

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT to Agreement No. 16-452 ("First Amendment") is made and entered into this 11th day of September, 2018, by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and Blue Tech Water, Inc. dba. Ramco Services and Pacific Water Technologies, a California corporation, whose address is 2401 East Orangeburg Ave. #675, Modesto, CA 95355 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 16-452, dated July 12, 2016 ("Agreement") pursuant to which CONTRACTOR agreed to provide chemical treatment services for the COUNTY's HVAC systems at various COUNTY-owned facilities; and

WHEREAS, COUNTY has the need for additional services, including the need to change the equipment (dosage devices) needed to administer the different chemicals used by CONTRACTOR; and

WHEREAS, COUNTY AND CONTRACTOR now desire to amend the Agreement to increase the maximum amount payable under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

The portion of Section 5. COMPENSATION/INVOICING as set forth on page 4, beginning on line 20 with the word "Maximum" and ending on line 25 with the word "CONTRACTOR," is hereby deleted and replaced with the following:

"Maximum compensation under the terms of this Agreement shall not exceed three hundred thousand dollars (\$300,000) annually. In no event shall compensation payable for services performed under this Agreement exceed nine hundred thousand dollars (\$900,000) during the final possible three years of this Agreement, nor shall total compensation payable for services performed under this Agreement exceed one million, five hundred thousand dollars (\$1,500,000) for the potential five-year term of this Agreement. It is understood that all expenses

1 incidental to CONTRACTOR's performance of services under this Agreement shall be borne by
2 CONTRACTOR."

3
4 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend
5 the Agreement and that upon execution of this First Amendment, the Agreement and this First
6 Amendment shall together be considered the Agreement.

7 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
8 covenants, conditions and promises contained in the Agreement and not amended herein shall
9 remain in full force and effect.

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EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

Christopher Binfield, CEO

Anthony Delgado, CFO

Blue Tech Water, Inc.
2401 E. Orangeburg Ave. #675
Modesto, CA 95355

FOR ACCOUNTING USE ONLY:

ISD – Facility Services
ORG No.: 8935
Account No.: 7205
Fund: 1045
Subclass: 10000

COUNTY OF FRESNO

Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Susan Bishop
Deputy