

FIRST AMENDMENT

This First Amendment to Memorandum of Understanding No. 20-217 (“First Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Yuba Community College District (“District”), jointly referred to as “the Parties” herein.

WHEREAS, on or about August 4, 2020, the Parties executed Memorandum of Understanding No. 20-217 (“MOU”); and

WHEREAS, the Parties would now like to amend the MOU to:

1. Revise **Section III.** to extend term of the MOU through June 30, 2024 and update the remaining available option year; and
2. Revise **Section IV.** to add funding in the amount of \$90,000 in District contributions and \$225,000 in County contribution for Fiscal Year (FY) 2023-24 for a new contract maximum of \$945,000, update the remaining option year and increase remaining option year funding; and
3. Revise **Paragraph VII.A.** to update District Responsibilities; and
4. Revise **Paragraph VIII.A.** to update County Responsibilities; and
5. Revise **Paragraph IX.A.** to update the District contribution amount; and
6. Revise **Section XX.** to update notice information.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Section III.** of the MOU is hereby amended to read as follows:

III. Term

- A. The term of this MOU shall be from September 1, 2020 through June 30, 2024.
- B. At the County’s option, this MOU may be extended for one (1) additional twelve (12) month period on the same terms and conditions as set forth in this MOU upon written notice to the District by the Yolo County Health and Human Services Agency Director or her/his designee (“Director”).

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2. **Section IV.** of the MOU is hereby amended to read as follows:

IV. MOU MAXIMUM AMOUNT

A. Subject to the terms and conditions of this MOU, the maximum amount of this MOU shall be **ONE MILLION FORTY THOUSAND DOLLARS (\$1,040,000)** as follows:

Term	District Contribution*	HHSA Contribution**
September 1, 2020 through June 30, 2021	\$60,000	Up to: \$150,000
July 1, 2021 through June 30, 2022	\$60,000	Up to: \$150,000
July 1, 2022 through June 30, 2023	\$60,000	Up to: \$150,000
July 1, 2023 through June 30, 2024	\$90,000	Up to: \$225,000
Total per Party	\$270,000	Up to: \$675,000
MOU Maximum Amount	\$945,000	

*See Paragraph VII.A. for details regarding District’s annual contributions collected from WCC student health fee.

**See Paragraph VIII.A. for details regarding HHSA’s annual contributions.

B. Upon County’s issuance of an Option Year Notice and District’s written acceptance of same, the MOU may be extended upon the same terms and conditions for up to one (1) additional twelve (12) month period or portions thereof, as follows:

Option Year/Fiscal Year (OY/FY)	Revised MOU Expiration Date Per OY/FY	Maximum Increase in the Maximum MOU Amount per Option Year	New Total MOU Maximum Amount per Option Year
OY/FY 2024-25	On or before June 30, 2025	Up to \$90,000 increased District Contribution	Up to \$1,260,000
		Up to \$225,000 increased County Contribution	

Any increase in the District contribution amount will be at least matched by the HHSA contribution. In no event shall the term of the MOU extend beyond **June 30, 2025** nor shall the total MOU maximum amount exceed the amount of **ONE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$1,450,000)**, unless otherwise agreed to in writing by the Parties.

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3. **Paragraph VII.A.** to the MOU is hereby amended to read as follows:

A. Directing District collected WCC student health fee funds to the County in the amount of SIXTY THOUSAND DOLLARS (\$60,000) annually for FYs 2020-23 and NINETY THOUSAND DOLLARS (\$90,000) annually for FY 2023-24 and OY/FY 2024-25. This amount may only be augmented based on a negotiated increase of service delivery hours in physical health and behavioral health supports due to emergent and emergency needs and as reflected in an amendment to this MOU.

4. **Paragraph VIII.A.** to the MOU is hereby amended to ready as follows:

A. Act as the fiscal agent and utilize District's contribution and Mental Health Services Act dollars to draw down additional Federal dollars to expand services on WCC campus. County will, at minimum, match the District's annual contribution but may contribute up to the amounts reflected in Section IV above.

5. **Paragraph IX.A.** to the MOU is hereby amended to read as follows:

A. District shall provide payment to the County according to the following schedule:

1. FY 2020-21: \$30,000 due by September 30th and \$30,000 due by February 28th
2. FY 2021-22: \$30,000 due by September 30th and \$30,000 due by February 28th
3. FY 2022-23: \$30,000 due by September 30th and \$30,000 due by February 28th
4. FY 2023-24: \$45,000 due by September 30th and \$45,000 due by February 28th
5. OY/FY 2024-25: \$45,000 due by September 30th and \$45,000 due by February 28th

Payment structure correlates with the collection of WCC's fall and spring student fee. Amount my only be increased based on a negotiated augmentation of service delivery hours in physical health and behavioral health supports due to emergent and emergency needs and as reflected in an amendment to this MOU.

6. **Section XX.** to the MOU is hereby amended to read as follows:

XX. NOTICES

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

District:

Yuba Community College District
2300 E. Gibson Road
Woodland, CA 95776
Attn: Dr. Artemio Pimentel, President

County:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Attn: Nolan Sullivan, Director

B. In lieu of written notice to the above addresses, any party may provide notices using email provided the following email addresses are used:

District:

lbrazil@yccd.edu

County:

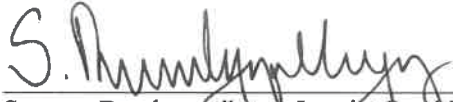
Contracts Unit: HHSAContracts@YoloCounty.org

Contract Administrator: mary.yung@yolocounty.org

- C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
 - D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.
7. Except as specifically amended by this First Amendment, the MOU shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF the Parties have executed this First Amendment as of the day and year last set forth below.

DISTRICT



 Santanu Bandyopadhyay, Interim President
 Woodland Community College

Date: 6/27/2023

COUNTY OF YOLO

 Oscar E. Villegas, Chair
 Board of Supervisors

Date: _____

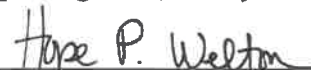
Nolan Sullivan Digitally signed by Nolan Sullivan
Date: 2023.06.28 15:35:29 -07'00'

 Nolan Sullivan, Director
 Health and Human Services Agency

Attest:
 Julie Dachtler, Senior Deputy Clerk
 Board of Supervisors

By: _____
 Deputy (Seal)

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

By: 

 Hope P. Welton, Senior Deputy