

**FIRST AMENDED AND RESTATED JOINT POWERS AGREEMENT
OF THE YOLO COUNTY HABITAT/NATURAL COMMUNITY
CONSERVATION PLAN JOINT POWERS AGENCY**

This First Amended and Restated Joint Powers Agreement (“Agreement”) is made by and between THE COUNTY OF YOLO, THE CITY OF DAVIS, THE CITY OF WEST SACRAMENTO, THE CITY OF WINTERS, and THE CITY OF WOODLAND (collectively, the “Member Agencies” or the “Parties”), and is entered into and effective as of June 1, 2018.

RECITALS

WHEREAS, each of the Parties is a public agency authorized and empowered to contract for the joint exercise of powers under California Government Code Sections 6500, *et seq.* (the “Joint Exercise of Powers Act”);

WHEREAS, the Parties previously entered into a Joint Powers Agreement on or about July 24, 2002 (the “Original Agreement”) for the purpose of creating the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency (known informally and referred to hereinafter as the “Yolo Habitat Conservancy” or “Conservancy”);

WHEREAS, as contemplated in the Original Agreement, the Conservancy has assisted in implementing the *Agreement Regarding Mitigation Impacts to Swainson’s Hawk Foraging Habitat in Yolo County* (the “Mitigation Agreement”) and the fulfillment of certain related mitigation needs, and it has also undertaken various actions necessary to complete the Yolo Habitat Conservation and Natural Community Conservation Plan (the “Yolo HCP/NCCP” or “Plan”);

WHEREAS, the purposes of the Yolo HCP/NCCP include the long-term protection of ecosystems and biodiversity within the geographic area covered by the Plan (the “Plan Area,” consisting primarily of Yolo County), and the provision of incidental take authorization pursuant to the Federal Endangered Species Act and the California Natural Community Conservation Planning Act for certain covered activities, including local land use and public agency infrastructure activities;

WHEREAS, the Yolo HCP/NCCP and that certain agreement entitled *Implementing Agreement for the Yolo Habitat Conservation Plan/Natural Community Conservation Plan* (the “Implementing Agreement”) identify certain duties and obligations that must be fulfilled, in whole or part, by an implementing entity (the “Implementing Entity”), and the Parties have a common interest in vesting the Conservancy with the authority and responsibility to act in such capacity with regard to Plan implementation; and

WHEREAS, consistent with the foregoing, the Parties now desire to amend and completely restate the Original Agreement as a means of affirming the Conservancy’s role as the local agency responsible for Yolo HCP/NCCP implementation and to ensure that it has adequate legal authority to carry out the duties of the Implementing Entity, including but not limited to the adoption of mitigation fees for development projects within the Plan Area;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, the Parties hereby agree as follows:

AGREEMENT

1. Creation of Habitat JPA. Pursuant to California law, as recited above, the Original Agreement created a joint powers agency separate from the Member Agencies named the Yolo County Natural Community Conservation Plan Joint Powers Agency, and now referred to as the Yolo Habitat Conservancy. The Conservancy was formed, and shall continue to exist and operate in accordance with, this Agreement and the Joint Exercise of Powers Act.

Within 30 days of the effective date of this Agreement or any amendment hereto, the Executive Director of the Conservancy shall cause a notice of this Agreement (or amendment) to be prepared and filed with the office of the Secretary of the State in the manner described in Government Code § 6503.5.

2. Purpose. Under the Original Agreement, the purpose of the Conservancy was to (a) implement the Mitigation Agreement; and (b) complete and thereafter implement the Yolo HCP/NCCP upon its approval by the United States Fish & Wildlife Service (“USFWS”) and the California Department of Fish and Wildlife (“CDFW”). In connection with Plan implementation, the Conservancy shall fulfill the duties and obligations of the Implementing Entity in accordance with the Yolo HCP/NCCP and the Implementing Agreement, including but not limited to the following activities:

2.1 To adopt, modify, manage and expend fees collected or (in the case of public entity projects) paid by the Parties for purposes of implementing the Yolo HCP/NCCP;

