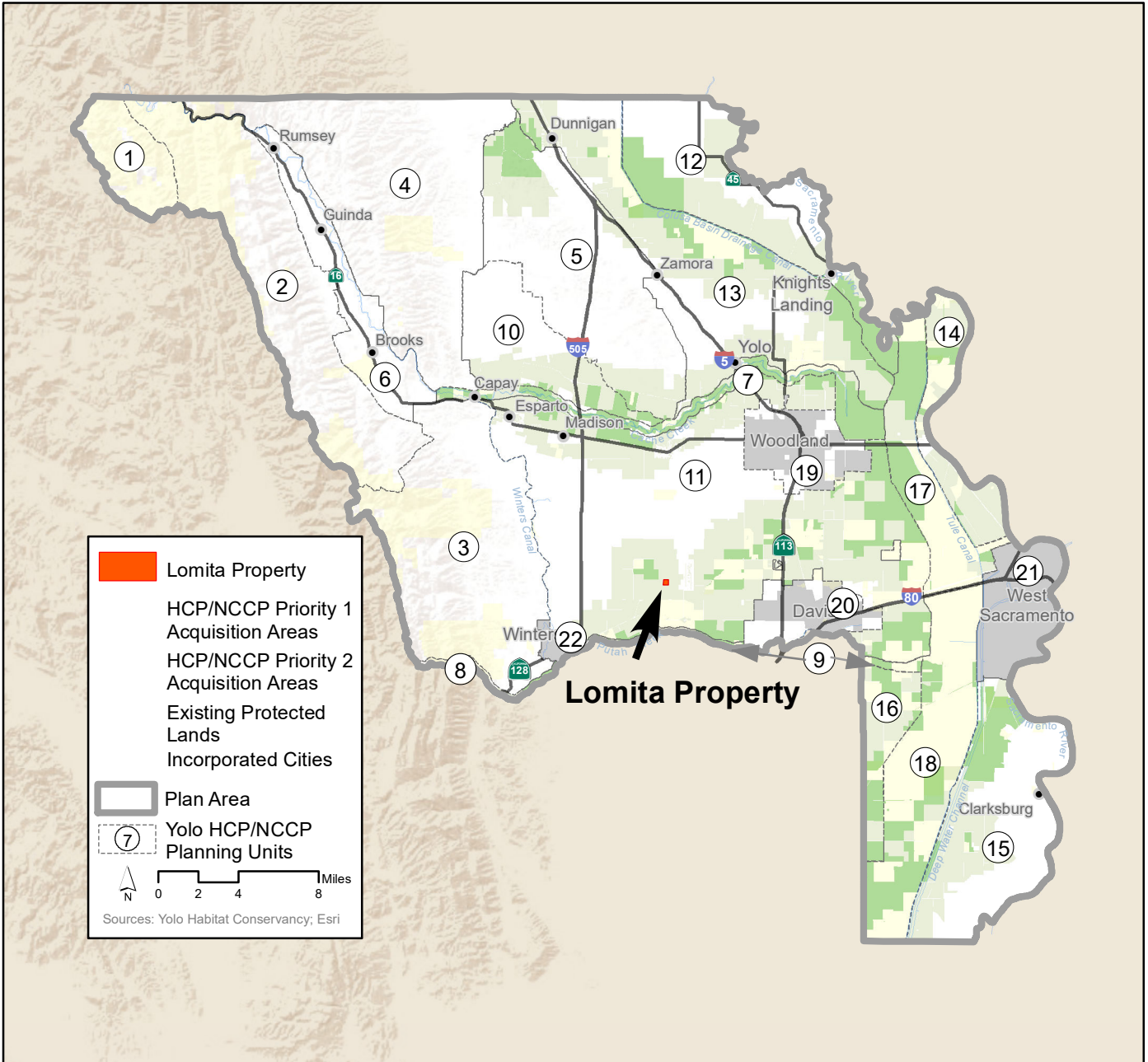
The Executive Director recommends that the Board approve the conservation easement (Attachment B), direct staff to seek approval from Fish and Wildlife and by the U.S. Fish and Wildlife Service to enroll the site in the HCP/NCCP reserve system, and proceed with steps necessary to purchase the easement and enroll the site in the Yolo HCP/NCCP reserve system.

**ATTACHMENTS:**

Attachment A. Lomita Property location map

Attachment B. Lomita Property Draft Conservation Easement





**Lomita Property Location Map**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Yolo Habitat Conservancy  
PO Box 2202  
Woodland, CA 95776  
Attention: Alexander Tengolics, Executive Director

WITH A COPY TO:

State of California  
Department of Fish and Wildlife  
Attn: Habitat Conservation Planning Branch  
Post Office Box 944209  
Sacramento, CA 94244-2090

U.S. Fish and Wildlife Service  
Sacramento Field Office  
Attn: Field Supervisor  
2800 Cottage Way, Room W-2605  
Sacramento, CA 95825

*Exempt from recording fees (Cal. Gov. Code § 27383)*

APN: 038-120-020

Space Above Line for Recorder's Use Only

**DEED OF CONSERVATION EASEMENT AND PERMANENT RESTRICTIONS ON  
USE**

THIS DEED OF CONSERVATION EASEMENT AND PERMANENT RESTRICTIONS ON USE (the “**Conservation Easement**”) shall be effective upon the date it is recorded with the Yolo County Recorder and is dated for reference purposes only as of June 30, 2023, by Jackelyn Lundy, Trustee under the Jackelyn R. Lundy Trust Agreement dated July 30, 2002 (“**Landowner**”), in favor of and the Yolo County Natural Community Conservation Plan Joint Powers Agency, a California Joint Powers Agency (“**Easement Holder**” or “**Yolo Habitat Conservancy**”). Landowner and Easement Holder are also referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

A. Landowner is the owner in fee simple of certain real property containing approximately 40.63 acres, located in the County of Yolo, State of California, designated Assessor’s Parcel Number(s) 038-120-020. Said real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Easement Area**”). As shown and described in **Exhibit A**, the Easement Area consists of three areas: Conservation Area (~33 acres), Reserved Farmland Conservation Area (2 acres), and Development Envelope (~5.75

acres). The Development Envelope area is subject to the provisions of this Conservation Easement but does not count towards meeting the goals and objectives of the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (“**Yolo HCP/NCCP**”) conservation strategy. [acres identified here are estimated and will be updated once the legal survey is completed]

