

**YOLO COUNTY AGREEMENT NO. \_\_\_\_\_**

(Second Amendment to Agreement No. 7676-2018-WATER/WASTEWATER OPS 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 SECOND AMENDMENT TO AGREEMENT NO. 7676-2018-WATER/WASTEWATER OPS (“Second Amendment”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 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 and distribution facilities for the Wild Wings County Service Area; and

**WHEREAS**, on or about June 5, 2018, the parties amended Yolo County Agreement No. 7676-2018 to increase the maximum compensation “First Amendment”, and together with Yolo County Agreement No. 7676-2018, the “Agreement”); and,

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

**NOW, THEREFORE, IT IS HEREBY AGREED 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 Fifty Thousand (\$150,000) dollars, as set forth below:

Monthly fee: 4 months at \$26,350	\$79,050
Maximum reimbursables:	<u>\$70,950</u>
Maximum:	\$150,000

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 Second Amendment, the Agreement shall remain in full force and effect according to its terms.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment as of the day and year first written

above.

**CONTRACTOR:**

**COUNTY:**

By: \_\_\_\_\_  
Dan DeMoss  
Executive Director

By: \_\_\_\_\_  
Oscar Villegas, Chair  
Board of Supervisors

Attest: Julie Dachtler, Clerk

By: \_\_\_\_\_  
Deputy (Seal)

Approved as to Form  
Philip J Pogledich, County Counsel

By:  \_\_\_\_\_  
Carrie Scarlata  
Assistant County Counsel