

**SECOND AMENDMENT TO AGREEMENT No. 13-761**

THIS SECOND AMENDMENT TO AGREEMENT is made this 25th day of April, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California (COUNTY), and Central State, Inc., a California corporation, whose address is P.O. Box 730, Auberry, CA 93602 (CONTRACTOR).

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR previously entered into an Agreement dated the 10<sup>th</sup> day of December, 2013, and identified as County Agreement No. 13-761 (Agreement), under which the CONTRACTOR agreed to provide all services related to sewage sludge pumping and removal; and

WHEREAS, on the 15<sup>th</sup> day of November, 2016, a First Amendment to Agreement No. 13-761 ("First Amendment") was executed to increase the Agreement compensation provisions; and

WHEREAS, the COUNTY and CONTRACTOR now desire to amend the Agreement to provide all services related to leachate pumping and removal at the American Avenue Disposal Site; and

WHEREAS, this extra service requires amendment to the First Amendment to increase the maximum annual compensation of the current one-year period of the Agreement and the final optional one-year period, if it occurs.

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

1. Paragraph E is hereby added to Section 1 (entitled "OBLIGATIONS OF THE CONTRACTOR") of the Agreement, by insertion of the following language between the end of Paragraph 1.D on page 3, line 2 and the start of Section 2 (entitled "OBLIGATIONS OF THE COUNTY") on page 3, line 3:

"E. CONTRACTOR shall provide all services (including, but not limited to, labor, material, equipment, transportation, taxes) related to perform

leachate pumping and removal at the American Avenue Disposal Site located at 18950 W. American Avenue, Madera CA 93630.

- 1.) The CONTRACTOR shall possess the appropriate license and/or permits to handle and transport leachate.
- 2.) Trucks dispatched to American Avenue Disposal Site shall be empty and must have a minimum capacity of 3,000 gallons. The certified total capacity of the truck's tank shall be clearly stated on the exterior of the tank.
- 3.) Service shall be performed within forty-eight (48) hours of notification by COUNTY. After notification by COUNTY, CONTRACTOR will provide COUNTY with estimated time of arrival at service site. The contact person for the CONTRACTOR shall be: Cari Cotton, Telephone: (559) 855-2532; Cell: (559) 907-0428; E-mail: [centralstate@netptc.net](mailto:centralstate@netptc.net).
- 4.) All material pumped from the American Avenue Disposal Site shall be disposed of at a disposal site legally authorized to accept leachate.
- 5.) The CONTRACTOR shall dispose of leachate at the rate of \$.20 per gallon."

2. Paragraph A of Section 6 of the Agreement, beginning on page 4, line 24 and ending on page 5, line 6, as previously modified by the First Amendment, is hereby deleted in its entirety and replaced with the following language:

"A. Notwithstanding any other provisions of this Agreement, the annual total compensation for services shall be as follows: (i) for the first and second years of the Agreement, compensation is limited to a maximum of Two Hundred Forty Thousand and No/100s Dollars (\$240,000) for each year; (ii) for the third year of the Agreement, compensation is limited to a maximum of Three

1 Hundred Twenty Thousand and No/100s Dollars (\$320,000); (iii) for  
2 the fourth year of the Agreement, compensation is limited to a  
3 maximum of Four Hundred Seventy Thousand and No/100s Dollars  
4 (\$470,000); (iv) if this Agreement is extended for a fifth year as  
5 provided in Section 3 of this Agreement, compensation is limited to  
6 a maximum of Four Hundred Seventy Thousand and No/100s  
7 Dollars (\$470,000). In no event shall maximum compensation for  
8 services under this Agreement exceed One Million Seven Hundred  
9 Forty Thousand and No/100s Dollars (\$1,740,000) for the total  
10 potential maximum five (5) year period covered by the initial term  
11 and the two additional one-year extension periods, if both such  
12 extensions occur.”

13 All other terms, conditions, mutual covenants, and promises contained in the  
14 Agreement shall remain in full force and effect except as hereinabove amended.

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19 [SIGNATURE PAGE FOLLOWS]

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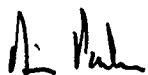
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1 IN WITNESS WHEREOF, the parties hereto have caused this Second  
2 Amendment to Agreement to be executed as of the day and year first above written.


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4 CONTRACTOR  
5 CENTRAL STATE, INC.  
6 P.O. BOX 730  
7 AUBERRY, CA 93602

8 By:   
9 Carl Cotton, Manager

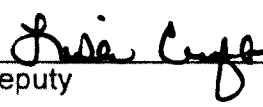
COUNTY OF FRESNO

  
Brian Pacheco, Chairman  
Board of Supervisors

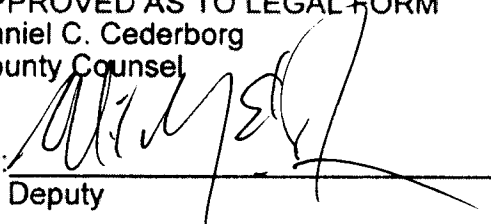
10 REVIEWED AND RECOMMENDED  
11 FOR APPROVAL

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

ATTEST:  
Bernice E. Seidel, Clerk  
Board of Supervisors

By:   
Deputy

16 APPROVED AS TO LEGAL FORM  
17 Daniel C. Cederborg  
18 County Counsel

19 By:   
Deputy

20 APPROVED AS TO ACCOUNTING  
21 FORM  
22 Oscar J. Garcia, CPA  
23 Auditor-Controller/Treasurer-Tax  
24 Collector

25 By:   
26 Deputy

FOR ACCOUNTING USE ONLY  
Special Districts  
Org. No.: Various Budgets  
Account No.: 7220

Parks  
Org. No.: 7910  
Account No.: 7430

Disposal Sites  
Org. No.: 9026  
Account. No.: 7295