

AMENDMENT NO. 1 TO THE AGREEMENT DATED MAY 23, 2017, BETWEEN THE COUNTY OF LAKE AND CLEAN LAKE INC. FOR THE AQUATIC VEGETATION MANAGEMENT PROGRAM

This Amendment No. 1, is made this ____ day of _____, 2018, by and between the COUNTY of Lake, a political subdivision of the State of California, hereinafter referred to as "County", and. and Clean Lake Inc., hereinafter "Contractor".

RECITALS

WHEREAS, on May 23, 2017, the parties hereto entered into an Agreement to implement an aquatic plant management plan including, but not limited to, aquatic plant monitoring, application of herbicidal treatment in select areas of Clear Lake, related data collection and reporting; and

WHEREAS, the TERM of the Agreement ends on May 22, 2019 and the parties now desire to amend that Agreement to extend the TERM through June 30, 2019 and provide additional compensation therefore.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Paragraph 2 entitled "TERM" is hereby amended to reflect a termination date of June 30, 2019.
2. Paragraph 3 entitled "COMPENSATION" is hereby amended to read as follows:

"Contractor has been selected by County to provide the services described hereunder in Exhibit "A" (Scope of Services), attached hereto. Compensation to Contractor shall be in accordance with the following payment schedule and shall not exceed the limits therein established;

For the County fiscal year ending June 30, 2017, compensation not to exceed \$234,668.00.
For the County fiscal year ending June 30, 2018, compensation not to exceed \$206,000.00.
For the County fiscal year ending June 30, 2019, compensation not to exceed \$191,000.00.
The County shall compensate for services rendered, in accordance with the provisions set forth in Exhibit "B" (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this Agreement. Compensation to Contractor is contingent upon appropriation of federal, State and County funds."

Except as specifically modified herein, all other Terms and Conditions of that Contract dated May 23, 2017, shall remain in full force and effect.

Executed at Lakeport, California, on the day and year first written above.

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COUNTY OF LAKE

CONTRACTOR

CHAIR, Board of Supervisors



Clean Lakes, Inc.

ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By:  _____