

AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT (hereinafter "Amendment No. 1") to Agreement No. 16-504 (hereinafter "Agreement") is made and entered into this 11th day of July, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and ABBE & ASSOCIATES, LLC, located at 1028 Fair Oaks Avenue, Alameda, CA 94501, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into County Agreement No. 16-504, dated August 9, 2016, pursuant to which the CONSULTANT agreed to provide, and has been providing, professional services related to the development of a strategic solid waste management plan to administer and manage the various solid waste streams throughout the County; and

WHEREAS, the COUNTY and the CONSULTANT now desire to amend the Agreement, in order to allow for the completion of the strategic solid waste plan; and

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

1. Article V of the Agreement, at page 10, line 26 through page 11, line 1 thereof, is hereby deleted in its entirety and replaced with the following:

"V. TERM

This Agreement shall take effect on August 9, 2016, the date of its approval and execution by COUNTY'S Board of Supervisors ("BOARD"), and shall have an initial term of one (1) year, through and including August 8, 2017. As modified by the BOARD'S approval of this Amendment No. 1, the term of this Agreement is hereby extended for one (1) additional twelve (12) month period, and unless further extended shall expire on August 8, 2018. The term of this Agreement may be further extended for one (1) additional twelve (12) month period, upon written approval of both COUNTY and

CONSULTANT, no later than July 9, 2018 (which is thirty (30) days prior to the first day of the second of the two potential twelve (12) month extension periods). The Director of the Department of Public Works and Planning or his or her designee ("DIRECTOR") is authorized to execute such written approval on behalf of COUNTY, based on CONSULTANT'S satisfactory performance, as provided herein."

2. That portion of the text of Article VI of the Agreement (entitled "COMPENSATION"), consisting of Section A and only the first sentence of Section B thereof, at page 11, lines 2 through 10 of the Agreement, is hereby deleted in its entirety and replaced with the following:

"A. Fee for Services:

Notwithstanding any other provision in this Agreement, the Total Fee for the services required under this Agreement shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) for the initial one-year term, and shall not exceed Seventy Five Thousand Dollars (\$75,000) per year for each of the two (2) additional potential one-year extension terms. The maximum amount of compensation for services performed under this Agreement, if its term is extended to include both of the two potential extension periods, would be Three Hundred Thousand Dollars (\$300,000).

B. Basic Fee:

The Basic Fee for services required under Article IV shall be invoiced at the rates shown in the CONSULTANT'S Proposal (and in the immediately following Paragraph 1 of this Section VI.B), and shall not exceed One Hundred Thirty Thousand Ninety Dollars (\$130,090) for the initial one-year term, and shall not exceed Sixty-Five Thousand Dollars (\$65,000) per year for each of the two (2) additional potential one-year extension terms."

3. Article VI, Section C, Paragraph 1 of the Agreement, at page 12, lines 3 through 8, is hereby deleted in its entirety and replaced with the following:

"1. A maximum of Nineteen Thousand Nine Hundred Ten Dollars (\$19,910) is hereby allocated to pay for authorized Extra Services provided by CONSULTANT

1 during the initial one-year term of this Agreement. An annual maximum of Ten
2 Thousand Dollars (\$10,000) is hereby allocated to pay for authorized Extra Services
3 provided by CONSULTANT for each of the two (2) additional potential one-year
4 extension terms. All authorized Extra Services shall be performed at the established
5 rates as set forth in the immediately preceding Section B of this Agreement.”

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.
2 1 to Agreement as of the day and year first hereinabove written.

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4 ABBE & ASSOCIATES LLC


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6 BY: Ruth Abbe, Principal
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COUNTY OF FRESNO

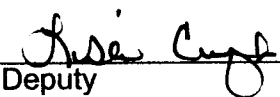


Brian Pacheco, Chairman
Board of Supervisors

8
9 REVIEWED AND RECOMMENDED
10 FOR APPROVAL

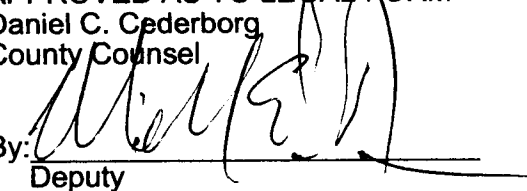
11 By: 
12 Steven E. White, Director
13 Department of Public Works and
Planning

ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors

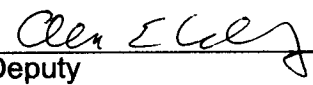
By 

Deputy

14 APPROVED AS TO LEGAL FORM
15 Daniel C. Cederborg
County Counsel

16 By: 
17 Deputy

18
19 APPROVED AS TO ACCOUNTING
20 FORM
21 Oscar J. Garcia, C P A
Auditor-Controller/ Treasurer-Tax
Collector

22 By: 
23 Deputy

24 FOR ACCOUNTING USE ONLY
25 Fund: 9015
26 Subclass 0701
Org. No 15001
Account 7295