

YOLO COUNTY AGREEMENT NO. _____

(Third Amendment to Agreement No. 7676-2020-FLOODSAFE2.0 with Yolo County Flood Control and Water Conservation District, relating to Floodsafe Yolo 2.0 Program Services, to Increase the Maximum Compensation and Extend the Term)

THIS Third Amendment is made and entered into as of this _____ day of _____, 2022, by and between the **County of Yolo**, a political subdivision of the State of California (“County”), and **Yolo County Flood Control and Water Conservation District** (“District”). County and District are jointly referred to as the “Parties” and agree as follows.

WHEREAS, on or about August 26, 2019, the parties entered into an agreement for District to provide Floodsafe Yolo 2.0 Program services to the County (Yolo County Agreement No. 7676-2020-FLOODSAFE2.0); and

WHEREAS, on or about June 23, 2020 the parties entered into Amendment #1 (Agreement No. 20-100) to Yolo County Agreement No. 7676-2020-FLOODSAFE2.0 to revise the terms of payment, increase the maximum compensation, and revise the scope of services; and

WHEREAS, on or about May 4, 2021 the parties entered into Amendment #2 (Agreement No. 21-73) to Yolo County Agreement No. 7676-2020-FLOODSAFE2.0 to extend the term; and

WHEREAS, the Parties wish to further amend Agreement No. 7676-2020-FLOODSAFE2.0 to increase the maximum compensation and extend its term.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Paragraph 9 of Agreement No. 7676-2020-FLOODSAFE2.0 is hereby amended to read as follows:

9. TERM. This Agreement will terminate on **December 31, 2022**, unless otherwise extended in writing by the Parties prior to that date.

2. Paragraph I.A of Exhibit 1 of Agreement No. 7676-2020-FLOODSAFE2.0 is hereby amended to read as follows:

I. TASK 1: FloodSafe Yolo 2.0 Program:

A. The District will retain services of an experienced flood management professional and other support services as deemed appropriate. The District will use these resources in developing the institutional, financial and legal framework for creating an ongoing flood management division within the District. The initial funding will be provided by the participating entities for the period extending through **December 31, 2022**. This funding will allow for a focused effort to develop a long-term funding source and institutional framework for continuing regional flood management activities (implementation, maintenance, and planning). Some of this funding will be used for implementation of specific projects. Other specific tasks are outlined below.

3. Paragraph II of Exhibit A of Agreement No. 7676-2020-FLOODSAFE2.0 is hereby amended to read as follows:

II. BUDGET

A. Initially, County and district shall each contribute up to a maximum of \$100,000 per year for a combined \$200,000 over the term of this Agreement as Funds for this Task. Further, County shall contribute up to a maximum of \$30,000 per fiscal year for fiscal years 2021/22 and 2022/23. In addition, as full compensation for reimbursement of all expenses incurred by District in the performance of the Madison Public Works Drainage Improvement Project, the County shall also contribute Funds for this Task in an amount up to, but shall not exceed \$100,000. Therefore, the total maximum Funds contributed to this Task is \$360,000. Authorized Expenses under this Task shall include the following:

1. Paying a salary for a contract employee(s) and/or consultant(s) (including salary, benefits, and incidental office expenses).
2. Development and/or validation of flood maps, hydrological, climatological, and other foundational information.
3. Engineering and legal work to develop and appropriate overall governance structure and/or assessment district(s) within defined zones of benefit.
4. Development of potential flood management solutions for the localized floodplain areas and develop justification and boundaries for the establishment of a benefit district.
5. Implementation of actual flood management work (e.g. identified waterway maintenance schedule).
6. Land acquisitions.

4. Except as specifically amended hereinabove, Agreement No. 7676-2020-FLOODSAFE2.0 shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

DISTRICT:

By: 
Kristin Sicke, General Manager

COUNTY:

By: _____
Angel Barajas, Chair
Board of Supervisors

Attest: Clerk of the Board

By: _____
Deputy (Seal)

Approved As To Form
Philip J. Pogledich, County Counsel

By: 
Kimberly Hood, Asst. County Counsel