

TUOLUMNE CITY SANITARY DISTRICT  
AGREEMENT FOR CONSULTING SERVICES  
AMENDMENT NUMBER 1

RECITALS

WHEREAS, Tuolumne City Sanitary District, a California Special District, (hereinafter referred to as “District”) and David J. Andres doing business as IMS Consulting (hereinafter referred to as “Consultant”) entered into an agreement effective February 3, 2016; and

WHEREAS, District has now hired a new contract General Manager effective March 11, 2024; and

WHEREAS, District wishes to provide additional assistance to the new General Manager during the transition period and to allow Consultant to complete certain activities initiated under the above referenced agreement; and

WHEREAS, District and Consultant wish to modify said agreement and provide a termination date for the services provided.

NOW, THEREFORE, in consideration of the following mutual promises, the foregoing recitals, and the covenants, conditions and agreements contained herein, the parties agree as follows:

1.) Effective March 11, 2024 Paragraph 1 and Exhibit A of this agreement are deleted in its entirety and replaced with the following language:

**“1. Scope of Work.** Consultant shall perform work at the direction of the General Manager and Board of Directors at an hourly rate of ninety-five dollars (\$95.00) per hour. Such work shall consist of such activities as (a) providing transition assistance to the General Manager by offering information on the status of District’s current activities; (b) providing introductions to various personnel, regulators, consultants, and outside agency personnel; (c) performing work associated with easements and maintenance agreements, Tuolumne County Local Agency Formation Commission applications for annexations and associated tax sharing agreements; (d.) development of a State Revolving Fund (SRF) *Fiscal Sustainability Plan*; and (e.) other issues and activities as may be assigned.”

“Consultant shall (a) provide all labor, equipment, material, supplies, advice, consultation, analysis, administration, and preparation of policies, procedures and documents required or necessary to properly, competently

and completely perform the Work; (b) determine the method, details and means of doing the Work; and (c) perform the Work in a manner commensurate with the highest professional standards of qualified and experienced personnel in Consultant's field."

2.) Effective March 11, 2024 Section 3. *Term* shall be modified to add Section 3. F. as follows:

"F. Unless earlier terminated under the provisions of this section 3, this agreement shall terminate effective October 31, 2024."

3.) All other provisions of this agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the Tuolumne City Sanitary District has caused this Agreement to be signed and executed on its behalf by its Board President, and duly attested by its District Board Clerk, and Consultant has signed and executed this amendment No. 1, the day and year signed below.

Executed on February 7, 2024 in the County of Tuolumne.

TUOLUMNE CITY SANITARY DISTRICT

CONSULTANT

By: \_\_\_\_\_  
John Feriani,  
Board President

By: \_\_\_\_\_  
David J. Andres, Owner  
IMS Consulting

Date: February 7, 2024

Date: February 7, 2024

ATTEST:

By: \_\_\_\_\_  
Brenda Bonillo,  
Office Manager / District Secretary