

**AMENDMENT NO. 1 TO COST SHARE AGREEMENT FOR CONSULTANT SERVICES  
RELATED TO LEGISLATIVE SUPPORT FOR BIG DRY CREEK RESERVOIR OPERATIONAL  
CHANGES**

This Amendment, hereinafter referred to as Amendment I, is made and entered into this 9th day of December, 2025 by and between the Fresno Irrigation District ("FID"), the City of Clovis ("Clovis"), the City of Fresno ("Fresno"), and the County of Fresno ("County") (herein each individually called a "Party" and collectively the "Parties").

**Recitals**

A. The Fresno Metropolitan Flood Control District ("FMFCD") operates the Big Dry Creek Dam and Reservoir for flood protection in accordance with the 1994 Water Control Manual under a Local Cooperation Agreement with the US Army Corps of Engineers.

B. The Parties and FMFCD desire to reevaluate the operational requirements of Big Dry Creek Dam and Reservoir to allow for increased conservation storage.

C. The Parties previously agreed to share the cost for FID to hire Austin Ewell ("Consultant") to assist with making key legislative contacts to gain legislative support for the reoperation of Big Dry Creek Reservoir.

D. On October 24, 2023, the Parties entered into a retroactive agreement No. 23-584 ("Agreement") to continue to share the cost for hiring Austin Ewell, as the initial cost share agreement had expired.

E. The Agreement will expire December 31, 2025, and the Parties desire to extend the term of the Agreement for one (1) year, with two optional one-year extensions.

The parties and FMFCD therefore agree as follows:

1. That County Agreement No. 23-584, Section Two (2) "Retention of Consultant by FID" on Page 1 is replaced as follows:

**"Retention of Consultant by FID.** FID has retained the services of Consultant for the period of January 1, 2022, through December 31, 2025, to assist with making key legislative contacts to gain legislative support for the reoperation of Big Dry Creek Reservoir ("Project")."

2. That County Agreement No. 23-584 will add Section Two point One (2.1) "Retention of Consultant by FID for One Additional Year" as follows:

**"Retention of Consultant by FID for One Additional Year.** FID has agreed to retain the services of Consultant for the period of January 1, 2026, through December 31, 2026, to assist with making key legislative contacts to gain legislative support for the Project."

3. That County Agreement No. 23-584, Section Three (3) "Consultant's Compensation" on Page 2 is replaced as follows:

**"Consultant's Compensation.** FID represents that the maximum compensation payable to Consultant under FID's retention agreement with Consultant is a flat fee of \$5,000 per month through December 31, 2025, which includes all services and all costs and expenses of Consultant, and Consultant is not entitled to any additional compensation for costs or expenses. The maximum compensation payable to Consultant under FID's retention agreement with Consultant is \$60,000 for the 12-month term of this Agreement. Beginning on January 1, 2026, FID represents that the maximum compensation payable to Consultant under FID's retention agreement with Consultant will continue as a flat fee of \$5,000 per month through December 31, 2026, which includes all services and all costs and expenses of Consultant, and Consultant is not entitled to any additional compensation for costs or expenses. The maximum compensation payable to Consultant under FID's retention agreement with Consultant during the 12-month term of the Agreement for 2026 is \$60,000."

4. That County Agreement No. 23-584, Section Five (5) "Extension of Agreement" on Page 2 is replaced as follows:

**"Extension of Agreement.** The Parties agree that FID may enter into no more than two (2) additional one-year retention agreements with Consultant, for the same services and the same compensation as under FID's 2026 retention agreement with Consultant. So that the Parties may continue sharing costs, the term of this Agreement may be extended no more than two (2) additional one-year periods (that is, for calendar years 2027, and 2028) as provided in this section 5, coterminous with each additional one-year retention agreement between FID and Consultant.

- 1 A. If FID intends to enter into another one-year retention agreement with  
2 Consultant, then FID must, no later than sixty (60) days before the first day of the  
3 next one-year extension period, provide written notice of that intention to the  
4 Authorized Representatives of the other Parties. This Agreement may then be  
5 extended for the next one-year extension period only upon written approval of all  
6 Parties, and written notice from FID to the other Parties that Consultant has  
7 agreed in writing to the next optional one-year extension, at least thirty (30) days  
8 before the first day of the next one-year extension period.
- 9 B. Each Party hereby authorizes its Authorized Representative to sign such written  
10 approval on behalf of that Party. Nothing in this section 5 precludes the  
11 Authorized Representatives of the Parties from conferring earlier than sixty (60)  
12 days before the first day of the next one-year extension period on whether FID  
13 will enter into another one-year retention agreement with Consultant and whether  
14 the Parties wish to extend this Agreement for the next one-year extension period.
- 15 C. The Parties understand and agree that any change to the services or  
16 compensation of the Consultant will require a timely amendment to this  
17 Agreement.
- 18 D. The Parties understand and agree that this Agreement may only be amended  
19 before it expires or terminates.”

