

**AMENDMENT NO. 1  
TO FUNDING AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
PACIFIC GAS AND ELECTRIC COMPANY**

**THIS AMENDMENT NO. 1** to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Pacific Gas and Electric Company (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, PROJECT APPLICANT has requested County to provide input in the form of Tree Risk Assessment(s) (hereinafter, "services"), on so-called "franchise trees" that PROJECT APPLICANT proposes to either preserve, trim, or remove on Public right-of-way or County property as part of the Gas Transmission Pipeline Safety Program (hereinafter, "Project"); and

**WHEREAS**, PROJECT APPLICANT entered into a Funding Agreement with County on January 25, 2016 (hereinafter "Agreement") to provide funding for the services of the Project through September 30, 2016 for an amount not to exceed \$31,920; and

**WHEREAS**, County engaged Michael L. Bench, Consulting Arborist (hereinafter, "Contractor") to complete the services for the Project; and

**WHEREAS**, due to unforeseen circumstances and documentation requirements for the Project, additional time is necessary to allow the Contractor to complete services for the Project; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term for four (4) additional months to January 31, 2017 with no associated dollar amount increase to continue to allow funding by the PROJECT APPLICANT to the County for costs incurred by the Contractor and County departments to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend the second paragraph in Section a., "CONTRACTOR", under Paragraph 6, "Payments to CONTRACTOR and County", to read as follows:

Should this AGREEMENT be terminated prior to January 31, 2017, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the Standard Agreement's Base Budget amount shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by County.

2. Amend Paragraph 7, "Term", to read as follows:

AGREEMENT shall become effective January 13, 2016 and continue through January 31, 2017, unless terminated pursuant to Paragraph 8 or amended pursuant to Paragraph 12 of AGREEMENT.

3. Amend the first sentence of Paragraph 8, "Termination", to read as follows:

AGREEMENT shall terminate on January 31, 2017, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other.

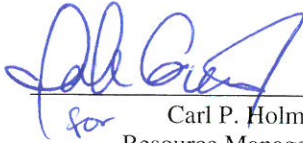
4. Amend Section, "TO COUNTY", of Paragraph 21, "Notices", to read as follows:

Carl P. Holm, AICP, Resource Management Agency Director  
County of Monterey  
Resource Management Agency  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, California 93901

5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 1 shall be attached to Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By:   
for Carl P. Holm, AICP  
Resource Management Agency Director


Date: 9/30/16

**PROJECT APPLICANT\***  
**Pacific Gas and Electric Company**

By:   
(Signature of Chair, President or Vice President)

Its: MICHAEL PATACURIO / Project Manager PL1  
(Printed Name and Title)

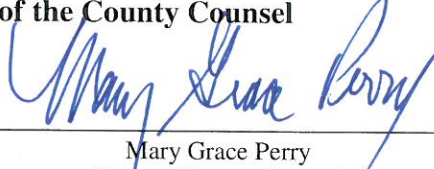
Date: 09/29/16

By:   
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: Joe Foster / Public Affairs / PL1  
(Printed Name and Title)

Date: 9/29/16

**Approved as to Form and Legality**  
**Office of the County Counsel**

By:   
Mary Grace Perry  
Deputy County Counsel

Date: 9-30-16

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.