2.2 To oversee, monitor, and report on implementation of the Yolo HCP/NCCP;

2.3 To acquire conservation easements and other interests in land for the establishment and management of a reserve system in accordance with the Yolo HCP/NCCP, and to secure all funding needed for those purposes;

2.4 To provide public information and outreach regarding the Yolo HCP/NCCP and, if authorized by the Conservancy’s governing board, to perform the same activities for Yolo County Regional Conservation Investment Strategy/Local Conservation Plan (“RCIS/LCP”) if it is approved by CDFW following completion of an ongoing planning process;

2.5 To apply for, negotiate, and hold any necessary local, state or federal permits in connection with activities to implement the Yolo HCP/NCCP; and

2.6 To undertake all the actions described herein, including all actions necessary or convenient to the role of the Implementing Entity.

These purposes may be enlarged or expanded only if the governing body of each Member Agency agrees by majority vote.

3. Powers. Except for the power of eminent domain, the Conservancy shall have all of the powers granted to joint powers authorities in Articles 1, 2, and 4 of the Joint Exercise of Powers Act, and all of the additional rights and powers that are common to the Member Agencies, express or implied, that are necessary or convenient for the exercise of its organizational purposes (as set forth in Section 2, above). Without limiting the generality of the foregoing, the Conservancy is authorized, in its own name, to do any or all of the following:

3.1 To make and enter into contracts;

3.2 To employ personnel, agents, consultants, and attorneys, and contract with Member Agencies for the use of employees of the Member Agencies on mutually agreeable terms and conditions;

3.3 To acquire property and any interest in property, both real and personal, by purchase, gift, lease, option, grant, bequest, devise or otherwise, but not by eminent domain, and to hold and dispose of such property;

3.4 To implement the Yolo HCP/NCCP, including but not limited to performing all activities in the Implementing Agreement that are the responsibility of the Implementing Entity;

3.5 To adopt and modify fees, and to receive, collect, and disburse funds;

3.6 To incur and pay debts, liabilities, and obligations;

3.7 To sue and be sued in its own name, including without limitation, to file or intervene in lawsuits that pertain to the implementation of the Yolo HCP/NCCP;

3.8 To apply for, receive, and perform all activities necessary to duly carry out the terms of grants, contributions, and donations of property, funds, and services from governmental and private entities and to participate in State bond issues; and

3.9 To borrow or receive advances of funds from the Member Agencies or from such other sources as may be permitted by law.

Pursuant to Government Code § 6509, these powers shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the County of Yolo. The Conservancy shall continue to exercise the powers herein conferred upon it until the termination of this Agreement.

4. Board of Directors. This Agreement and the Conservancy shall be administered by a governing body that shall be known as the “Board of Directors of the Yolo Habitat Conservancy” (the “Board”).

4.1 The Board shall be composed of two members of the Yolo County Board of Supervisors and one member of each of the City Councils of the City of Davis, the City of West Sacramento, the City of Winters and the City of Woodland. Each Member Agency shall also appoint an alternate for each of its representatives on the Board, who shall also be an elected member of the Member Agency's governing board. Board representatives and their alternates shall serve at the pleasure of their appointing bodies. In the absence of the regular representative of a Member Agency, the alternate representative of such Agency shall, if present, participate in a meeting of the Board the same as if the alternate were the regular representative.

All appointments existing as of the effective date of this Agreement shall continue in effect until any change in appointments occurs pursuant to this Section, in the sole discretion of each Member Agency. Each appointee will serve for so long as he or she continues to hold an elected seat on the governing body of the appointing Member Agency, subject to the authority of a Member Agency to replace the appointee by appointing another member of its governing body to the Board at any time.

4.2 The University of California, Davis ("UC Davis") may appoint a person to serve as a nonvoting, ex officio member of the Board. Upon the formal request of UC Davis, and subject to concurrence of a majority of the governing body of each Member Agency, UC Davis may join the Board as a regular voting member.

