

## **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

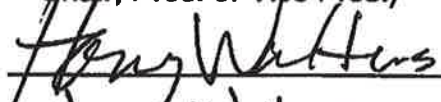
By:  5/9/17  
Brandon Collet Date  
Deputy City Attorney

**Addresses:**

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

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 Waters  
Title: Secretary  
(If corporation or LLC, CFO,  
Treasurer, Secretary or Assistant  
Secretary)

REVIEWED BY:

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

**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