


AGENDA ITEM 6H

To: Jim Provenza
and Members of the Board of Directors

From: Mat Ehrhardt, P.E., Executive Director/APCO 

Date: January 12, 2022

Subject: Approve First Amendment to Agreement No. 16-35 with Tee Janitorial

Recommended Action

Approve and authorize the APCO to sign the First Amendment to Agreement No. 16-35 with Tee Janitorial for janitorial and maintenance services.

Reason for Recommended Action

Board approval is required on agreements \$10,000 or greater.

Background

The District issued a Request for Proposal (RFP) in October 2016 and entered into Agreement 16-35 with Tee Janitorial to perform janitorial and maintenance services. A provision within the contract allows for a five-year extension. This First Amendment to this contract will extend the services for an additional twelve months.

Budget Impact

This is a budgeted line item, and the District has sufficient funds available.

Other Agency Involvement

District Counsel has approved to form.

Attachment: First Amendment to Agreement No. 16-35

AGREEMENT NO. 22-01
First Amendment to Agreement No. 16-35

THIS FIRST AMENDMENT ("First Amendment") is made effective January 12, 2022, by and between the Yolo-Solano Air Quality Management District, a public agency of the State of California ("DISTRICT"), and Tee Janitorial Service and Maintenance, a sole proprietor ("CONTRACTOR"), jointly referred to as "the Parties" herein and who agree as follows.

WHEREAS, the Parties entered into Agreement No. 16-35 ("Agreement") on December 14, 2016 for janitorial and maintenance services; and

WHEREAS, Paragraph 3.B. of the Agreement states that the DISTRICT, in its sole discretion, may elect to extend this Agreement for an additional five-year period; and

WHEREAS, the District desires to extend this engagement in services in order to provide janitorial and maintenance services to the DISTRICT but only for an additional one-year period; and

WHEREAS, the Parties have agreed to amend the Agreement to revise Paragraph 3.A. to extend the term of the Agreement through December 31, 2022; and

WHEREAS, the compensation to CONTRACTOR under this Agreement shall remain the same in accordance with the existing Agreement.

NOW THEREFORE, the Parties agree as follows:

1. Paragraph 3.A. of the Agreement is hereby amended to read as follows:

This Agreement shall be for the term of January 1, 2017 through December 31, 2022 unless sooner terminated as hereinafter provided.

2. 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 hereto have executed this First Amendment as of the day and year first above written.

Yolo-Solano Air Quality Management District
"DISTRICT"

Tee Janitorial Service and Maintenance
"CONTRACTOR"

By _____
Mat Ehrhardt, P.E.
Executive Director/APCO

By _____
Karen Jordan
Owner

Approved as to Form:

By _____
Hope P. Welton, District Counsel