4.3 The Board shall make all decisions relating to the governance and administration of the Conservancy, except with regard to matters within the scope of authority of the Executive Director or other authorized individuals. The Board may delegate its authority subject to limits in California law, including but not limited to the Joint Exercise of Powers Act, except with regard to the following matters, which shall be within the sole and exclusive authority of the Board:

4.3.1 The duty to adopt and modify mitigation fees;

4.3.2 The approval of the Conservancy's annual budget, and any subsequent amendment thereof;

4.3.3 The appointment, reappointment, or termination (or non-renewal, if a contract term applies) of the Executive Director and the hiring/procurement of other Conservancy personnel;

4.3.4 The acquisition, lease, sale, or other disposition of real property;

4.3.5 Authorizing the execution of grant agreements or agreements covering other funding; and

4.3.6 Authorizing the expenditure of Swainson's hawk mitigation fees collected prior to approval of the Yolo HCP/NCCP, which shall be used for the sole purpose of acquiring, monitoring, managing and enhancing habitat conservation land in Yolo County for the benefit of the Swainson's hawk (and if

incidental to the benefits afforded the Swainson's hawk, for other covered species).

4.4 Board representatives and their alternates' compensation, if any, and expenses for attendance at Board meetings shall be borne by the Member Agency appointing such Board representative or alternate. All other expenses, including expenses incurred on behalf of the Conservancy, shall be borne by the Conservancy.

5. Meetings of the Board of Directors.

5.1 Regular Meetings. The Board shall provide for the dates, hour, and place of its regular meetings by the annual adoption of a meeting calendar, and a copy of such calendar shall be furnished to each Member Agency. As may be necessary to accommodate schedule conflicts of for any other reason, the Board may modify the date of any future regular meeting by majority vote.

5.2 Ralph M. Brown Act. All meetings of the Board, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*).

5.3 Minutes. The Conservancy shall cause to be kept minutes of all meetings of the Board, shall cause the minutes of all meetings to be ratified by the Board, and shall cause a copy of the ratified minutes to be forwarded to each member of the Board and to each of the Member Agencies.

5.4 Voting and Quorum. Each director shall have one vote. Representation at meetings of at least a majority (four) of the voting members of the Board constitutes a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative vote of at least four members of the Board shall be required to take any action.

6. Officers.

6.1 Chair, Vice-Chair, and Secretary. The Board shall annually elect its own officers, which shall include a Chair and Vice-Chair. The Chair and Vice Chair shall have the duties assigned by the Board and those additional duties, if any, set forth in Bylaws adopted by the Board.

The Board shall also designate a Secretary of the Conservancy, which may be a Conservancy employee, consultant, or volunteer. The Secretary shall maintain minutes of Board meetings, as provided in Section 5.3, above, and shall serve as the keeper of records for the Conservancy. The Secretary may be referred to and act in the capacity of the Clerk of the Board.

6.2 Treasurer. The Treasurer of the County of Yolo shall serve as the Treasurer of the Conservancy until such time as the Board may appoint a replacement.

Subject to the applicable provisions of any indenture or duly adopted Board resolution providing for another qualified trustee or fiscal agent, the Treasurer is designated as the depository of the Agency to have custody of the money of the agency, from whatever source. All funds of the Conservancy shall be held in separate accounts in the name of the Conservancy and not commingled with funds of any Member Agency or any other person or entity. The Treasurer shall perform the duties specified in Government Code §§6505 and 6505.5.

6.3. Controller. The Controller of the Conservancy shall be the Controller of the County of Yolo until such time as the Board may appoint a replacement. The Controller shall perform the duties specified in Government Code §§ 6505.5 and 6505.6.

6.4 Cost Reimbursement. The Treasurer and Controller may charge the Conservancy a fee that does not exceed the actual and reasonable direct and indirect costs for performing services on the Conservancy's behalf.

6.5 Accounting. Full books and accounts shall be maintained for the Conservancy in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. The books and records of the Conservancy shall be open to inspection by the Member Agencies at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

6.6 Audits and Reports. The fiscal year of the Conservancy shall be from July 1 through the following June 30. A qualified firm, serving in the capacity of auditor, shall audit the records and the accounts of the Conservancy annually in accordance with the provisions of Government Code § 6505. Copies of such audit reports shall be filed with the State Controller and each Member Agency within six months of the end of the Fiscal Year under examination.

