

**FIRST AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 28926**

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THIS FIRST AMENDMENT ("Amendment") to Tulare County Agreement Number 28926 (the "Agreement") is entered into by and between the COUNTY OF TULARE ("COUNTY"), DRAKE HAGLAN & ASSOCIATES, INC. ("HAGLAN"), and DEWBERRY ENGINEERS, INC. ("DEWBERRY") as of \_\_\_\_\_, with reference to the following:

- A. COUNTY and HAGLAN entered into the Agreement on November 6, 2018, for the purpose of HAGLAN providing professional engineering consultant services to COUNTY for the COUNTY'S Avenue 108 over Lakeland Canal Bridge Project; and
- B. In 2019, DEWBERRY acquired HAGLAN and HAGLAN became a subsidiary of DEWBERRY; and
- C. HAGLAN has requested to assign all of its rights and responsibilities under the Agreement to DEWBERRY and DEWBERRY is willing and able to accept such assignment and so assume all of said rights and the responsibilities.

ACCORDINGLY, COUNTY, HAGLAN, and DEWBERRY agree as follows:

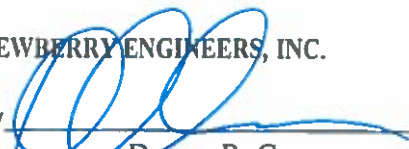
- 1. HAGLAN hereby assigns to DEWBERRY all of its rights and responsibilities under the Agreement and DEWBERRY hereby accepts the assignment by HAGLAN and so assumes all of the rights and responsibilities of HAGLAN under the Agreement as of the date hereof.
- 2. COUNTY hereby grants HAGLAN's request to assign its rights and responsibilities under the Agreement and consents to said assignment to DEWBERRY.
- 3. This First Amendment becomes effective as of August 18, 2020.
- 4. Each of the Parties hereto represents and warrants to the other Parties that the individual(s) signing this Amendment on its behalf are duly authorized and have legal capacity to sign this Amendment and bind said Party to its terms. Each of the Parties acknowledges that the other Parties have relied upon this representation and warranty in entering into this Amendment.
- 5. The Parties may sign this Amendment in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.
- 6. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

DEWBERRY ENGINEERS, INC.

Date 7/27/2020


By   
Print Name Darren R. Conner  
Title CEO & President

Date 7/27/2020


By   
Print Name Craig N. Thomas  
Title Secretary

DRAKE HAGLAN AND ASSOCIATES, INC.

Date 7/23/20

By   
Print Name Dennis Haglan  
Title Assistant Vice President

Date 7/27/2020

By   
Print Name Craig C. Drake  
Title Assistant Secretary

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract.]

COUNTY OF TULARE

Date \_\_\_\_\_

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form:  
COUNTY COUNSEL

By   
Deputy

Matter ID No. 2020758