B. The Easement Area possesses wildlife and habitat values of great importance to Easement Holder, the people of the State of California and the people of the United States. The Easement Area will provide high quality habitat nesting and foraging habitat for Swainson’s hawk (*Buteo swainsoni*), white-tailed kite (*Elanus leucurus*), and western burrowing owl (*Athene cunicularia*), and foraging habitat for tricolored blackbird (*Agelaius tricolor*) within grassland natural community and compatible cultivated agricultural lands. Individually and collectively, these wildlife and habitat values comprise the “**Conservation Values**” of the Easement Area. The status of the Conservation Values, including the uses and improvements within the Easement Area at the time of the execution of the Conservation Easement are described in the “**Baseline Documentation Report**”. Both Parties acknowledge, as described in **Exhibit B** attached hereto and incorporated herein by reference, that each has received a copy of the Baseline Documentation Report, and that it accurately represents the Easement Area as of the date of the Conservation Easement.

C. This Conservation Easement is being executed and delivered to satisfy certain habitat conservation requirements set forth in the following documents (collectively, the “**Yolo HCP/NCCP Instruments**”):

- a. The Yolo Habitat Conservation Plan/Natural Community Conservation Plan (“**Yolo HCP/NCCP**”), dated April 2018, prepared by the County of Yolo (“**County**”), City of Davis (“**Davis**”), City of West Sacramento (“**West Sacramento**”), City of Winters (“**Winters**”), and City of Woodland (“**Woodland**”), and approved by the United States Fish and Wildlife Service (“**USFWS**”) under Section 10 of the federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 *et seq.*, as it may be amended from time to time) (“**ESA**”), and by the California Department of Fish and Wildlife (“**CDFW**”) under the California Natural Community Conservation Planning Act (California Fish and Game Code Section 2800 *et seq.*, as it may be amended from time to time) (“**NCCPA**”); and
- b. Implementing Agreement for the Yolo HCP/NCCP (the “**Implementing Agreement**”), dated January 10, 2019, by and among USFWS and CDFW (collectively, the “**Wildlife Agencies**”), the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency (“**Yolo Habitat Conservancy**”), County, Davis, West Sacramento, Winters, and Woodland (collectively, the Yolo Habitat Conservancy, County, Davis, West Sacramento, Winters, and Woodland, are referred to herein as “**Permittees**”); and
- c. The federal incidental take permit issued by USFWS to Permittees for the Yolo HCP/NCCP pursuant to Section 10 of ESA; and
- d. The state NCCP permit issued by CDFW to Permittees for the Yolo HCP/NCCP pursuant to the NCCPA.

D. The State of California recognizes the public importance and validity of conservation easements by enactment of California Civil Code Section 815 *et seq.*

E. The Conservation Easement is purchased in whole with funds provided by the Yolo Habitat Conservancy with funds provided by the Yolo HCP/NCCP.

F. CDFW has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species pursuant to Fish and Game Code Section 1802. CDFW is authorized to hold easements for these purposes pursuant to Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.

G. USFWS, an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the Endangered Species Act, 16 U.S.C. section 1531 *et seq.* (“**ESA**”), the Fish and Wildlife Coordination Act, 16 U.S.C. sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. section 742(f) *et seq.*, and other provisions of federal law.

H. The Easement Holder is a California joint powers agency, and authorized to hold conservation easements pursuant to, among other provisions of law, California Civil Code Section 815.3.

I. The Yolo Habitat Conservancy serves as the “**Implementing Entity**” of the Yolo HCP/NCCP, and as such, is responsible for overseeing implementation of the Yolo HCP/NCCP Instruments, including carrying out planning and design, habitat restoration, monitoring, adaptive management programs, and periodic coordination with the Wildlife Agencies. The Yolo HCP/NCCP Instruments confer separate rights and obligations on the Implementing Entity that will survive any future transfer of the Conservation Easement.

J. Following recordation of this Conservation Easement, the Easement Area will be incorporated into the Reserve System (as such term is defined in the Yolo HCP/NCCP) (“**Reserve System**”) and will count toward the land acquisition requirements set forth in the Yolo HCP/NCCP.

K. The Yolo Habitat Conservancy has developed a management plan, known as “Lomita Property Site-Specific Management Plan,” that applies to the Easement Area (the “**Management Plan**”) incorporated herein by reference. The Management Plan has been developed in accordance with the applicable requirements of the Yolo HCP/NCCP Instruments. The Management Plan also includes provisions that preserve the ability to engage in productive agricultural use of the Reserved Farmland Conservation Area to the fullest extent such use is compatible with the preservation of its Conservation Values.

Landowner and Easement Holder recognize that changes (e.g., in agricultural practices and technologies, weather cycles, natural resource management technologies, conservation practices) may dictate changes in the management of the Easement Area, consistent with the purposes of this Conservation Easement and the Yolo HCP/NCCP Instruments. The Management Plan may be

revised from time to time only with the written approval of both the Landowner and Easement Holder, so long as the revisions are consistent with the requirements of the Yolo HCP/NCCP Instruments . The final, approved copy of the Management Plan, and any amendments thereto approved by the Parties, shall be kept on file at the Yolo Habitat Conservancy.

## AGREEMENT

NOW, THEREFORE, in consideration of the above and mutual covenants, terms, conditions and restrictions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of California, including California Civil Code Section 815 *et seq.*, Landowner hereby voluntarily grants and conveys to Easement Holder, its successors and assigns, a conservation easement forever in, on, over and across the Easement Area, subject to the terms and conditions set forth herein, restricting in perpetuity the uses which may be made of the Easement Area, and the Parties agree as follows:

1.     **Purposes.** The purposes of this Conservation Easement are to ensure the Easement Area will be retained forever in its natural, restored, enhanced, agricultural or otherwise functional habitat condition as contemplated by the Yolo HCP/NCCP and the site-specific Management Plan, and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area. Landowner intends that this Conservation Easement will confine the use of the Easement Area to such activities that are consistent with the purposes set forth herein. The Parties agree that the protection of the Conservation Values may be achieved by maintaining the Conservation Area in its natural or existing condition (not precluding future enhancement or restoration) and through the continuation of existing compatible uses or future agricultural and other compatible uses within the Reserved Farmland Conservation Area and Development Envelope provided that the uses preserve the Easement Area’s covered species and their associated functional habitats as described in the Baseline Documentation Report and the Management Plan, and the uses are consistent with the terms and conditions of this Conservation Easement and the Management Plan.

