

**FIRST AMENDMENT
 (BOS AGREEMENT NO. ____ - ____)**

This First Amendment to Agreement No. 22-36 (SE 22-6), otherwise known as Infor 11 Contract No. 1560 (“First Amendment”), is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Empower Yolo, Inc. (“Worksite”), jointly referred to as “the Parties” herein.

WHEREAS, on or about February 22, 2022, the Parties entered into Agreement No. 22-36 (“Agreement”); and

WHEREAS, on or about May 10, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about April 28, 2023, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

WHEREAS, the Parties would now like to amend the Agreement to:

1. Revise **Section 3**. to reflect the current term and increase funding by \$28,500 for Fiscal Year 2023-24 for a new contract maximum of \$78,000; and
2. Revise **Section 4**. to reflect current term of the Agreement and remove optional extensions.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Section 3**. of the Agreement is hereby amended to read as follows:

3. MAXIMUM COST TO THE COUNTY

In no event will the cost to the County for services provided under this Agreement exceed the maximum amount of **\$45,000**, including gross wages, overhead and administration costs, which include direct non-salary expenses and Workers’ Compensation costs. Of that maximum amount payable, overhead and administration costs may not exceed **\$4,500**. The amount of this Agreement may be reviewed increased with the written consent of County if placements warrant it.

Fiscal Year 2021-22 Effective Date through June 30, 2022	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	Total
\$16,500	\$16,500	\$45,000	\$78,000

2. **Section 4**. of the Agreement is hereby amended to read as follows:

4. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and shall terminate on **June 30, 2024**. Certificate(s) of Insurance must be current as of the Effective Date and, if scheduled to lapse prior to termination date, must

be updated before final payment will be made to Worksite. The final invoice must be submitted within 30 days of completion of the stated scope of services or expiration of this Agreement, whichever is sooner.

3. Except as specifically amended by this First Amendment, the Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year last set forth below.

WORKSITE

COUNTY OF YOLO

Lynnette Irlmeier, Executive Director
Empower Yolo, Inc.

Lucas Frerichs, Chair
Board of Supervisors

Date: _____

Date: _____

Nolan Sullivan, Director
Health and Human Services Agency

Attest: Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy