

Yolo County Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
FLOODSAFE YOLO 2.0 PROGRAM**

This Agreement is entered into by and between the County of Yolo ("County") and Yolo County Flood Control and Water Conservation District ("District") and will take effect as of the last date on which each Party has executed this Agreement. Defined terms are set forth in Section 2 of this Agreement.

**RECITALS**

- A. The Parties recognize that flood protection is important to the health, safety, and economic vitality of the Western Yolo County Region.
- B. The Parties recognize the need for floodSAFE Yolo 2.0 to address flood protection issues in the rural areas of Western Yolo County that are not currently addressed by other flood control programs.
- C. The Parties recognize that a regional approach to a flood protection solution is critical to success.
- D. The Parties believe that a regional flood control entity, separate from the County, may best advance flood control planning/activities for the region in conjunction with efforts by responsible State agencies.
- E. The Parties believe that while flood control is generally a State responsibility, local funding for flood control is critical to sustaining a focused, ongoing effort to improve regional flood protection, recognizing that successful projects can take decades to plan and implement.
- F. The Parties have collaborated on regional water planning activities (such as formation of the Water Resources Association and development of a Storm Water Management Plan and an Integrated Regional Water Management Plan). The Parties each desire to collaborate regarding the investigation of flood control planning activities that would be in their mutual interest.
- G. The Parties desire to provide in this Agreement authorization and cost-sharing for the District to develop the institutional, financial and legal framework for creating an ongoing flood management division within the District, to lead to a regional flood protection solution that provides appropriate levels of protection to urban and rural areas.

**AGREEMENT**

The Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Definitions.** When used in this Agreement, the following terms will have the meanings set forth below:
  - a. "Agreement" means this Agreement.
  - b. "Authorized Expenses" means those expenses incurred by the District in utilizing employees, contracting with consultants and incurring other costs to implement a Task consistent with the approved Budget for the Task.
  - c. "Budget" means the budget approved for a Task, which will include Authorized Expenses and the apportionment among the Parties of the responsibility for payment thereof.

- d. "CEQA" means the California Environmental Quality Act.
- e. "Funds" means payments from the Parties to implement a Task consistent with the Budget.
- f. "Parties" means the parties to this Agreement.
- g. "Party" means one of the Parties.
- h. "Party Representative" means the person identified in Section 3, below, who will be authorized to take actions under this Agreement on behalf of the - Party, until such time as the chief executive officer (or equivalent) notifies the District and the other Parties of a change in its Party Representative.
- i. "Task" means a scope of work that the Parties have authorized the District to carry out in the manner provided for in this Agreement.

- 3. Purpose of this Agreement.** The Parties intend that the District will have the latitude, authority, and responsibility to undertake those acts the District deems necessary, consistent with Exhibit 1, to establish ongoing flood management that will be successful, in collaboration with the County, in providing appropriate levels of flood protection for rural and urban areas. Consistent with this intention, this Agreement authorizes the District to implement the Task(s) described in Exhibit 1, which is incorporated herein by this reference. The scope of work and budget for the Task are set forth in Exhibit 1 to this Agreement. The Parties may amend the Task or authorize the District to carry out an additional task(s) in the manner provided for in this Agreement

In carrying out its duties under this Agreement, the District will comply with the applicable legal requirements (including but not limited to bidding requirements and contracting procedures). The District will serve as lead agency under CEQA with respect to any activities to implement a Task that are subject to CEQA. The District will have the authority to take all actions the District reasonably determines are appropriate to implement a Task and pay Authorized Expenses that are consistent with the approved Budget.

- 4. Actions of the Representatives of the Parties.** Each Party Representative will have authority to take action under this Agreement on behalf of the Party that he or she represents. The Party Representatives may take action under this Agreement at a meeting, during a telephone conference call, through electronic correspondence or other means approved by the Party Representatives, so long as each Party Representative was provided reasonable notice of the proposed action and a reasonable opportunity to participate in the consideration of the action item. The Party Representatives are as follows:

County: County Administrator, or designee

District: General Manager, or designee

- 5. Actions Requiring Approval by All Parties.** Notwithstanding any contrary provision in this Agreement, the following actions will not be effective unless approved in writing by all of the Parties that would be affected by the action:
- a. Amendment of this Agreement, including but not limited to extensions of its Term.
  - b. Addition of Parties. The terms and conditions applicable to a new party will be set forth in an amendment to this Agreement. The Parties may provide that a new party will be

liable only for obligations that existed from or after the effective date of the action approving the new party.

- c. Approval or amendment of a Task.
- d. Adoption or amendment of a Budget.
- e. Termination of this Agreement or withdrawal of a Party.

**6. Termination.**

- a. This Agreement may be terminated by either Party, at any time, with or without cause, upon 30 days' written notice from one to the other.
- b. Either Party may terminate this Agreement for cause immediately upon determining that the other Party has materially failed to perform any of the covenants contained in this Agreement in the time and/or manner specified. Notice of termination for cause shall be deemed effective upon delivery, including delivery via facsimile or e-mail, unless otherwise specified therein. If notice of termination for cause is given by a Party and it is later determined that the receiving Party was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (a) above.
- c. Following termination under paragraph (a) or (b) above, the terminating Party will be responsible for its share of financial obligations consistent with Exhibit 1 and incurred under this Agreement or earmarked for expenditures in connection with costs or debts prior to the effective date of termination, unless otherwise agreed by the Parties.

**7. Funds.** The County will make payments to the District within ninety days of invoicing by the District, consistent with the approved Budget. The District will be authorized to use the Funds collected for a Task to pay Authorized Expenses for the Task. The District will provide an accounting to the County of all Funds received and expended under this Agreement, in accordance with the provisions of Government Code section 6505 and other applicable provisions of law. Upon expiration or earlier termination of this Agreement, all unexpended funds of the County will be returned to the County.

**8. Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of any of the Parties when performing their respective functions will apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents or employees of a Party will be deemed to be officers, agents or employees of any other Party. Nothing in this Agreement will be construed to create a partnership, joint venture, co- ownership, or agency relationship between the Parties.

**9. Term.** This Agreement will terminate on December 31, 2020, unless otherwise extended in writing by the Parties prior to that date.

**10. Notices.** The time for providing any notices specified in this Agreement may be extended within the term of this Agreement with the consent of all Parties, confirmed in writing, without

requiring an amendment to this Agreement. All notices and other communications required under this Agreement will be in writing, and will be deemed to have been duly given upon the date of service, if: (a) served personally on the Party to whom notice is to be given; (b) sent by electronic mail, and the Party to whom notice is to be given confirms receipt; or (c) on the third day after mailing, if mailed to the Party to whom notice is to be given by first-class mail, postage prepaid, and properly addressed to the designated representatives of the Party.

- 11. Signatories' Authority.** The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Party on whose behalf they execute this Agreement.
- 12. Counterparts of this Agreement.** This Agreement may be signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument. This Agreement, if executed in counterparts, will be valid and binding on a Party as if fully executed all in one copy.
- 13. Reasonable Cooperation.** The Parties will reasonably cooperate with each other, including the execution of all necessary documents required to perform the obligations under this Agreement, and to carry out the purpose and intent of this Agreement.
- 14. Construction and Interpretation.** This Agreement is entered into freely and voluntarily. This Agreement has been arrived at through negotiation, and each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.
- 15. Complete Agreement.** This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Agreement among the Parties concerning the subject matter, and supersedes all prior negotiations, representations or agreement, either oral or written, that may be related to the subject matter of this Agreement.
- 16. Waiver.** The waiver at any time by a Party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any other default or matter.
- 17. Remedies Not Exclusive.** The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by a Party of any remedy under this Agreement will be without prejudice to the enforcement of any other remedy.
- 18. Binding on Successors.** The rights and obligations under this Agreement will be binding on the successors of the Parties. These rights may not be assigned without the written consent of the other Parties.