2.     **Reserved Rights.** Landowner reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from Landowner’s ownership of the Easement Area, including the right to engage in or permit or invite others to engage in lawful and routine ranching practices anywhere within the Easement Area and lawful and routine agricultural activities within the Reserved Farmland Conservation Area, so long as such activities are consistent with the purposes of this Conservation Easement, as set forth above in Section 1, the Management Plan, and do not impair the Conservation Values.

(a)     **Development Envelope.** The Easement Area includes a Development Envelope, as shown and described in **Exhibit A**, which contains two residences, a barn and ancillary structures as allowed by zoning. The area within the Development Envelope is subject to the provisions of the Conservation Easement except where explicitly stated otherwise and allowable uses within the Development Envelope cannot interfere with the protection or enhancement of the Conservation Values on the portions of the Easement Area that are not included in the Development Envelope. Lands within the Development Envelope areas do not count towards the goals and objectives of the Yolo HCP/NCCP conservation strategy.



(b) **Reserved Farmland Conservation Area.** The Easement Area includes a Reserved Farmland Conservation Area, as shown and described in **Exhibit A**. The area within the Reserved Farmland Conservation Area is subject to the provisions of the Conservation Easement except where explicitly stated otherwise and allowable uses within the Reserved Farmland Conservation Area cannot interfere with the protection or enhancement of the Conservation Values on the portions of the Easement Area that are not included in the Reserved Farmland Conservation Area.

(c) **Solar Facilities.** Solar facilities that provide power specifically for onsite uses are permitted anywhere in the Development Envelope. Solar facilities may be permitted elsewhere in the Easement Area for uses consistent with the protection of the conservation values and as further described in the Management Plan.

3. **Rights of Easement Holder.** To accomplish the purposes of this Conservation Easement, Landowner hereby grants and conveys the following rights to Easement Holder:

- (a) To preserve and protect the Conservation Values of the Easement Area;
- (b) To restore or enhance the Conservation Values with the consent of the Landowner in accordance with the Management Plan and the terms and conditions of this Conservation Easement;
- (c) To enter upon the Easement Area, no less than once annually, at reasonable times to monitor compliance with and otherwise enforce the terms of this Conservation Easement or to carry out, at Easement Holder's sole cost and expense, scientific research and management and monitoring requirements applicable to the Easement Area that are set forth in the Management Plan and in Yolo HCP/NCCP Chapters 6 and 7, provided that Easement Holder shall not unreasonably interfere with Landowner's allowed uses and quiet enjoyment of the Easement Area. Except where there is an imminent threat to the Easement Area or its Conservation Values, Easement Holder and its employees, contractors or agents will only enter the Easement Area at reasonable times and with at least seventy-two (72) hours advance notice to Landowner in writing or by phone;
- (d) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;
- (e) To require that all mineral, air, and water rights that Easement Holder deems necessary to preserve and protect the Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the purposes of this Conservation Easement; and

- (f) All present and future development rights and wind power rights appurtenant to, allocated, implied, reserved or inherent in the Easement Area; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

4. **Prohibited Uses.** Any activity on or use of the Easement Area that adversely affects the purpose of this Conservation Easement, as set forth in Section 1, above, is prohibited except as may be otherwise expressly provided in this Conservation Easement or in the Management Plan. Without limiting the generality of the foregoing, the Landowner, Landowner's personal representatives, heirs, successors, assigns, employees, agents, lessees, licensees and invitees are expressly prohibited from doing or allowing any of the following uses and activities on the Easement Area, unless, and then only to the extent that, a generally prohibited activity set forth below is a management practice, such as a lawful and routine agricultural practice within the Reserved Farmland Conservation Area, or other activity that does not impair the Conservation Values of the Easement Area and is allowed in the Management Plan.

- (a) Unseasonal watering activities that promote the establishment of invasive species that act as predators of covered species, impair the habitat quality of the site for covered species, or otherwise impair the Conservation Values of the site;
- (b) Use of fertilizers, pesticides, biocides, herbicides or other chemicals except as allowable under applicable law and as provided in the Management Plan in connection with the invasive weed management, habitat enhancement, and fire protection uses within the Easement Area, agricultural use within the Reserved Farmland Conservation Area or Development Envelope, or other activities or uses that are authorized or reserved hereunder. Under no circumstance are rodenticides allowed to be used within the Easement Area unless specifically authorized in writing by the Easement Holder and the Wildlife Agencies due to unforeseen or exceptional circumstance, such as proclamation of a local state of emergency;
- (c) Use of heavy equipment, off-road vehicles, or other motorized vehicles, except on existing roadways or use of equipment or vehicles as required to conduct any management practice, such as any lawful and routine rangeland management practice within the Easement Area, lawful and routine agricultural practices within the Reserved Farmland Conservation Area, or other activity as provided for in the Management Plan. The long-term storage of wrecked, dismantled, or inoperative nonagricultural vehicles and industrial or commercial equipment except within the Development Envelope is prohibited;
- (d) Except as set forth in the Management Plan or within the Development Envelope, any construction, reconstruction, relocation or placement of any road, building, billboard, or sign, or any other structure or improvement of

any kind, or altering the surface or general topography of the Easement Area without written approval by the Easement Holder and Wildlife Agencies;