20 5. That County Agreement No. 23-584, Section Six (6) “Invoices and Payment” on Page 2  
21 and Page 3 is replaced as follows:

22 **“Invoices and Payment.** FID shall invoice Clovis, Fresno, and the County monthly at the  
23 addresses specified in Section 8 below, for their respective portions of the cost. FID shall submit  
24 each invoice within sixty (60) days after the month in which the Consultant performs services on  
25 the Project. Each invoice from FID to Clovis, Fresno, or the County must include a copy of the  
26 invoice or invoices from Consultant to FID for the relevant period.

27 Clovis, Fresno, and the County shall pay each correctly completed and timely submitted  
28 invoice within forty-five (45) days after receipt at the address for FID specified in Section 7

1 below. An invoice from FID to another Party that does not include the relevant invoice or  
2 invoices from Consultant is not “correctly completed” for purposes of this paragraph. Payments  
3 from Clovis, Fresno, and the County to FID under this Agreement are not contingent upon  
4 Consultant obtaining the desired result.

5 Alternatively, beginning January 1, 2026, upon receiving the first invoice from FID, or the  
6 first invoice in any one-year extension period under section 5 of this Agreement, each of Clovis,  
7 Fresno, and the County, at the respective sole discretion of each, may, within the 45-day period  
8 provided in the paragraph above, pay one lump sum of fifteen thousand dollars (\$15,000.00)  
9 covering its share of the cost of the Consultant for the 12-month term of this Agreement, or the  
10 one-year extension period in which the payment is made. If this Agreement is terminated before  
11 the end of the 12-month term, or before the end of any one-year extension period, FID shall  
12 refund any unused amount to the Party that paid it, in a pro rata share based on the number of  
13 months remaining after the early termination of this Agreement.

14 The maximum compensation payable by Clovis, Fresno, or the County to FID under this  
15 Agreement during the year 2025 is fifteen thousand dollars (\$15,000) for the 12-month term of  
16 this Agreement, and fifteen thousand dollars (\$15,000) for the 12-month term of the year 2026,  
17 and fifteen thousand dollars (\$15,000) for each one-year extension period that is authorized  
18 under section 5 of this Agreement.”

19 The Agreement as amended by this Amendment No. 1 is ratified and continued. All  
20 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and  
21 effect.

22 [SIGNATURE PAGE FOLLOWS]  
23  
24  
25  
26  
27  
28

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

3  
4 FRESNO IRRIGATION DISTRICT (FID)

CITY OF CLOVIS (CLOVIS)

5  
6 By: \_\_\_\_\_

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

7 Name: \_\_\_\_\_

Name: \_\_\_\_\_

8 Title: \_\_\_\_\_

Title: \_\_\_\_\_

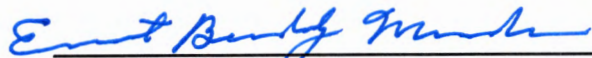
9 Date: \_\_\_\_\_

Date: \_\_\_\_\_

10 CITY OF FRESNO,  
11 A California municipal corporation

COUNTY OF FRESNO

12 \_\_\_\_\_  
13 Georgeanne White, City Manager



Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

14 Date: \_\_\_\_\_

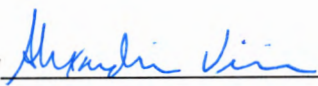
15 Date: 12/9/25

16 APPROVED AS TO FORM:  
17 Andrew Janz  
18 City Attorney

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

19 By \_\_\_\_\_  
20 \_\_\_\_\_ Date

Senior Deputy City Attorney

21 By  \_\_\_\_\_

Deputy

22 ATTEST:  
23 Todd Stermer, MMC  
24 City Clerk

25 By: \_\_\_\_\_  
26 \_\_\_\_\_ Date

Deputy

**Acknowledgement of Amendment to Agreement**

The Fresno Metropolitan Flood Control District recognizes that it is not a party to, and has no rights or obligations under, the "AMENDMENT NO.1 TO COST SHARE AGREEMENT FOR CONSULTANT SERVICES RELATED TO LEGISLATIVE SUPPORT FOR BIG DRY CREEK RESERVOIR OPERATIONAL CHANGES" above, but acknowledges that amendment by its signature below.

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCOUNTING PURPOSES ONLY:

ORG: 43600300

FUND: 0001

SUBCLASS: 10000

ACCOUNT: 7295