6.7 Official Bond. The public officer, officers or persons who have charge of, handle, or have access to any property of the Conservancy shall file an official bond in an amount to be fixed by the Board.

7. Conservancy Staffing.

7.1 Executive Director. The Executive Director shall serve as the Conservancy's administrative officer and shall be responsible for the following:

7.1.1 Overseeing the Conservancy's day-to-day activities and managing all agency staff and consultants;

7.1.2 Ensuring that the Conservancy operates within the annual budget approved by the Board, and not approving any expenditures that are not authorized by, or would exceed, the annual budget;

7.1.3 Preparing reports and recommendations for consideration by the

Board and any committees established to support performance of the functions described in this Agreement;

7.1.4 Applying for and otherwise pursuing grants and other funding opportunities (subject to the Board's exclusive authority to approve the execution of grant or funding agreements);

7.1.5 Reviewing and approving Authorized Take coverage to Participating Special Entities and any other authorized Third Party Participants, as those terms are defined in the Implementing Agreement; and

7.1.6 Any other duties or activities delegated to the Executive Director or duly requested by the Board.

The Executive Director, whether serving as a Conservancy employee or as a consultant under contract, is designated a public officer or person who has charge of, handles, or has access to any property of the Conservancy, and the Executive Director shall file an official bond in the amount necessary as required by Government Code § 6505.1.

7.2 Other Staff/Administration. Based upon the recommendation of the Executive Director, the Board shall determine how and whether to hire or contract for additional staff and other services necessary to fulfill the Conservancy's purposes. All such decisions shall be consistent with the annual budget adopted by the Board, as may be amended from time to time. Factors to be considered in making these determinations include but are not limited to cost-effectiveness, efficiency, and qualifications/capability.

7.3 Personnel/Services/Equipment Supplied by Member Agencies. If the Board determines that having one or more of the Member Agencies supply personnel, services, or equipment to the Conservancy is in the Conservancy's best interests, then the Conservancy may contract with one or more Member Agencies for such purpose.

7.3.1 Compensation for such personnel, services or equipment may consist of cash payments, credits against the Member Agency's payments for the impacts of its own infrastructure and other development activities, or any other form of compensation agreed upon by the Conservancy and the contracting Member Agency.

7.3.2 To the extent that Member Agencies make personnel available to the Conservancy as contemplated under the provisions of this Section 7.3, the parties acknowledge and agree that at all times such personnel shall remain under the exclusive control of the Member Agency supplying such personnel. The Conservancy shall not have any right to control the manner or means in which such personnel perform services. Rather, the Member Agency supplying personnel shall have the sole and exclusive authority to do the following:

- (i) Make decisions regarding the hiring, retention, discipline or

termination of personnel. The Conservancy will have no discretion over these functions.

(ii) Determine the wages to be paid to personnel, including any pay increases. These amounts shall be determined in accordance with the Member Agency's published publicly available pay schedule, if any, and shall be subject to changes thereto approved by its governing body.

(iii) Set the benefits of its personnel, including health and welfare benefits, retirement benefits and leave accruals in accordance with the Member Agency's policies.

(iv) Evaluate the performance of its personnel through performance evaluations performed by a management level employee that reports directly to a representative of the Member Agency or its governing body.

(v) Perform all other functions related to the service, compensation or benefits of any of personnel assigned to perform services on behalf of the Conservancy.

7.4 Employee Retirement and Post-retirement benefits. Should the Board determine to provide a defined benefits retirement benefit to Conservancy employees (such as PERS) or other post-retirement benefits that would be within an Other Post-Retirement Benefits (OPEB) obligation to Conservancy employees, prior to providing such benefit(s) to any employee, the Board shall (1) obtain a third party independent actuarial report on the long term costs of the benefit or benefits, (2) adopt a funding plan for the payment of both current and long-term costs that provides for the payment of all such costs on a current, pay-as-you-go, basis and eliminates any known or reasonably anticipated unfunded liability associated with the benefit(s) and (3) notice all member agencies of the pending consideration of the benefit(s) together with the actuarial report and funding plan, for at least sixty (60) days and obtain the unanimous consent, by resolution, of all the voting members of the Board present and voting on the resolution.