- (e) Vineyards, orchards, rice, nurseries, intensive livestock use (e.g., dairy, feedlot), and other agricultural uses except within the Development Envelope or as allowed in the Management Plan. Row and field crops are permitted within the Reserved Farmland Conservation Area as described in the Management Plan.
- (f) Commercial, industrial, residential, or other institutional uses except within the Development Envelope;
- (g) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials, except in connection with lawful and routine agricultural practices (e.g., tilling, soil amendments, laser leveling) within the Reserved Farmland Conservation Area and Development Envelope and other uses that do not impair the Conservation Values of the Easement Area and are allowed in the Management Plan;
- (h) Planting, introduction, or dispersal of invasive plant or animal species;
- (i) Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for or extracting minerals, loam, soil, sands, gravel, rocks, or other material on or below the surface of the Easement Area, or granting or authorizing any surface entry for any exploring for or extracting minerals. This provision is not intended to prohibit lawful and routine agricultural practices (e.g., tilling, soil amendments, laser leveling) within the Reserved Farmland Conservation Area or Development Envelope and other uses that are associated with site management activities, do not impair the Conservation Values of the Easement Area, and are allowed in the Management Plan;
- (j) Removing, destroying, or cutting of trees, shrubs, or other vegetation except as allowed in the Management Plan;
- (k) Manipulating, impounding, or altering any water course, body of water, or water circulation on the Easement Area, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or subsurface waters, except as needed to conduct a management practice, lawful and routine agricultural practice within the Reserved Farmland Conservation Area or Development Envelope, or other activity that does not impair the Conservation Values of the Easement Area and is allowed in the Management Plan; and
- (l) Without the prior written consent of Easement Holder, which Easement Holder may reasonably withhold or condition, transferring, encumbering, selling, leasing or otherwise separating the mineral, air or water rights for the

Easement Area; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; and (iv) any water from wells that are in existence or may be constructed in the future on the Easement Area. In determining whether to consent to a short-term transfer (i.e. a transfer of water from the Property for a period of not more than one year as defined by California law) or other change relating to water rights under this subsection (k), the Easement Holder shall evaluate whether the transfer will, during the transfer period, preclude the Landowner from maintaining the Conservation Values, for the covered species that the Easement Area is managed to benefit at the time of the proposed transfer. This determination shall be subject to approval by the Wildlife Agencies and the Yolo Habitat Conservancy.

- (m) All Subdivisions, including but not limited to the Subdivision of rangeland, open space, and other types of land not used for the active cultivation of crops. The fee transfer of less than the entire Easement Area is also prohibited to the extent such a transfer would constitute a subdivision of land under California law, including but not limited to the Subdivision Map Act.
- (n) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Landowner, the Easement Area, or the activity or use in question.

5. **Unlawful Entry.** Landowner shall undertake all reasonable actions to prevent the unlawful entry and trespass on the Easement Area by persons whose uses or activities may degrade or harm the Conservation Values or are otherwise inconsistent with the purposes of this Conservation Easement. Reasonable actions to prevent trespass and related activities may include, but are not limited to, posting “No Trespassing” signs, constructing barriers and gates, and good faith efforts to exclude any person who is not a designated representative of Landowner, Easement Holder, or others with lawful access rights. In addition, Landowner shall undertake all necessary actions to perfect the rights of Easement Holder under Section 3 of this Conservation Easement.

6. **Easement Holder’s Remedies.** If Easement Holder or any Third-Party Beneficiary (as defined in **Section 6(d)** below) determines there is a violation of the terms of this Conservation Easement or that such violation is threatened, written notice of such violation and a demand for corrective action sufficient to cure the violation shall be given to Landowner, with a copy provided to Easement Holder and each Third-Party Beneficiary. The notice of violation shall specify the measures the Landowner must take to cure the violation. If Landowner fails to cure the violation within thirty (30) days after receipt of written notice and demand from Easement Holder or any Third-Party Beneficiary, as applicable; or if the cure reasonably requires more than thirty (30) days to complete and Landowner fails to begin the cure within such thirty (30) day period; or Landowner

fails to continue diligently to complete the cure, Easement Holder or any Third-Party Beneficiary may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to recover any damages to which Easement Holder and the Third-Party Beneficiaries may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for legal or other equitable relief, including, but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any such violation or injury, or to otherwise enforce this Conservation Easement. Without limiting Landowner's liability therefore, any damages recovered may be applied to the cost of undertaking any corrective action on the Easement Area at the election of the party receiving such damages.

If Easement Holder in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values, Easement Holder and/or any Third-Party Beneficiary may pursue its remedies under this section without prior notice to Landowner or without waiting for the period provided for cure to expire. The rights of Easement Holder and the Third-Party Beneficiaries under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Landowner agrees that Easement Holder's and Third-Party Beneficiaries' remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Easement Holder and/or any Third-Party Beneficiary shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Easement Holder and the Third-Party Beneficiaries may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in California Civil Code Section 815, *et seq.* The failure of Easement Holder or any Third-Party Beneficiary to discover a violation or to take immediate legal action in response to such action shall not bar such party from taking legal action at a later time.

If at any time in the future Landowner or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General and the Third-Party Beneficiaries each has standing as an interested party in any proceeding affecting this Conservation Easement.

(a) **Costs of Enforcement.** Any reasonable costs incurred by the Easement Holder or any Third-Party Beneficiary, where it is the prevailing party, in enforcing the terms of this Conservation Easement against the Landowner, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Landowner's negligence or breach of this Conservation Easement shall be borne by Landowner. In any action where an agency of the United States is a party, the right to recover fees and costs shall be governed by federal law.

(b) **Enforcement Discretion.** Enforcement of the terms of this Conservation Easement against Landowner shall be at the respective discretion of Easement Holder and each of the Third-Party Beneficiaries, and any forbearance by any such party to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by such party of

such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of such party's rights under this Conservation Easement. No delay or omission by Easement Holder or any Third-Party Beneficiary in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

(c) **Acts Beyond Landowner's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Easement Holder or any Third-Party Beneficiary to bring any action against Landowner for any injury to or change in the Property resulting from (i) any natural cause beyond Landowner's control, including, without limitation, fire not caused by Landowner, flood, storm, and earth movement, or any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Easement Holder or any Third-Party Beneficiary or employees of Easement Holder or any Third-Party Beneficiary; or (iii) acts by persons that entered the Easement Area unlawfully or by trespass whose activities degrade or harm the Conservation Values of the Easement Area or whose activities are otherwise inconsistent with this Conservation Easement where Landowner has undertaken all reasonable actions to prevent such activities.

(d) **Third-Party Beneficiary Rights.** The parties intend for Yolo Habitat Conservancy (during any such period, if any, that Yolo Habitat Conservancy does not also constitute Easement Holder), USFWS and CDFW (collectively, "**Third-Party Beneficiaries**") to be third-party beneficiaries of this Conservation Easement. All rights and remedies conveyed to Easement Holder under this Conservation Easement shall extend to and are enforceable by each of the Third-Party Beneficiaries in accordance with the terms hereof. Landowner and Easement Holder acknowledge that, as Third-Party Beneficiaries of this Conservation Easement, the Third-Party Beneficiaries shall have the same rights of access to the Easement Area granted to Easement Holder in **Section 3** above, and with rights to enforce all of the provisions of this Conservation Easement. If at any time in the future Landowner uses, allows the use, or threatens to use or allow use of, the Easement Area for any purpose that is inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General and each Third-Party Beneficiary has standing as an interested party in any proceeding affecting the Conservation Easement.

