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FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made this 3rd day of April, 2018, by the COUNTY OF FRESNO, a political subdivision of the State of California (COUNTY), and STEARNS, CONRAD & SCHMIDT, CONSULTING ENGINEERS, INC., dba SCS FIELD SERVICES, located at 4730 Enterprise Way, Suite A, Modesto, California 95356 (hereinafter called "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR previously entered into an Agreement dated the 9th day of February, 2016, and identified as County Agreement No. 16-070 (Agreement), under which the CONTRACTOR agreed to provide all services to conduct the State and Federal-required operation and maintenance of the landfill gas collection and control system (LFGCCS) at the Southeast Regional Landfill; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the maximum annual compensation for the third year of the Agreement.

NOW, THEREFORE, based on the foregoing and in consideration of their mutual promises as set forth herein, the parties agree to amend the above-referenced Agreement as follows:

1. Article V, Section A, of the Agreement, beginning on page 3, line 13 and ending on page 3, line 28, is hereby deleted and replaced in its entirety to read as follows:

"A. Total Fee:

Notwithstanding any other provision in this Agreement, the annual total compensation for services shall be as follows: (i) for the first and second year of the Agreement, total compensation is limited to a maximum of \$44,670 for each year, comprised of a Basic Fee of \$24,670 for each year and an Extra Services allocation of \$20,000 for each year; (ii) for the third year of the Agreement, total compensation is limited to a maximum of \$156,670, comprised of a Basic Fee of

1 \$24,670 and an Extra Services allocation of \$132,000, (iii) if this Agreement is
2 extended for up to two additional one-year periods as provided in Article XXII of
3 this Agreement, compensation for each extended one-year period is limited to a
4 maximum of \$44,670, comprised of a Basic Fee of \$24,670 for each year and an
5 Extra Services allocation of \$20,000 for each year. In no event shall maximum
6 compensation for services under this Agreement exceed \$335,350 for the total
7 five (5) year period covered by the initial term and the additional one-year
8 periods, if they occur.”

9 2. Article V, Section C, Paragraph 1 of the Agreement, beginning on page 4,
10 line 18 and ending on page 4, line 22, is hereby deleted and replaced in its entirety to
11 read as follows:

12 “C. Extra Services:

13 1. The maximum allocation for authorized Extra Services shall be as
14 follows: (i) for the first and second year of the Agreement, compensation for Extra
15 Services is limited to a maximum of \$20,000 for each year; (ii) for the third year
16 of the Agreement, compensation for Extra Services is limited to a maximum of
17 \$132,000; (iii) if this Agreement is extended for up to two additional one-year
18 periods as provided in Article XXII of this Agreement, the maximum
19 compensation for Extra Services for each extended one-year period shall be
20 \$20,000. Payment of Extra Services in excess of the amounts specified herein is
21 prohibited except upon a written Amendment to this Agreement, pursuant to the
22 provisions of Article XVI hereof.”

23 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend
24 the Agreement and that upon full execution of this Amendment, the Agreement and this
25 Amendment together shall be considered and shall constitute the Agreement.

26 The Agreement, as hereby amended, is ratified and continued. All provisions,
27 terms, conditions, mutual covenants and promises set forth in the Agreement shall
28 remain in full force and effect, except as hereinabove amended.

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

CONTRACTOR AND/OR CONSULTANT

COUNTY OF FRESNO

Valent Petyan
(Authorized Signature)

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

CAROL S. PETYAN SVP
Print Name and Title

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

3900 KILROY AIRPORT WAY #100
Mailing Address

LONG BEACH, CA 90806
City, State, and Zip Code

By Debi Campbell
Deputy

[Signature]
(Authorized Signature)

CURTIS JANG, SVPCFO
Print Name and Title

3900 KILROY AIRPORT WAY #100
Mailing Address

LONG BEACH, CA 90806
City, State, and Zip Code

FOR ACCOUNTING USE ONLY

ORG No.: 9020
Account No.: 7295, 7205
Fund No.: 0720
Subclass No.: 15000