

Yolo County Agreement No. 25-_____

FIRST AMENDMENT TO THE JANUARY 4, 2022 MEMORANDUM OF UNDERSTANDING REGARDING THE YOLO BYPASS SALMONID HABITAT RESTORATION AND FISH PASSAGE PROJECT

This First Amendment to the January 4, 2022 Memorandum of Understanding regarding the Yolo Bypass Salmonid Habitat Restoration and Fish Passage Project (“2022 MOU”) is entered into by and between County of Yolo (“Yolo County”) and the California Department of Water Resources (“DWR”) (collectively, the “Parties”):

RECITALS

- A. As set forth in Section 2.C of the 2022 MOU, to support implementation of the Big Notch Project and the achievement of certain goals and objectives described therein, DWR agreed to fund a County staff position for 20 years and advanced two years of funding for that purpose on or about May 24, 2022; and
- B. Consistent with a separate Memorandum of Understanding executed by the Parties shortly prior to execution of this First Amendment, the Parties would like to amend the 2022 MOU to revise its terms on the timing of additional DWR funding contributions for the County staff position;

NOW THEREFORE, in exchange for the consideration set forth herein, the sufficiency of which each Party acknowledges, the Parties agree as follows:

AGREEMENT

- 1. Subsections a-d of Section 2.C.I of the 2022 MOU are hereby revised to read in full as follows:
 - a. After the Effective Date, DWR will promptly take all necessary steps to timely issue and transmit \$400,000 to the County to fund two (2) years of the County position. The date of this payment is hereby fixed as May 24, 2022 for purposes of administering this Section 2.C and shall be hereinafter referred to as the “Payment Anniversary Date.”
 - b. No later than November 30, 2025, DWR will issue and transmit an additional \$400,000 to the County to fund the County position for the period of May 24, 2024 through May 23, 2026. The obligation to annually fund the remaining 16 years of the 20-year funding commitment for this position will arise upon the fifth Payment Anniversary Date (May 24, 2026), and each annual payment shall be subject to CPI adjustments as set forth in subsection d, below.

Each annual payment shall be made to the County within 30 days of the Payment Anniversary Date.

- c. At DWR’s discretion, the 18-year funding obligation set forth in paragraph 2.C.I. may be paid in a single lump sum payment amortized to net present value. The net present

value calculation shall utilize the CPI set forth below and other values and methodology determined collaboratively by DWR and the County’s Director of Financial Services (or designee).

d. CPI adjustments shall be calculated by reference to the date on which all pre-requisites for Project implementation and operation are complete, including but not limited to construction of the Fremont Weir modification, as described in the Final EIR/EIS, issuance of all necessary permits from other state and federal governmental entities, and acquisition of all easements and other property rights necessary to operate the Project (“Project Completion Date”). The CPI used for annual adjustments to the \$200,000 per annum funding obligation shall be the San Francisco-Oakland-Hayward Consumers Price Index (CPI), measured within 30 days or as close as feasible to each anniversary of the Project Completion Date. The CPI for the most recent quarter prior to the Project Completion Date shall be the base period.

The first annual payment to the County following the Project Completion Date shall include a “true up” for any quarter(s) in between the Project Completion Date and the Payment Anniversary Date (for example, if the Project Completion Date is November 1, 2025 the next annual payment will include a one-time additional sum that reflects the application of a CPI adjustment to the period between November 1, 2025 and May 24, 2026). If DWR makes a lump sum payment pursuant to subparagraph 2.C.I.c, it will use the prior 20-year average rate of return realized by the County on the investment of its idle funds for purposes of amortizing the 18-year funding obligation to a net present value.

- 2. Except as expressly set forth above, nothing in this First Amendment amends or otherwise modifies any provision of the 2022 MOU, which shall remain in full force and effect.

COUNTY OF YOLO

CALIFORNIA DEPARTMENT OF WATER RESOURCES

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

By: _____
Name: James Newcomb
Title: Deputy Director – Natural Infrastructure & Ecosystem Resilience

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

Approved as to Form:

By _____
Deputy (Seal)

By: _____
Name: Robin Brewer
Title: Assistant General Counsel

APPROVED AS TO FORM:

By: _____
Philip J. Pogledich, County Counsel