**19. Mutual Indemnification.** Each Party will indemnify, defend, protect and hold harmless the other Party, its respective officers, employees and agents from and against any and all liability, losses, claims, damages, expenses, demands and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of the respective Party's performance of its obligations under this Agreement and caused in whole or part by any negligent act or omission, willful misconduct or violation of law of or by the respective Party or its employees, agents or contractors. Any persons hired by the District pursuant to this Agreement will be considered to be solely District employees for all purposes. The Parties' respective obligations under this indemnification provision will survive the termination of this Agreement.

The foregoing is hereby agreed to by the Parties.

County:

Attest:

Clerk of the Board



Patrick Blacklock  
Yolo County Chief Administrative Officer

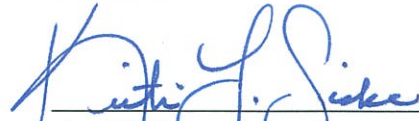
By: \_\_\_\_\_  
Deputy

Dated: 8-26-19

Approved as to Form  
Philip Pogledich, Yolo County Counsel

By:  \_\_\_\_\_  
Carrie Scarlata, Assistant County Counsel

The District:



for Tim O'Halloran, General Manager  
Yolo County Flood Control and  
Water Conservation District

Dated: 8/16/19



## EXHIBIT 1

### Scope of Work and Budget floodSafe Yolo 2.0

#### 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, 2020. 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.

B. It is the expressed intention of the District and County that the floodSafe Yolo 2.0 Program will inherently contain multi-benefit objectives that will include the following complimentary aspects of flood control projects and policies whenever possible.

1. Ecosystem enhancement
2. Enhance water supply
3. Aquifer recharge and support to the Region's Involvement with the Sustainable Groundwater Management Act ("SGMA")
4. Infrastructure improvements
5. Improve surface water quality and groundwater quality
6. Compatibility with Yolo County's Habitat Conservation Plan/Natural Community Conservation Plan ("HCP/NCCP")
7. Compatibility with existing and reasonably foreseeable land uses
8. Preserve community values

C. By the conclusion of the one-year term of this Agreement, the District and the County will attempt to have identified or developed a sustainable funding source to implement continuing regional flood management activities (implementation, maintenance and planning).

D. Oversight: Daily and routine work of the contract employee or consultant will be overseen by the District. The District will provide the County with regular briefings and organize planning sessions. The District will prepare and provide to the County annual end-of-year (2019 & 2020) written reports on the activities to implement this Task.

E. Public Outreach: The District will coordinate with the Water Resources Association and the IRWMP program on general public outreach and information dissemination.

#### II. Budget

A. Funding: County and District shall each contribute up to a maximum of \$100,000 per year for one year for a combined \$200,000 over the term of this Agreement as Funds for this Task. Authorized Expenses under this Task will 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 an appropriate overall governance structure and/or assessment district(s) with 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.

**RESOLUTION NO. 19.05**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESIGNATING A TEMPORARY DELEGATION OF GENERAL MANAGER DUTIES TO INTERIM GENERAL MANAGERS**

**WHEREAS**, Tim O'Halloran is the General Manager of the Yolo County Flood Control and Water Conservation District (District); and

**WHEREAS**, Tim O'Halloran has formally requested temporary medical leave starting July 31, 2019; and

**WHEREAS**, Max Stevenson and Kristin Sicke are the Assistant General Managers of the District;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Yolo County Flood Control and Water Conservation District that Tim O'Halloran's formal request for temporary medical leave is approved effective July 31, 2019, and while Tim O'Halloran is on temporary medical leave, the two Assistant General Managers are delegated all authority previously delegated to the General Manager, including the General Manager's appointment of Secretary. The Board of Directors direct the Assistant General Managers to cooperate and coordinate on their shared duties and authority as General Manager for the District until the General Manager returns.

