

SECOND AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of July 2015, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and FirstCarbon Solutions, a California corporation ("CONSULTANT").

RECITALS

CITY and CONSULTANT entered into an Agreement, dated November 8, 2012, and amended on April 1, 2015, for services related to the preparation of a Downtown Neighborhood Community Plan, Fulton Corridor Specific Plan and a Downtown Development Code ("Agreement"); and

CITY and CONSULTANT now desire to increase CONSULTANT's compensation for the services provided in Exhibit A.

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. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated November 8, 2012 and amended April 1, 2015, remains in full force and effect.

2. CONSULTANT's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment and Exhibit A shall be a total fee of \$72,000.

3. 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.

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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

FIRSTCARBON SOLUTIONS,
a California corporation

By: _____
Bruce Rudd, City Manager

By: _____

Name: _____

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____

Name: _____

By: _____
Deputy

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
Brandon M. Collet Date
Deputy

Attachment: Exhibit A