These rights are in addition to, and do not limit, the Easement Holder's obligations under federal, state, and local laws and regulations relating to the protection of biological resources and the environment. In addition, if the Wildlife Agencies reasonably determines that the Easement Area is not being held, monitored, or stewarded for conservation purposes in the manner specified in this Conservation Easement, the Yolo HCP/NCCP Instruments, or the Management Plan, the Conservation Easement shall revert to the State of California or another entity as described in California Government Code Section 65967(e), and subject to approval as set forth therein.

7. **Public Access.** Nothing contained in this Conservation Easement gives or grants to the public an independent right to enter upon or use the Easement Area or any portion thereof. Nor shall this Conservation Easement extinguish any existing public right to enter upon or use the Easement Area, provided said right is disclosed to the Easement Holder and documented in the Management Plan and/or an exhibit to this Conservation Easement.

8. **Costs and Liabilities.** Except for those specific obligations to be undertaken by Easement Holder under Section 3 above, or in the Management Plan, Landowner shall retain all responsibilities and shall bear all costs and liabilities of any kind related to Landowner's ownership, operation, upkeep, management, and maintenance activities on and relating to the Easement Area as well as the Easement Area itself. Landowner agrees that neither the Easement Holder nor Third Party Beneficiaries shall have any duty or responsibility for the operation, upkeep, or maintenance of the Easement Area, the monitoring of hazardous conditions thereon, or the protection of Landowner, the public or any third parties from risks relating to conditions on the Easement Area. Landowner shall remain responsible for obtaining any applicable governmental permits and approvals for any activity or use allowed on the Easement Area under this Conservation Easement, and Landowner shall undertake all allowed activities and uses of the Easement Area in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements. Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively "**taxes**"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Easement Holder with satisfactory evidence of payment upon request.

9. **Indemnification.**

(a) **Indemnification by Landowner.** Landowner shall hold harmless, protect and indemnify Easement Holder and the Third-Party Beneficiaries, and their respective members, directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "**Landowner Indemnified Party**" and, collectively, the "**Landowner Indemnified Parties**") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' and experts' fees and costs), causes of action, claims, demands, orders, liens or judgments (each a "**Claim**" and, collectively, "**Claims**"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any Easement Area, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause, except that this indemnification shall be inapplicable to Landowner Indemnified Parties with respect to any Claim due solely to the negligence of Landowner Indemnified parties; (ii) the obligations specified in Sections 5 and 8 ; and (iii) the existence or administration of this Conservation Easement; except that this indemnification shall be inapplicable to Landowner Indemnified Parties with respect to any Claim due solely to the negligence of Landowner Indemnified Parties. If any action or proceeding is brought against any of the Landowner Indemnified Parties by reason of any such Claim, Landowner shall, at the election of and upon written notice from Landowner Indemnified Parties, defend such action or proceeding by counsel reasonably acceptable to the Landowner Indemnified Parties or reimburse Landowner Indemnified Parties for all charges incurred for services of the California Attorney General in defending the action or proceeding.

(b) **Indemnification by Easement Holder.** Easement Holder shall hold harmless, protect, and indemnify Landowner and the Third-Party Beneficiaries, and their respective members, directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each, an

**“Easement Holder Indemnified Party,”** and collectively, the **“Easement Holder Indemnified Parties”**) from and against any and all Claims arising from or in any way connected with: (a) the activities of Easement Holder on the Easement Area, including without limitation the Easement Holder’s performance of management and monitoring activities set forth in the Management Plan; (b) breach by Easement Holder of any provision of this Conservation Easement; (c) any injury to or the death of any person, or physical damage to any Easement Area occurring on or about the Easement Area resulting from any act, omission, condition, or other matter related to, an activity on, or use of, the Easement Area by Easement Holder, including without limitation, those performed under the Management Plan, unless due solely to the negligence or willful misconduct of the Easement Holder Indemnified Party; and (d) any violation of, or failure to comply with, any state, federal or local law, regulation or requirement, by Easement Holder in any way affecting, involving or relating to the Easement Area. If any action or proceeding is brought against any of the Easement Holder Indemnified Parties by reason of any such Claim, Easement Holder shall, at the election of and upon written notice from Landowner, defend such action or proceeding by counsel reasonably acceptable to the Easement Holder Indemnified Party.

10. **Extinguishment.** The Conservation Easement created by this agreement constitutes a property right. It is the Parties’ intention that the terms and conditions of this Conservation Easement shall be carried out in perpetuity. Liberal construction is expressly required for purposes of effectuating the Conservation Easement in perpetuity, notwithstanding economic hardship or changed conditions of any kind. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction commenced after written notice of the anticipated initiation of proceedings is provided in the same manner, and to the same entities, as set forth in Section 12(a), below. In addition, no such extinguishment shall affect the value of Yolo Habitat Conservancy’s interest in the Easement Area, and if the Easement Area, or any interest therein, is sold, exchanged or taken by power of eminent domain after such extinguishment, the Yolo Habitat Conservancy shall be entitled to receive the fair market value of the Conservation Easement at the time of such extinguishment. If such extinguishment occurs with respect to fewer than all acres of the Easement Area, the amounts described above shall be calculated based on the actual number of acres subject to extinguishment.

11. **Condemnation.** This Conservation Easement is a “conservation easement” as defined in California Code of Civil Procedure section 1240.055(a)(1) and constitutes “property appropriated to public use” as defined in California Code of Civil Procedure section 1240.055(a)(3). A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, only as provided in Code of Civil Procedure § 1240.055. CDFW is a public entity that imposed conditions of approval on a project that were satisfied, in whole or part, by the creation of this Conservation Easement. If any person seeks to acquire the Property for public use, Easement Holder shall provide notice to CDFW and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure § 1240.055. If the Conservation Easement is condemned, the net proceeds from condemnation of the Conservation Easement interest shall be distributed according to Paragraph 10 above and, as applicable, used in compliance with Government Code § 65966(j).

