

FIRST AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this _____ day of _____, 2017, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (CITY), and ASCENT ENVIRONMENTAL, INC., a California corporation (CONSULTANT). CITY and CONSULTANT are collectively referred to as the "Parties."

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated July 14, 2016, for professional Environmental Consulting services for the Fresno General Plan Amendment and Rezone Project, (Project); and

WHEREAS, CITY and CONSULTANT desire to increase the scope of work by requiring additional services beyond those services referenced in the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the Parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services as described in ATTACHMENT A, attached hereto and incorporated herein by reference.
2. CONSULTANT's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$50,335 as described in ATTACHMENT B attached hereto and incorporated herein by reference.
3. The term of Agreement shall be extended to January 1, 2018, as described in ATTACHMENT C attached hereto and incorporated herein by reference.
4. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Amendment, shall be null and void.
5. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated July 14, 2016, remains in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a municipal corporation

By: 

Jennifer Clark, Director
Development and Resource
Management Department

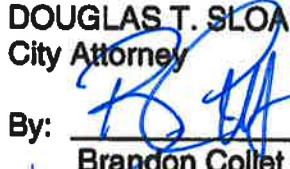
ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____

Deputy

APPROVED AS TO FORM:

DOUGLAS T. SLOAN
City Attorney

By: 

Brandon Collet
Deputy City Attorney

5/9/17
Date

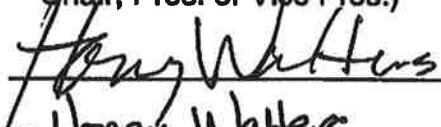
ASCENT ENVIRONMENTAL, INC.,
a California corporation

By: 

Name: Sydney B. Coatsworth

Title: Principal

(If corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: 

Name: Honey Watters

Title: Secretary

(If corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

REVIEWED BY:

By: _____

Addresses:

CITY:
City of Fresno
Attention: Jennifer Clark, Director
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8001
FAX: (559) 498-1012

CONSULTANT:

Ascent Environmental, Inc.
Attention: Sydney Coatsworth,
Principal
455 Capitol Mall, Suite 300
Sacramento, CA 95814
Phone: (916) 444-7301
FAX: (916) 444-3927

Attachment A – Amendment to Scope of Work

Attachment B – Cost Estimate Amendment to Scope of Work

Attachment C – Timeline Amendment to Scope of Work