**PASSED AND ADOPTED** by the Board of Directors of the Yolo County Flood Control and Water Conservation District on August 6, 2019 by the following vote:

AYES: DIRECTORS BARTH, KIMBALL, MAYER, ROMINGER, AND VINK  
NOES: NONE  
ABSENT: NONE

Signed by me after its passage this 6<sup>th</sup> day of August 2019.



Tom Barth, Chair

ATTEST:



Max Stevenson/Kristin Sicke, Secretary

# AMENDMENT #1

**YOLO COUNTY AGREEMENT NO. 20-100**

(First 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 revise the Terms of Payment, increase the Maximum Compensation, and Revise the Scope of Services)

THIS First Agreement is made and entered into as of this 23rd day of June, 2020, 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**, the parties wish to amend Agreement No. 7676-2020-FLOODSAFE2.0 to revise the terms of payment, increase the maximum compensation, and revise its scope of services.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. 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. 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 \$300,000. 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.
2. 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:**

**COUNTY:**

By:   
Tim O'Halloran, General Manager

By:   
Gary Sandy, Chair  
Board of Supervisors

Attest: Julie Daehler, Senior Deputy Clerk  
Board of Supervisors

By:   
(Seal)

Approved As To Form  
Philip J. Pogledich, County Counsel

By:   
Megan Stedtfeld, Asst. County Counsel

# AMENDMENT #2

BOARD OF SUPERVISORS  
Yolo County, California

To: CAO ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 21-58, Item No. 8, of the Board of Supervisors' meeting of May 4, 2021.

MOTION: Saylor. SECOND: Barajas. AYES: Barajas, Villegas, Saylor, Sandy, Provenza.

8.

Approve second amendment to FloodSAFE Yolo 2.0 Agreement extending expiration date to June 30, 2021. (No general fund impact) (Cook/Sabatini)

Approved **Agreement No. 21-73** on Consent.



## County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

### Consent-General Government 8. County Administrator

#### Board of Supervisors

**Meeting Date:** 05/04/2021

**Brief Title:** FloodSAFE Yolo 2.0 Agreement - 2nd Amendment

**From:** Jill Cook, Deputy County Administrator, County Administrator's Office

**Staff Contact:** Elisa Sabatini, Manager of Natural Resources, County Administrator's Office, x5773

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#### Subject

Approve second amendment to FloodSAFE Yolo 2.0 Agreement extending expiration date to June 30, 2021. (No general fund impact) (Cook/Sabatini)

#### Recommended Action

Approve second amendment to FloodSAFE Yolo 2.0 agreement extending expiration date to June 30, 2021.

#### Strategic Plan Goal(s)



*Safe Communities*



*Flourishing Agriculture*

#### Reason for Recommended Action/Background

##### Background

As a result of flooding events in western Yolo County 2017 and 2019, the County identified a need for a more comprehensive approach to flood prevention. On June 4, 2019, the Yolo County Board of Supervisors received a presentation on this identified need and authorized the revival of a previous regional effort from 2007 referred to as "FloodSAFE Yolo". (Item No. 32, June 4, 2019 Board meeting) The County and the Yolo County Flood Control and Water Conservation District ("District") entered into an agreement (provided as Attachment B to this staff report) and each contributed \$100,000 in FY 19/20 towards implementation of the revived and re-imagined effort - now known as FloodSAFE Yolo 2.0. Building on the success of the first year of FloodSAFE Yolo 2.0, the County and the District renewed their staffing and fiscal commitment for FY 20/21 (\$100,000 each).

##### Current Request

Though both agencies (the County and the District) budgeted funds for FloodSAFE Yolo 2.0 in FY 20/21, the enabling legal agreement (Agreement No. 7676-2020-FLOODSAFE2.0) was not extended at that time. This request would extend the expiration of the FloodSAFE Yolo 2.0 agreement to June 30, 2021. The proposed amendment is provided as Attachment A to this staff report.

#### Collaborations (including Board advisory groups and external partner agencies)

Staff has collaborated with the Yolo County Flood Control and Water Conservation District and County Counsel on this item.

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**Fiscal Information**

No Fiscal Impact

Fiscal Impact of this Expenditure

Total cost of recommended action	\$100,000
Amount budgeted for expenditure	\$100,000
Additional expenditure authority needed	\$0
On-going commitment (annual cost)	

Source of Funds for this Expenditure

General Fund	\$0
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Further explanation as needed

The County and Yolo County Flood Control and Water Conservation District each contribute \$100,000 per year to the Flood SAFE Yolo 2.0 effort. The County's \$100,000 contribution was included in the FY 20-21 adopted budget. This request is for an extension of time only.

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**Attachments**

- Att. A. Second Amendment
- Att. B. FSU2.0 2019 Agreement

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Elisa Sabatini (Originator)	Elisa Sabatini	04/20/2021 02:56 PM
County Counsel	Hope Welton	04/20/2021 03:15 PM
Jill Cook	Jill Cook	04/20/2021 03:34 PM
Daniel Kim	Daniel Kim	04/22/2021 12:15 PM
County Counsel	Hope Welton	04/26/2021 03:18 PM
Alexander Tengolics	Alexander Tengolics	04/27/2021 08:29 AM
Form Started By: Elisa Sabatini		Started On: 03/08/2021 10:29 AM
Final Approval Date: 04/27/2021		

MAY 11 2021

BY Julie Rackett  
DEPUTY CLERK OF THE BOARD

**YOLO COUNTY AGREEMENT NO. 21-73**

(Second 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 Extend the Term)

THIS Second Amendment is made and entered into as of this 4th day of May, 2021, 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 County (Agreement No. 7676-2020-FLOODSAFE2.0); and

**WHEREAS**, on or about June 23, 2020, the Parties entered into a First Amendment of Agreement No. 7676-2020-FLOODSAFE2.0 to revise the terms of payment, increase the maximum compensation, and revise the scope of services; and

**WHEREAS**, the Parties wish to further amend Agreement No. 7676-2020-FLOODSAFE2.0 to extend the 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 **June 30, 2021**, unless otherwise extended in writing by the Parties prior to that date.

- 2. Paragraph I.A of Exhibit I 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 **June 30, 2021**. 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. Except as specifically amended hereinabove, Agreement No. 7676-2020-FLOODSAFE2.0 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Second Amendment to Agreement No. 7676-2020-FLOODSAFE2.0 as of the day and year first written above.

DISTRICT:

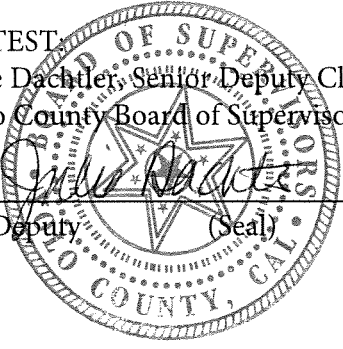
By: Kristin Sicker  
Kristin Sicker, Assistant General Manager

COUNTY:

By: Jim Provenza  
Jim Provenza, Chair

ATTEST:  
Julie Dachtler, Senior Deputy Clerk  
Yolo County Board of Supervisors

By: *Julie Dachtler*  
Deputy (Seal)



Approved As To Form  
Philip J. Pogledich, County Counsel

By: *[Signature]*  
Ronald J. Martinez, Asst. County Counsel

Yolo County Agreement No. \_\_\_\_\_

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FLOODSAFE YOLO 2.0 PROGRAM**

