

FIRST AMENDMENT TO AGREEMENT NO. 21-112

This First Amendment to Agreement No. 21-112 is made and entered into as of the last date signed below, by and between the County of Yolo, a political subdivision of the State of California (“County”), and the Yolo Resource Conservation District, a special district of the State of California (“RCD”), jointly referred to as the “Parties” herein, who agree as follows.

WHEREAS, on June 8, 2021, the Parties entered into Agreement No. 21-112 (“Agreement”) for RCD to provide as-needed services to the County; and

WHEREAS, the Parties wish to amend the Agreement to: 1) add an additional scope of work (Exhibit A-2) for RCD to support the development of the Yolo County Climate Action and Adaptation Plan; and 2) Establish a not to exceed amount of \$45,287 for the scope of work outlined in Exhibit A-2.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Exhibit A-2: Yolo County RCD Scope of Work in Support of Yolo CAAP shall be added to the MOU, as attached hereto and incorporated herein.

2. Paragraph 2 of the Agreement is hereby amended to read as follows:

2. Scope of Services. RCD shall provide COUNTY those services set forth in Exhibits A and A-2, attached hereto and incorporated by reference herein. Additional services may be added by the parties from time to time through supplements to either Exhibit subject to prior approval by the Board of Supervisors. Nothing in this MOU provides RCD with an exclusive right to perform the services set forth in Exhibits A and A-2 or otherwise precludes the County from contracting with third parties to perform any or all such services.

3. Paragraph 14 of the Agreement is hereby amended to read as follows:

14. Amendment/Modification. Except as specifically provided herein, this MOU may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, through its Board of Supervisors in the form of an amendment of this MOU, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit A, A-2, or B. Failure of RCD to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

3. Except as specifically amended hereinabove, the Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the last date signed below.

CONTRACTOR



By: _____
Heather Nichols, Executive Director
Yolo Resource Conservation District

Date: 11/1/2022

COUNTY

By: _____
Angel Barajas, Chair
Yolo County Board of Supervisors

Date: _____

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

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

By:  _____
Eric May, Senior Deputy County Counsel