12. **Transfer of Conservation Easement.**



(a) This Conservation Easement may be assigned or transferred by Easement Holder upon written approval of the Third-Party Beneficiaries which approval shall not be unreasonably withheld or delayed; provided, that Easement Holder shall give WCB, the Third-Party Beneficiaries and Landowner at least sixty (60) calendar days prior written notice of the proposed assignment or transfer. Easement Holder may transfer its rights under this Conservation Easement only to an entity or organization: (a) authorized to acquire and hold conservation easements pursuant to California law, including Civil Code Section 815.3 and California Government Code Section 65967(c) (and any successor or other provisions applicable at the time of the proposed transfer), or the laws of the United States; and (b) otherwise reasonably acceptable to the Third-Party Beneficiaries. Easement Holder shall require the transferee to record the conveyance in the Official Records of the County where the Easement Area is located. The failure of Easement Holder to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section shall be subject to the requirements of **Section 16** below.

13. **Transfer of Easement Area.** Landowner agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Landowner divests itself of any interest in all or any portion of the Easement Area, including, without limitation, a leasehold interest. For all transfers except routine and customary agricultural leases, Landowner further agrees to give written notice to Easement Holder and the Third-Party Beneficiaries of the intent to transfer any interest at least thirty (30) calendar days prior to the date of such transfer. Easement Holder and the Third-Party Beneficiaries shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given actual notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Landowner to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any successor in interest or lessor of Landowner, by acceptance of a deed, lease, or other document purporting to convey an interest in the Easement Area, shall be deemed to have consented to, reaffirmed and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Conservation Easement.

14. **Transfer Fee Easement Holder.** Landowner and Easement Holder recognize and agree that any transfer of the Easement Area and any division of ownership will result in an additional burden on the monitoring and enforcement responsibilities of Easement Holder. Therefore, each transfer of the Easement Area (except for a Permitted Transfer) shall require Landowner's payment of a transfer fee to Easement Holder's easement stewardship fund. The fee shall be equal to the greater of three-fourths of one percent (0.75%) of the fair market value of the property transferred or twenty-five hundred dollars (\$2,500.00), whichever is greater. Easement Holder may reduce or waive this fee at its sole discretion. For purposes of this Easement, "**Permitted Transfer**" shall mean any of the following: (i) a transfer without consideration (e.g. an inter vivos or testamentary gift), (ii) a transfer to an entity in which Landowner continues to retain both at least fifty-one percent (51%) of the voting rights in, and direct control of and participation in, such entity, or (iii) any transfer of any portion of the Property made as a result of condemnation or eminent domain proceedings, including any negotiated transfer made to an entity with condemning authority in response to actual or threatened condemnation proceedings by that entity. Landowner and Easement Holder agree to execute and record a "NOTICE OF PAYMENT OF TRANSFER FEE REQUIRED" in accordance with California Civil

Code Section 1098.5 respecting the transfer fee. The transfer fee shall be the obligation of the seller of the Property and shall be paid to Easement Holder at the address for giving notices to Easement Holder as set forth hereinbelow.

15. **Notices.** Any notice, demand, request, consent, approval, or communication that Landowner, Easement Holder, or any Third-Party Beneficiary desires or is required to give to the others shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Landowner: *Jackelyn Lundy  
34245 Corcoran Hill Lane  
Davis, CA 95616  
Telephone:(530) 759-1074*

To Easement Holder: *Yolo Habitat Conservancy  
Attn: Executive Director  
P.O. Box 2202  
Woodland, CA 95776  
Telephone: (530) 666-8150*

To Third-Party Beneficiaries:

*United States Fish and Wildlife Service  
Attn: Sacramento Valley Division Supervisor  
2800 Cottage Way, Room W-2605  
Sacramento, CA 95825  
Telephone: (916) 414-6600  
California Department of Fish and Wildlife  
Attn: Regional Manager  
1701 Nimbus Road  
Rancho Cordova, CA 95670  
Telephone: (916) 358-2900*

With a copy to: *California Department of Fish and Wildlife  
Office of the General Counsel  
Attn: General Counsel  
1416 Ninth Street, 12th Floor  
Sacramento, California 95814-2090  
Telephone: 916-445-8448*

or to such other address as a party shall designate by written notice to the others. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) calendar days after deposit into the United States mail.

16. **Amendment.** This Conservation Easement may not be amended, modified or otherwise changed in any manner, except by a written amendment executed by the Landowner and the Easement Holder, or their successors in interest, in their sole discretion. Any such amendment shall be subject to the prior written consent of the Third-Party Beneficiaries. Any amendment that is not made in strict accordance with the consent and other requirements of this Section shall be void and without effect. Any such amendment shall be consistent with the purposes of the Conservation Easement and shall not affect the perpetual duration of the Conservation Easement. Any such amendment must refer to this Conservation Easement by reference to its recordation data and must be recorded in the Official Records of the County where the Easement Area is located.

17. **Merger.** The doctrine of merger shall not operate to extinguish the Conservation Easement if the Conservation Easement and the Easement Area become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, a replacement conservation easement, with a new Easement Holder identified by the Yolo Habitat Conservancy and approved by the Third-Party Beneficiaries, containing the same protections embodied in this Conservation Easement shall be recorded against the Easement Area.

18. **No Hazardous Materials Liability.** Landowner represents and warrants that Landowner has no knowledge or notice of any Hazardous Materials (as defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Easement Area, or transported to or from or affecting the Easement Area. Landowner further represents, warrants and covenants that activities upon and use of the Easement Area by Landowner, its agents, employees, invitees and contractors shall comply with all Environmental Laws (as defined below) in using the Easement Area and that Landowner shall keep the Easement Area free of any material environmental defect, including, without limitation, contamination from Hazardous Materials (as defined below). Without limiting the obligations of Landowner under this Conservation Easement, including **Section 9(a)**, Landowner hereby releases and agrees to indemnify, protect and hold harmless the Landowner Indemnified Parties (as defined in **Section 9(a)**) from and against any and all Claims (as defined in **Section 9(a)**) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about or otherwise associated with the Easement Area at any time, except any Hazardous Materials placed, disposed or released by Landowner Indemnified Parties, or their employees or agents. This release and indemnification includes, without limitation, Claims for (a) injury to or death of any person or physical damage to any Easement Area; and (b) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (as defined below). If any action or proceeding is brought against any of the Landowner Indemnified Parties by reason of any such Claim, Landowner shall, at the election of and upon written notice, defend such action or proceeding by counsel reasonably acceptable to the Landowner Indemnified Party including reimbursing CDFW for all charges incurred for services of the California Attorney General in defending the action or proceeding.

Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Easement Holder or the Third-Party Beneficiaries any of the following:

- (a) The obligations or liability of a “Landowner” or “operator,” as those terms are defined and used in Environmental Laws (as defined below), including, without limitation, the Comprehensive Environmental Response,

Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, “**CERCLA**”); or

- (b) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or
- (c) The obligations of a responsible person under any applicable Environmental Laws; or
- (d) The right to investigate and remediate any Hazardous Materials associated with the Easement Area; or
- (e) Any control over Landowner's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Easement Area.

The term “**Hazardous Materials**” includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.; hereinafter “**RCRA**”); the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 et seq.; hereinafter “**HTA**”); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.; hereinafter “**HCL**”); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.; hereinafter “**HAS**”), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

The term “**Environmental Laws**” includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials.

19. **Representations and Warranties.** Landowner hereby makes the following representations and warranties for the benefit of Easement Holder and the Third-Party Beneficiaries:

(a) **Authority.** Landowner has good and sufficient title to the Easement Area including all appurtenances thereto, including, without limitation, all minerals and mineral rights except as noted on **Exhibit C (“Title Encumbrances”)** and all water and water rights, and Landowner has full right and authority to enter into this Conservation Easement and convey the Conservation Easement to Easement Holder. There are no monetary liens and encumbrances recorded against the Easement Area except as expressly identified in **Exhibit C**, that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written Subordination Agreement approved by Easement Holder and the Wildlife Agencies. All deeds of trust and mortgages recorded against the Easement Area, or any portion thereof, are and shall continue to be subordinated to this

Conservation Easement; documentation of such subordinations are contained in **Exhibit C**. No provisions of this Conservation Easement should be construed as impairing the ability of the Landowner to use the Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinated to this Deed of Conservation Easement.

(b) **Compliance with Laws.** Landowner has not received notice of, and has no knowledge of, any material violation of any federal, state, county or other governmental or quasi-governmental statute, ordinance, regulation, law or administrative or judicial order with respect to the Easement Area.

(c) **No Litigation.** There is no action, suit or proceeding which is pending or threatened against the Easement Area or any portion thereof relating to or arising out of the ownership or use of the Easement Area, or any portion thereof, in any court or in any federal, state, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

## 20. **General Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state, and by applicable federal law.

(b) **Liberal Construction.** Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement and the policy and purpose of Civil Code section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. It is the intent of this Conservation Easement to preserve the condition of the Easement Area and each of the Conservation Values protected herein, notwithstanding economic or other hardship or changes in circumstances or conditions. The provisions of this Conservation Easement shall be liberally construed to effectuate the purposes of the Conservation Easement and to allow Landowner's use and enjoyment of the Easement Area to the extent consistent with such purposes. Liberal construction is expressly required for purposes of effectuating this Conservation Easement in perpetuity, notwithstanding changed conditions of any kind. The Conservation Easement created by this agreement is the intended best and most productive use of the Easement Area. No remedy or election given by any provision in this Conservation Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party and its counsel have had the opportunity to review and revise this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement.

(c) **Severability.** If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the

application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with **Section 16**.

(e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Landowner's title in any respect.

(f) **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Easement Area.

(g) **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon a valid transfer of the party's interest in the Conservation Easement in accordance with the terms and provisions hereof, except that liability for acts or omissions or breaches occurring prior to transfer shall survive transfer.

(h) **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) **Additional Easements.** Landowner shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, or otherwise abandon or relinquish (each a "Transfer") any mineral, air, or water right or agreement relating to the Property, without first obtaining the written consent of Easement Holder and the Third-Party Beneficiaries. Easement Holder and the Third-Party Beneficiaries may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values. This section shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with **Section 13**. Landowner shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Easement Holder and Third-Party Beneficiaries.

(j) **Recording.** Easement Holder shall record this Conservation Easement in the Official Records of the county where the Easement Area is located and may re-record it at any time as Easement Holder deems necessary to preserve its rights hereunder.

(k) **Counterparts.** The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In

the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(1) **Exhibits.** The following Exhibit(s) referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

**Exhibit A – Legal Description and Map of the Easement Area**

**Exhibit B – Baseline Documentation Certification**

**Exhibit C – Title Encumbrances**

**Exhibit D – Notice/Memorandum of Unrecorded Site-Specific Management Plan**

Exhibit D shall be executed and recorded concurrently with this Conservation Easement as a separate document in the chain of title for the Property.

- 21. Sale of Carbon Credits.** The Landowner is allowed to establish and sell carbon credits associated with the Property to the extent that the activities required to establish or maintain those credits do not impair the Conservation Values of this Easement and are in accordance with the Management Plan and the terms and conditions of this Conservation Easement. Landowner will ensure that the terms and conditions of the Conservation Easement are taken into account when calculating the baseline/business as usual of the Easement Area for purposes of establishing carbon credits or other emissions offsets that the Landowner proposes to authorize, create, sell, exchange or transfer, and to notify Yolo Habitat Conservancy at least 45 days prior to any such proposed establishment. Upon receipt of any such notice Yolo Habitat Conservancy will promptly furnish a copy of the notice to the Third-Party Beneficiaries.
- 22. Signage.** Easement Holder will purchase and install a sign to be placed on the Easement Area that identifies this Conservation Easement, the name of the property, the landowner's name (if desired), and the Easement Holder. The Easement Holder will maintain and replace the sign, as necessary, at the Easement Holder's sole cost and expense. The size, location, number, text and design of the signage shall be determined by the Easement Holder with the approval of Landowner, which approval shall not be unreasonably withheld, conditioned or delayed.
- 23. Ecological Use.** Notwithstanding the use of this Conservation Easement towards the land acquisition requirements of the Yolo HCP/NCCP Instruments, neither the Easement Area, nor the Conservation Easement or any portions thereof may be used for mitigation or satisfaction of any requirement or condition imposed by any other permit, agreement, authorization or entitlement for use, including but not limited to any requirement to compensate for or otherwise offset impacts of an activity, without the prior written approval of the Yolo Habitat Conservancy.

