

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND AREA WEST ENVIRONMENTAL, INC.
TO PROVIDE ENVIRONMENTAL SERVICES FOR
2017 STORM DAMAGE PROJECTS**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Area West Environmental, Inc., a California Corporation ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on October 1, 2017, to provide environmental services for 2017 Storm Damage Projects ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Original Agreement to increase the amount of compensation payable to Consultant by \$50,000, for a new total not to exceed \$200,000.00; and

WHEREAS, the Original Agreement and the First Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

I. Paragraph P. of **ARTICLE X ALLOWABLE COSTS AND PAYMENTS** of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$200,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

II. Paragraph C. of **ARTICLE XI TERMINATION** of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

C. The maximum amount for which the COUNTY shall be liable if this contract is terminated is \$200,000.

III. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

IV. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

V. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the County and Consultant have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By: David M. Yorton, Jr. 4/30/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 04/30/18
James Johnson
Risk Management Analyst III

CONSULTANT

AREA WEST ENVIRONMENTAL, INC.

By: Becky Rozumowicz
Print Name: Becky Rozumowicz

Title: President/Treasurer

Date: 4/24/18

Tax I.D. #: 20-8648618

By: Tawatchai Kodsuntie
Print Name: Tawatchai Kodsuntie

Title: Vice President

Date: 4/24/18