8. Mitigation Fee Collection and Disbursement. Consistent with Section 2.1, above, the Member Agencies agree to transfer to the Conservancy all sums collected for private land use and development activities within their respective jurisdictions on at least a quarterly basis, or more frequently if reasonably requested by the Conservancy. Fees payable for projects undertaken by a Member Agency (e.g., public infrastructure projects) shall also be provided to the Conservancy with each quarterly payment of private development fees transferred under this provision.

Pursuant to the Mitigation Fee Act, the Conservancy shall hold revenues from these fees in a separate, interest-bearing account until disbursement or expenditure for the purpose for which they were collected. The Conservancy shall use fee revenues only for the purposes for which they were imposed, and for no other purpose. The Conservancy is strictly accountable for all revenue from the fees that is transmitted to the Conservancy. The Conservancy shall be

solely responsible for full compliance with applicable requirements of the Mitigation Fee Act as they pertain to revenue from fees that have been disbursed to the Conservancy, including but not limited to requirements related to expenditures, management, accounting and reporting.

9. Contributions and Advances. With the Board's approval, any Member Agency may contribute or advance public funds, personnel, equipment or property to the Conservancy for any of the purposes of this Agreement. Any such advance shall be made subject to repayment, and shall be repaid in the manner agreed upon by the Conservancy and the Member Agency making the advance. No Member Agency has any obligation to make advances or contributions to the Conservancy for any reason, although any Member Agency may choose to do so.

10. Withdrawal; Dissolution.

10.1 Withdrawal. Any Member Agency may withdraw from the Conservancy by giving the Board and the governing body of each other Member Agency at least sixty (60) days written notice of its withdrawal. Upon withdrawal of any Member Agency from the Conservancy, the withdrawing member shall not receive any distribution, partial or otherwise, of cash or other assets of the Conservancy. The withdrawal of any Member Agency shall not affect the validity or enforceability of this Agreement or the Yolo HCP/NCCP as they relate to the remaining Member Agencies and land within the jurisdiction of the remaining Member Agencies

10.2 Dissolution. This Agreement may be terminated and the Conservancy dissolved at any time by written consent of a majority of the Member Agencies evidenced by certified copies of resolutions of their governing boards. Any such dissolution shall be effective at the end of the fiscal year in which the action was taken.

10.2.1 Non-Reserve System Funds and Assets. Upon dissolution or termination, the assets of the Conservancy may be distributed in kind or assets may be sold and the proceeds thereof distributed to the Member Agencies at the time of dissolution or termination; provided, however, that any distribution of assets shall be subject to the prior discharge of enforceable liability incurred by the Conservancy. Subject to the foregoing, upon dissolution or termination of the Conservancy, each member shall receive its proportionate share of the assets of the Conservancy as the same appear on the books of the Conservancy. Each member's proportionate share shall be based upon such member's contributions to the Conservancy.

10.2.2 Reserve System Funds and Assets. Upon dissolution or termination, conservation easements and lands in fee title held by the Conservancy, as well as any remaining fee revenues and endowment funding dedicated to the monitoring, management, and/or enforcement of conservation easements and similar restrictions shall be either (a) allocated to the Member Agencies in a manner to be determined by unanimous consent by the governing bodies thereof, or (b) transferred to one or more other public agencies or non-profits in a manner to be determined by the unanimous consent of the Member

Agency governing bodies. All such distributions of funds and assets shall conform with applicable requirements of California law and any requirements in the Implementing Agreement or other authorities.

11. Liability and Indemnification.

11.1 The debts, liabilities and obligations of the Conservancy shall be the debts, liabilities and obligations of the Conservancy alone, and not of the Member Agencies.

