FIRST ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(District Management and Accounting Services)

This FIRST ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT (the "First Addendum") is entered into this 3rd day of November 2015 and shall become effective as of the 1st day of January 2016, by and between the GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and SPECIAL DISTRICT MANAGEMENT SERVICE, INC., a Colorado corporation (the "Company"), collectively referred to herein as the "Parties".

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement* on January 1, 2015 (the "Agreement"); and

WHEREAS, the Agreement provides a Compensation Schedule for the Services provided under the Agreement; and

WHEREAS, the Parties desire to revise the Compensation Schedule to reflect a change in the Company's rates.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. REPLACEMENT OF COMPENSATION SCHEDULE. The Parties hereby agree to revise the Agreement to replace the Compensation Schedule set forth in the Agreement with the Compensation Schedule set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such Compensation Schedule as provided in Exhibit A shall replace in its entirety the Compensation Schedule included in the Agreement.

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This First Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank].

IN WITNESS WHEREOF, the Parties have caused this First Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

DISTRICT:

GREATROCK NORTH WATER AND SANITATION DISTRICT,
a quasi-municipal corporation and political subdivision of the State of Colorado

_____
Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

_____
General Counsel to the District

INDEPENDENT CONTRACTOR:
SPECIAL DISTRICT MANAGEMENT SERVICES, INC.,
a Colorado corporation

_____

EXHIBIT A
COMPENSATION SCHEDULE

Basic Management Services	$132.00 per hour
Regular or Special Elections	$132.00 per hour
Financial Matters, Budgeting, Audits	$132.00 per hour
Construction/Contract Oversight	$132.00 per hour
Billing and Collection Service	$60.00 per hour
Field Work	$66.00 per hour

The Board will be advised of any change in the billing rates

There will be charges for out-of-pocket expenses, such as postage, facsimiles, letterhead, envelopes, printing, etc.