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**RECITALS**

- A. The Parties recognize that flood protection is important to the health, safety, and economic vitality of the Western Yolo County Region.
- B. The Parties recognize the need for floodSAFE Yolo 2.0 to address flood protection issues in the rural areas of Western Yolo County that are not currently addressed by other flood control programs.
- C. The Parties recognize that a regional approach to a flood protection solution is critical to success.
- D. The Parties believe that a regional flood control entity, separate from the County, may best advance flood control planning/activities for the region in conjunction with efforts by responsible State agencies.
- E. The Parties believe that while flood control is generally a State responsibility, local funding for flood control is critical to sustaining a focused, ongoing effort to improve regional flood protection, recognizing that successful projects can take decades to plan and implement.
- F. The Parties have collaborated on regional water planning activities (such as formation of the Water Resources Association and development of a Storm Water Management Plan and an Integrated Regional Water Management Plan). The Parties each desire to collaborate regarding the investigation of flood control planning activities that would be in their mutual interest.
- G. The Parties desire to provide in this Agreement authorization and cost-sharing for the District to develop the institutional, financial and legal framework for creating an ongoing flood management division within the District, to lead to a regional flood protection solution that provides appropriate levels of protection to urban and rural areas.

**AGREEMENT**

The Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Definitions.** When used in this Agreement, the following terms will have the meanings set forth below:
  - a. "Agreement" means this Agreement.
  - b. "Authorized Expenses" means those expenses incurred by the District in utilizing employees, contracting with consultants and incurring other costs to implement a Task consistent with the approved Budget for the Task.
  - c. "Budget" means the budget approved for a Task, which will include Authorized Expenses and the apportionment among the Parties of the responsibility for payment thereof.

- d. "CEQA" means the California Environmental Quality Act.
- e. "Funds" means payments from the Parties to implement a Task consistent with the Budget.
- f. "Parties" means the parties to this Agreement.
- g. "Party" means one of the Parties.
- h. "Party Representative" means the person identified in Section 3, below, who will be authorized to take actions under this Agreement on behalf of the - Party, until such time as the chief executive officer (or equivalent) notifies the District and the other Parties of a change in its Party Representative.
- i. "Task" means a scope of work that the Parties have authorized the District to carry out in the manner provided for in this Agreement.

- 3. Purpose of this Agreement.** The Parties intend that the District will have the latitude, authority, and responsibility to undertake those acts the District deems necessary, consistent with Exhibit 1, to establish ongoing flood management that will be successful, in collaboration with the County, in providing appropriate levels of flood protection for rural and urban areas. Consistent with this intention, this Agreement authorizes the District to implement the Task(s) described in Exhibit 1, which is incorporated herein by this reference. The scope of work and budget for the Task are set forth in Exhibit 1 to this Agreement. The Parties may amend the Task or authorize the District to carry out an additional task(s) in the manner provided for in this Agreement

In carrying out its duties under this Agreement, the District will comply with the applicable legal requirements (including but not limited to bidding requirements and contracting procedures). The District will serve as lead agency under CEQA with respect to any activities to implement a Task that are subject to CEQA. The District will have the authority to take all actions the District reasonably determines are appropriate to implement a Task and pay Authorized Expenses that are consistent with the approved Budget.

- 4. Actions of the Representatives of the Parties.** Each Party Representative will have authority to take action under this Agreement on behalf of the Party that he or she represents. The Party Representatives may take action under this Agreement at a meeting, during a telephone conference call, through electronic correspondence or other means approved by the Party Representatives, so long as each Party Representative was provided reasonable notice of the proposed action and a reasonable opportunity to participate in the consideration of the action item. The Party Representatives are as follows:

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District: General Manager, or designee

- 5. Actions Requiring Approval by All Parties.** Notwithstanding any contrary provision in this Agreement, the following actions will not be effective unless approved in writing by all of the Parties that would be affected by the action:
- a. Amendment of this Agreement, including but not limited to extensions of its Term.
  - b. Addition of Parties. The terms and conditions applicable to a new party will be set forth in an amendment to this Agreement. The Parties may provide that a new party will be

liable only for obligations that existed from or after the effective date of the action approving the new party.