11.2 The Conservancy shall hold harmless, defend and indemnify the Member Agencies and their officers, employees and agents, and members of the Conservancy Board, from and against any and all liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of the activities of the Conservancy or its Board, officers, employees or agents under this Agreement. These indemnification obligations shall continue beyond the termination of this Agreement as to any acts or omissions occurring before or under this Agreement.

12. Miscellaneous Provisions.

12.1 Amendments. This Agreement may be amended from time to time by an agreement in writing approved by the governing body of each Member Agency.

12.2 Notice. Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery to the addresses or facsimile numbers of the principal administrative office of each Member Agency.

12.3 Counterparts. This Agreement may be executed by the Member Agencies in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

12.4 Choice of Law. This Agreement shall be governed by the laws of the State of California.

12.5 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement is held to be unlawful, invalid or unenforceable, it is hereby agreed by the Member Agencies that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

12.6 Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Member Agencies to this Agreement.

12.7 Construction and Interpretation. This Agreement has been arrived at through negotiation and each Member Agency has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting party does not apply.

IN WITNESS WHEREOF, the Member Agencies have executed this Agreement on the date first set forth above.

City of Davis

By: [Signature], Mayor

ATTEST:

By: [Signature]
Zoe Mirabile, City Clerk

APPROVED AS TO FORM:

By: [Signature]
Harriet Steiner, City Attorney

City of West Sacramento

By: _____, Mayor

ATTEST:

By: _____
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

City of Winters

By: _____, Mayor

ATTEST:

By: _____
Nanci G. Mills, City Clerk

APPROVED AS TO FORM:

By: _____
Ethan Walsh, City Attorney

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By: _____
Zoe Mirabile, City Clerk

APPROVED AS TO FORM:

By: _____
Harriet Steiner, City Attorney

City of West Sacramento

ATTEST:

By:  _____
_____, Mayor

By:  _____
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

By:  _____
Jeffrey Mitchell, City Attorney

City of Winters

ATTEST:

By: _____
_____, Mayor

By: _____
Nanci G. Mills, City Clerk

APPROVED AS TO FORM:

By: _____
Ethan Walsh, City Attorney

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By: _____
Zoe Mirabile, City Clerk

APPROVED AS TO FORM:

By: _____
Harriet Steiner, City Attorney

City of West Sacramento

ATTEST:

By: _____
_____, Mayor

By: _____
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

City of Winters

ATTEST:

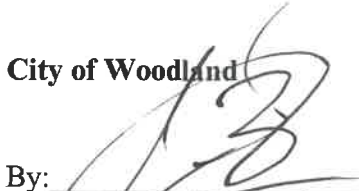
By: Wade Cowan
Wade Cowan, Mayor

By: Nanci G. Mills
Nanci G. Mills, City Clerk

APPROVED AS TO FORM:

By: Ethan Walsh
Ethan Walsh, City Attorney

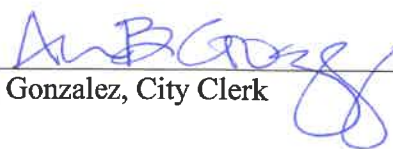
City of Woodland

By: 
Enrique Fernandez Mayor

APPROVED AS TO FORM:

By: 
Kara Ueda, City Attorney

ATTEST:

By: 
Ana Gonzalez, City Clerk

County of Yolo

By: _____
Oscar Villegas, Chair
Yolo County Board of Supervisors

APPROVED AS TO FORM:

By: _____
Philip J. Pogledich, County Counsel

ATTEST:

By: _____
Julie Dachtler, Deputy Clerk

City of Woodland

ATTEST:

By: _____
_____, Mayor

By: _____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

By: _____
Kara Ueda, City Attorney

County of Yolo

ATTEST:

By: Oscar E. Villegas
Oscar Villegas, Chair
Yolo County Board of Supervisors

By: Julie Dachtler
Julie Dachtler, Deputy Clerk



APPROVED AS TO FORM:

By: Eric May
Eric May, Senior Deputy County Counsel