

JUN 12 2018

BY Julie Rachte
DEPUTY CLERK OF THE BOARD

YOLO COUNTY AGREEMENT NO. 18-02

(First Amendment to Agreement No. 7676-2018 with Specialized Utility Services Program, Inc., relating to Operation and Maintenance Services for the Wastewater Recycling and Water Supply & Distribution Facilities for the Wild Wings County Service Area, to increase the Maximum Compensation)

THIS FIRST AMENDMENT TO AGREEMENT NO. 7676-2018 ("First Amendment") is made and entered into as of this 5th day of June, 2018, by and between the County of Yolo, a political subdivision of the State of California ("County"), and Specialized Utility Services Program, Inc., a California corporation ("Contractor"), who agree as follows.

WHEREAS, on or about March 7, 2018, the parties entered into Yolo County Agreement No. 7676-2018 ("Agreement") for Contractor to provide Operation and Maintenance Services for the Wastewater Recycling and Water Supply & Distribution Facilities for the Wild Wings County Service Area to the County; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum compensation for reimbursable expenses.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Paragraph **III.A** of the Agreement is amended to read as follows:

A. For the services described in Section I above, and subject to the condition that the services have been completed in a manner satisfactory to the Administrator, County shall compensate Operator at the following flat monthly rate:

Monthly Fee: 26,350

If the first or last month of service is not inclusive of a full calendar month, compensation for the partial month shall be prorated at \$850 per day in lieu of the Monthly Fee.

Notwithstanding any other provision of this Agreement, the maximum amount of compensation payable to Operator for the services required by this Agreement shall not exceed One Hundred Thirty Thousand (\$130,000) dollars, as set forth below:

Monthly fees:	\$79,050
Maximum reimbursables:	<u>\$50,950</u>
Maximum:	\$130,000

In the determination of hourly fees, time allotments shall be calculated to the one-tenth of an hour.

2. Except as specifically amended in this First Amendment, 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 day and year first written above.

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8105 8.1.02

CONTRACTOR:

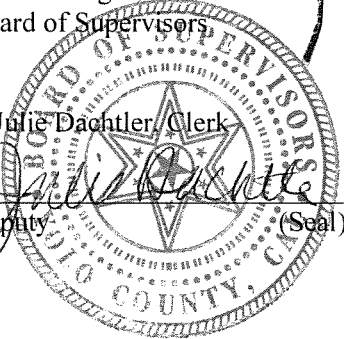
By: *Dan DeMoss*
Dan DeMoss
Executive Director

COUNTY:

By: *Oscar Villegas*
Oscar Villegas, Chair
Board of Supervisors

Attest: Julie Dachtler, Clerk

By: *Julie Dachtler*
Deputy (Seal)



Approved as to Form
Philip J Pogledich, County Counsel

By: *Carrie Scarlata*
Carrie Scarlata
Assistant County Counsel