IN WITNESS WHEREOF, Landowner and Easement Holder have executed this Conservation Easement the day and year first above written.

**LANDOWNER:**

\_\_\_\_\_  
By: Jackelyn R. Lundy  
Trustee of the Jackelyn R. Lundy Trust Agreement Dated July 30, 2002

\_\_\_\_\_  
Date:

**EASEMENT HOLDER:**

YOLO HABITAT CONSERVANCY

\_\_\_\_\_  
By: Alexander Tengolics, Executive Director

\_\_\_\_\_  
Date:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date:

**Exhibit A – Legal Description and Map of the Easement Area**

To be added once legal survey is complete (est. May 2023)



**Exhibit B – Baseline Documentation Certification**

**Acknowledgment of Baseline Documentation Report  
and Receipt of Baseline Documentation Report**

The undersigned, Jackelyn Lundy, Trustee under the Jackelyn R. Lundy Trust Agreement dated July 30, 2002, as Landowner, and Alexander Tengolics, representing the Yolo Habitat Conservancy, as Easement Holder, certify as follows:

- a) Each is familiar with the condition of the approximately 40.63 acres, located in the County of Yolo, State of California, designated Assessor’s Parcel Number 038-120-020. Said real property is referred to as the “Easement Area,” in that certain Deed of Conservation Easement and Permanent Restrictions on Use to which this Exhibit B is attached; and
- b) Each does hereby acknowledge and certify that the Baseline Documentation Report, and all of its inclusions, dated May \_\_, 2023, prepared by Christine Alford, owner of Alford Environmental LLC, is an inventory of the natural resources of the Property and an accurate representation of the condition of the Easement Area as of the date of conveyance of the Deed of Conservation Easement and Permanent Restrictions on Use.

Duplicate originals of the Baseline Documentation Report were signed and delivered by each of Landowner and Easement Holder, and each will receive a duplicate original of the Baseline Documentation Report at the close of escrow.

**LANDOWNER:**

JACKELYN R. LUNDY TRUST  
Dated July 30, 2002

\_\_\_\_\_  
Jackelyn R. Lundy, Trustee

**EASEMENT HOLDER:**

YOLO HABITAT CONSERVANCY  
a California joint powers agency

\_\_\_\_\_  
Alexander Tengolics, Executive Director

### Exhibit C –Title Encumbrances

- An undivided one-half of all minerals, oil, gas or other hydrocarbons in or under the above described land as reserved in Deed executed by John D. Corcoran et ux. to Nora May Corcoran, dated March 5, 1952, recorded March 7, 1952, Recorder’s File No. 1489.
- Easement for road and agricultural and incidental purposes over those strips of land described in that certain Deed to Margaret C. Fletcher, et al, recorded July 3, 1974 in Book 1110 of Official Records, page 10, Yolo County Records.
- Land Use Contract made and entered into pursuant to the California Land Conservation Act of 1965, dated January 9, 1971, executed by Wells Fargo Bank, Executor and the County of Yolo, recorded January 18, 1971, as (book) 964 (page) 272, Official Records.
- An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes, shown or dedicated by the map of:  
Map: Parcel Map No. 2322, Corcoran Estates  
For: Private road  
Affects: Northerly and Easterly 30 feet
- An easement over said land for electrical facilities and incidental purposes granted to Pacific Gas and Electric Company, in deed recorded September 14, 1990, (book) 2161 (page) 709, Official Records.  
Affects: Easterly portion of said property  
No representation is made as to the current ownership of said easement.
- An easement over said land for electrical facilities and incidental purposes granted to Pacific Gas and Electric Company, in deed recorded February 1, 2000, (instrument) 2000-0002652, Official Records.  
Affects: Southeasterly portion of said property  
No representation is made as to the current ownership of said easement.

**Exhibit D – Notice/Memorandum of Unrecorded Site-Specific Management Plan**  
RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Yolo Habitat Conservancy  
P.O. Box 2202  
Woodland, CA 95776  
Attention: Executive Director

*Exempt from recording fees (Cal. Gov. Code § 27383)*

APN: 038-120-020

Space Above Line for Recorder’s Use Only

**MEMORANDUM OF UNRECORDED MANAGEMENT PLAN**

This Memorandum of Unrecorded Management Plan (Plan), shall be effective upon the date it is recorded with the Yolo County Recorder and is dated for reference purposes only as of June 30, 2023, is recorded to provide notice of a Management Plan affecting a portion of the property encumbered by the Conservation Easement between the Yolo Habitat Conservancy and owner(s) of real property, “Property”, as described in Attachment A.

A **Conservation Easement** was recorded against a portion of the Property consistent with the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (“**Yolo HCP/NCCP**”), dated April 2018; and

The **Yolo Habitat Conservancy** is required to monitor and enforce the terms of the **Conservation Easement**.

Along with the **Conservation Easement** a Management Plan was agreed to by all parties to protect habitat and species on a portion of the Property. The Management Plan provides agreed upon methods/practices and activities as well as restrictions that affect the property. Any changes to the Conservation Easement Management Plan require **Yolo Habitat Conservancy** written approval. It is the Property owner’s responsibility to comply with all requirements of the Conservation Easement Management Plan. A copy of the Management Plan may be obtained by mailing a request to the Yolo Habitat Conservancy P.O. Box 2202, Woodland, CA 95776.

Failure to comply with the terms of the Conservation Easement and Management Plan may result in financial penalties to the property owner.

**LANDOWNER:**

JACKELYN R. LUNDY TRUST  
Dated July 30, 2002

\_\_\_\_\_  
Jackelyn R. Lundy, Trustee

**EASEMENT HOLDER:**

YOLO HABITAT CONSERVANCY  
a California joint powers agency

\_\_\_\_\_  
Alexander Tengolics, Executive Director

**APPROVED AS TO FORM:**

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

Yolo Habitat Conservancy  
Meeting Date: 05/15/2023

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Information

SUBJECT  
Executive Director's Report

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Attachments

*No file(s) attached.*

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**Form Review**

Form Started By: Alexander Tengolics  
Final Approval Date: 05/04/2023

Started On: 04/14/2023 08:18 AM