

AGREEMENT NO. - 24-09
(Amendment #5 to Agreement No. 20-91)

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

THIS FIFTH AMENDMENT to the June 2, 2020 Agreement with County of Yolo (“County”) is entered into as of the 9th day of December 2024 by and between the Yolo Habitat Conservancy (“the Conservancy”), and County of Yolo (“Consultant”), who agree as follows:

AMENDMENT

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

Scope of Services; Costs. As recited above, the Board of Directors of the Conservancy enters into this MOU to retain the County for services that include those set forth in Section 7.1 (Executive Director) of the Joint Powers Agreement and additional services within the scope of Exhibit A hereto. Consistent with this approach, the County will assign staff and/or contractors to provide the requested services. As of the execution of this MOU, the parties expect this will require the following staff assignments and anticipated costs based on current hourly rates:

2. Exhibit A, Agreement for Services Scope of Work, shall be replaced by the following scope of services:

The County Administrator’s Office (CAO) and/or Department of Community Services (DCS) will be responsible for the general administration and shall serve as the Executive Director of the Yolo County Habitat Conservancy and administer the Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) pursuant to Section 7.1 of the Joint Powers Agreement of the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency under the direction of the Board of Directors. The County may recommend that the Conservancy delegate the Executive Director position and other administrative staff roles to another member agency(s) or contractor(s), and any action to implement such recommendation(s) by the Conservancy shall not require an amendment to this MOU unless necessary to address conflicting duties or for other good cause. In conjunction with the existing Memorandum of Understanding with the Yolo County Department of Financial Services, these two agreements for service will be inclusive of all administrative, legal, human resource, finance, budget, and related administrative functions, as well as all oversight and administration of programmatic functions of HCP/NCCP including permitting, acquisition of easements, and management and monitoring tasks that are consultant staffed.

3. Except as expressly amended herein, the terms and provisions of the Agreement remain in full force and effect.

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

YOLO HABITAT CONSERVANCY

COUNTY OF YOLO

By V. Sulpizio Hull
Verna Sulpizio Hull, Chair
Yolo Habitat Conservancy Board of Directors

By _____
Mary Vixie Sandy, Chair
Yolo County Board of Supervisors

Approved as to Form:

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

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

By _____
Deputy (Seal)

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

By E. May
Eric May, Senior Deputy