

**FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT  
BETWEEN COUNTY OF WAYNE AND  
HUBBELL ROTH & CLARK, INC.**

**THIS FIRST AMENDMENT** to the PROFESSIONAL SERVICES CONTRACT, made effective as described below, is between the **Charter County of Wayne**, a body corporate and Charter County (the "County") and **Hubbel Roth & Clark, Inc.**, a Michigan Corporation (the "Consultant") (collectively, the "Parties").

**MUTUAL UNDERSTANDINGS**

- A. The Parties have entered into a Professional Services Contract, effective July 12, 2012 pursuant to Wayne County Commission resolution No 2012-430 (the "Contract"), under which Consultant was to provide professional engineering services for design and construction assistance to the Solids Thickening Complex Renovation at the Downriver Wastewater Treatment Facility (the "Services") as described in the Contract.
- B. The Contract term was to expire four (4) years after its effective date, which expiration date is July 11, 2016.
- C. Consultant is required to continue performing the Services under the Contract for an additional nine (9) months past the current term expiration date.

**NOW, THEREFORE**, it is mutually agreed by the parties as follows:

- 1. The first sentence of Section 4.01 of the Contract is deleted in its entirety and replaced with the following:

**This Contract begins after execution by the authorized signatures for both parties, and on the date specified in the resolution by the Wayne County Commission and ends April 11, 2017.**

- 2. The Parties agree that the hereinafter provided language shall become a part of the Contract and shall read as follows:

**COMPLIANCE WITH CONSENT AGREEMENT AND ACT 436**

- A. The Parties acknowledge that this Agreement is subject to Act 436 and the Consent Agreement between the County and the State Treasurer N.A. Khouri effective August 21, 2015 ("Consent Agreement"). A copy of the Consent Agreement is available at [www.waynecounty.com/mb/consent-agreement.htm](http://www.waynecounty.com/mb/consent-agreement.htm).
- B. Upon written request of the County, the Consultant shall promptly and fully provide all necessary and requested assistance and information under the Consent Agreement and under Act 436.
- C. The Consultant shall promptly provide notice to the Wayne County Executive if the Consultant receives a request for assistance by an officer, employee, agency or contractor of the State Department of Treasury.

- D. The Consultant shall promptly provide notice to the Wayne County Executive of knowledge or information of any action or omission that could be considered, or that could lead to, a failure to comply with or breach of the Consent Agreement or of a violation of state or federal law with respect to a matter relating to the Consent Agreement, including the Open Meetings Act, 1976 PA 267, the Uniform Budget and Accounting Act, 1968 PA 2, or the Emergency Municipal Loan Act, 1980 PA 243, by Wayne County, the Wayne County Commission, the Wayne County Executive, or another officer of Wayne County.
- E. The Consultant shall immediately provide notice to the Wayne County Executive of any possible violations of the Consent Agreement by sending an email to [consentagreement@waynecounty.com](mailto:consentagreement@waynecounty.com) or by completing the submission form found at [www.waynecounty.com/mb/consent-agreement.htm](http://www.waynecounty.com/mb/consent-agreement.htm).
- F. If this Agreement is considered "Debt" under the terms of the Consent Agreement, it may not be executed or submitted to the Wayne County Executive or Wayne County Commission for approval until it has been submitted to the Wayne County Chief Financial Officer for approval and verification that the required State Treasurer's approval has been received.
3. All other terms and conditions of the Contract shall remain in full force and effect.
4. This Amendment shall become part of the original Contract between the County and the Consultant and shall become effective upon approval by the Wayne County Executive and Wayne County Commission, if necessary.
5. NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the County and the Consultant, by their authorized officers and representatives have executed this Amendment.

**HUBBELL ROTH & CLARK, INC.**

By: \_\_\_\_\_



Its: VICE PRESIDENT

Date: 5/17/16

**COUNTY OF WAYNE**

By: \_\_\_\_\_



Its: COS

Date: 8/9/16