- c. Approval or amendment of a Task.
- d. Adoption or amendment of a Budget.
- e. Termination of this Agreement or withdrawal of a Party.

**6. Termination.**

- a. This Agreement may be terminated by either Party, at any time, with or without cause, upon 30 days' written notice from one to the other.
- b. Either Party may terminate this Agreement for cause immediately upon determining that the other Party has materially failed to perform any of the covenants contained in this Agreement in the time and/or manner specified. Notice of termination for cause shall be deemed effective upon delivery, including delivery via facsimile or e-mail, unless otherwise specified therein. If notice of termination for cause is given by a Party and it is later determined that the receiving Party was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (a) above.
- c. Following termination under paragraph (a) or (b) above, the terminating Party will be responsible for its share of financial obligations consistent with Exhibit 1 and incurred under this Agreement or earmarked for expenditures in connection with costs or debts prior to the effective date of termination, unless otherwise agreed by the Parties.

**7. Funds.** The County will make payments to the District within ninety days of invoicing by the District, consistent with the approved Budget. The District will be authorized to use the Funds collected for a Task to pay Authorized Expenses for the Task. The District will provide an accounting to the County of all Funds received and expended under this Agreement, in accordance with the provisions of Government Code section 6505 and other applicable provisions of law. Upon expiration or earlier termination of this Agreement, all unexpended funds of the County will be returned to the County.

**8. Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of any of the Parties when performing their respective functions will apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents or employees of a Party will be deemed to be officers, agents or employees of any other Party. Nothing in this Agreement will be construed to create a partnership, joint venture, co- ownership, or agency relationship between the Parties.

**9. Term.** This Agreement will terminate on December 31, 2020, unless otherwise extended in writing by the Parties prior to that date.

**10. Notices.** The time for providing any notices specified in this Agreement may be extended within the term of this Agreement with the consent of all Parties, confirmed in writing, without

requiring an amendment to this Agreement. All notices and other communications required under this Agreement will be in writing, and will be deemed to have been duly given upon the date of service, if: (a) served personally on the Party to whom notice is to be given; (b) sent by electronic mail, and the Party to whom notice is to be given confirms receipt; or (c) on the third day after mailing, if mailed to the Party to whom notice is to be given by first-class mail, postage prepaid, and properly addressed to the designated representatives of the Party.

- 11. Signatories' Authority.** The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Party on whose behalf they execute this Agreement.
- 12. Counterparts of this Agreement.** This Agreement may be signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument. This Agreement, if executed in counterparts, will be valid and binding on a Party as if fully executed all in one copy.
- 13. Reasonable Cooperation.** The Parties will reasonably cooperate with each other, including the execution of all necessary documents required to perform the obligations under this Agreement, and to carry out the purpose and intent of this Agreement.
- 14. Construction and Interpretation.** This Agreement is entered into freely and voluntarily. This Agreement has been arrived at through negotiation, and each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.
- 15. Complete Agreement.** This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Agreement among the Parties concerning the subject matter, and supersedes all prior negotiations, representations or agreement, either oral or written, that may be related to the subject matter of this Agreement.
- 16. Waiver.** The waiver at any time by a Party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any other default or matter.
- 17. Remedies Not Exclusive.** The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by a Party of any remedy under this Agreement will be without prejudice to the enforcement of any other remedy.
- 18. Binding on Successors.** The rights and obligations under this Agreement will be binding on the successors of the Parties. These rights may not be assigned without the written consent of the other Parties.

**19. Mutual Indemnification.** Each Party will indemnify, defend, protect and hold harmless the other Party, its respective officers, employees and agents from and against any and all liability, losses, claims, damages, expenses, demands and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of the respective Party's performance of its obligations under this Agreement and caused in whole or part by any negligent act or omission, willful misconduct or violation of law of or by the respective Party or its employees, agents or contractors. Any persons hired by the District pursuant to this Agreement will be considered to be solely District employees for all purposes. The Parties' respective obligations under this indemnification provision will survive the termination of this Agreement.

The foregoing is hereby agreed to by the Parties.

County:

Attest:

Clerk of the Board



Patrick Blacklock  
Yolo County Chief Administrative Officer

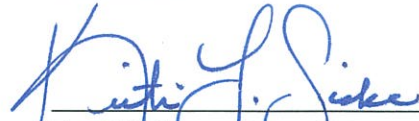
By: \_\_\_\_\_  
Deputy

Dated: 8-26-19

Approved as to Form  
Philip Pogledich, Yolo County Counsel

By:  \_\_\_\_\_  
Carrie Scarlata, Assistant County Counsel

The District:



for Tim O'Halloran, General Manager  
Yolo County Flood Control and  
Water Conservation District

Dated: 8/16/19

## EXHIBIT 1

### Scope of Work and Budget floodSafe Yolo 2.0

#### 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, 2020. 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.

B. It is the expressed intention of the District and County that the floodSafe Yolo 2.0 Program will inherently contain multi-benefit objectives that will include the following complimentary aspects of flood control projects and policies whenever possible.

1. Ecosystem enhancement
2. Enhance water supply
3. Aquifer recharge and support to the Region's Involvement with the Sustainable Groundwater Management Act ("SGMA")
4. Infrastructure improvements
5. Improve surface water quality and groundwater quality
6. Compatibility with Yolo County's Habitat Conservation Plan/Natural Community Conservation Plan ("HCP/NCCP")
7. Compatibility with existing and reasonably foreseeable land uses
8. Preserve community values

C. By the conclusion of the one-year term of this Agreement, the District and the County will attempt to have identified or developed a sustainable funding source to implement continuing regional flood management activities (implementation, maintenance and planning).

D. Oversight: Daily and routine work of the contract employee or consultant will be overseen by the District. The District will provide the County with regular briefings and organize planning sessions. The District will prepare and provide to the County annual end-of-year (2019 & 2020) written reports on the activities to implement this Task.

E. Public Outreach: The District will coordinate with the Water Resources Association and the IRWMP program on general public outreach and information dissemination.

#### II. Budget

A. Funding: County and District shall each contribute up to a maximum of \$100,000 per year for one year for a combined \$200,000 over the term of this Agreement as Funds for this Task. Authorized Expenses under this Task will 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 an appropriate overall governance structure and/or assessment district(s) with 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.

**RESOLUTION NO. 19.05**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESIGNATING A TEMPORARY DELEGATION OF GENERAL MANAGER DUTIES TO INTERIM GENERAL MANAGERS**

**WHEREAS**, Tim O'Halloran is the General Manager of the Yolo County Flood Control and Water Conservation District (District); and

**WHEREAS**, Tim O'Halloran has formally requested temporary medical leave starting July 31, 2019; and

**WHEREAS**, Max Stevenson and Kristin Sicke are the Assistant General Managers of the District;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Yolo County Flood Control and Water Conservation District that Tim O'Halloran's formal request for temporary medical leave is approved effective July 31, 2019, and while Tim O'Halloran is on temporary medical leave, the two Assistant General Managers are delegated all authority previously delegated to the General Manager, including the General Manager's appointment of Secretary. The Board of Directors direct the Assistant General Managers to cooperate and coordinate on their shared duties and authority as General Manager for the District until the General Manager returns.

**PASSED AND ADOPTED** by the Board of Directors of the Yolo County Flood Control and Water Conservation District on August 6, 2019 by the following vote:

AYES: DIRECTORS BARTH, KIMBALL, MAYER, ROMINGER, AND VINK  
NOES: NONE  
ABSENT: NONE

Signed by me after its passage this 6<sup>th</sup> day of August 2019.



Tom Barth, Chair

ATTEST:

  
Max Stevenson/Kristin Sicke, Secretary