

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT, ("Third Amendment") is made and entered into this 22nd day of June, 2021 ("Effective Date"), by and between the County of Fresno, a political subdivision of the state of California, ("COUNTY"), and each consultant (each a "CONSULTANT" and collectively the "CONSULTANTS") listed in Attachment A, which is attached and incorporated by reference, and such additional CONSULTANTS as may, from time to time during the term of this Agreement, be added by COUNTY.

WITNESSETH:

WHEREAS, COUNTY and CONSULTANTS entered into Purchasing Agreement No. P-16-424-S, dated July 8, 2016, ("Agreement"), pursuant to which COUNTY contracted with multiple CONSULTANT architects to assist the COUNTY's Internal Services Department, Facility Services Division in completing various projects, and to provide advanced planning for future projects;

WHEREAS, COUNTY and CONSULTANTS entered into First Amendment No. 18-373, dated July 10, 2018, ("First Amendment") in which Purchasing Agreement No. P-16-424-S was converted into a Board agreement, as the maximum amount allowable for services exceeded the Purchasing Manager's authority of \$100,000 at that time, and the maximum compensation was increased to \$500,000 to address a need for increased services;

WHEREAS, COUNTY and CONSULTANTS entered into Second Amendment No. 18-373-1, dated April 23, 2019 ("Second Amendment"), in which COUNTY again amended the Agreement to accommodate a need for increased services, and the compensation was increased to \$1,100,000 accordingly; and,

WHEREAS, COUNTY and CONSULTANTS now desire to further amend the Agreement to accommodate an even higher volume of needed services, and to further increase the maximum compensation payable hereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONSULTANTS agree to further amend the Agreement as follows:

That portion of Section V. COMPENSATION, beginning on page 15, line 18 and ending on page 16, line 6 of the Agreement, is hereby deleted and replaced with the following:

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A. "Total Fee:

1. In no event shall the maximum total compensation payable under this Agreement exceed one million, two hundred thousand dollars (\$1,200,000) over the entire potential five-year term of this Agreement. Fees shall be computed at the hourly and cost rates shown in Attachment B, and shall not exceed agreed maximums for each phase of a project.
2. The rates listed herein are to remain in effect for the duration of this Agreement. Rates may be renegotiated annually after the first anniversary from the date of execution of this Agreement at CONSULTANTS's request. CONSULTANT's request for annual rate adjustments may not exceed the Engineering News Record's Construction Cost Index or the California Consumer Price Index, as published by the California Department of Industrial Relations for the year, whichever is lower.

B. Basic Fee:

1. Within the maximum compensation amount of one million two hundred thousand dollars (\$1,200,000) over the entire possible five-year term of the Agreement, the Basic Fee for each project shall be as mutually agreed to in writing between CONSULTANT and the Facility Services Division Manager or his/her designated representative."

COUNTY and CONSULTANTS agree that this Third Amendment is sufficient to amend the Agreement, and that upon execution of this Third Amendment, the Agreement, together with the First Amendment, the Second Amendment, and this First Amendment shall be considered "the Agreement, as amended."

The Agreement, as amended, is ratified and continued. All provisions, terms, covenants, conditions, and promises contained in the Agreement, as amended, and not amended herein shall remain in full force and effect.

The parties agree that this Third Amendment may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Third Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example

1 by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Third
2 Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this
3 Third Amendment for all purposes, including but not limited to evidentiary proof in any administrative or
4 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that
5 person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b),
6 in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section
7 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the
8 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees
9 that each other party may rely upon that representation. This Third Amendment is not conditioned upon the
10 parties conducting the transactions under it by electronic means and either party may sign this Third
11 Amendment with an original handwritten signature.

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EXECUTED AND EFFECTIVE as of the date first above set forth.

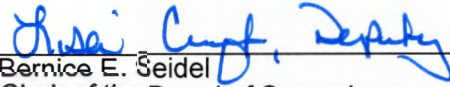
CONSULTANT

COUNTY OF FRESNO

See additional signature pages attached


Steve Brandau, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:

By: 
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

Org No.: 8935
Account No.: 7295
Fund: 1045
Subclass: 10000

1 By executing this signature page, CONSULTANT becomes a signatory to the Agreement, as
2 amended, dated June 2nd, 2021, and agrees that it is a party to the Agreement, as amended, with the
3 COUNTY, and is bound by its terms.

4 EXECUTED AND EFFECTIVE as of the date first above set forth.

5
6 **CONSULTANT**

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8  A handwritten signature in blue ink, appearing to read 'Paul Halajian', is written over a horizontal line.

9 Paul Halajian, President & Secretary

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11 Paul Halajian Architects

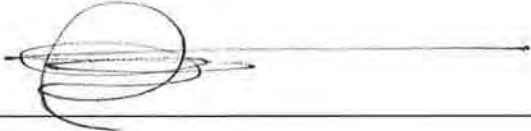
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13 Clovis, CA 93612
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1 By executing this signature page, CONSULTANT becomes a signatory to the Agreement, as
2 amended, dated June 2, 2021, and agrees that it is a party to the Agreement, as amended, with the
3 COUNTY, and is bound by its terms.

4 EXECUTED AND EFFECTIVE as of the date first above set forth.

5
6 **CONSULTANT**

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8 _____

9 Steven Kodama, President & Secretary

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11 Kodama Diseño, Inc.
12 570 Tenth Street
13 Oakland, CA 94607

Please note new address: Kodama Diseno, Inc.
3160 College Avenue, Suite 201 Berkeley, CA
94705

1 By executing this signature page, CONSULTANT becomes a signatory to the Agreement, as
2 amended, dated 1 June, 2021, and agrees that it is a party to the Agreement, as amended, with the
3 COUNTY, and is bound by its terms.

4 EXECUTED AND EFFECTIVE as of the date first above set forth.

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6 **CONSULTANT**

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9 Justin Muratore, president of Muratore
10 Associates

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12 Muratore Associates

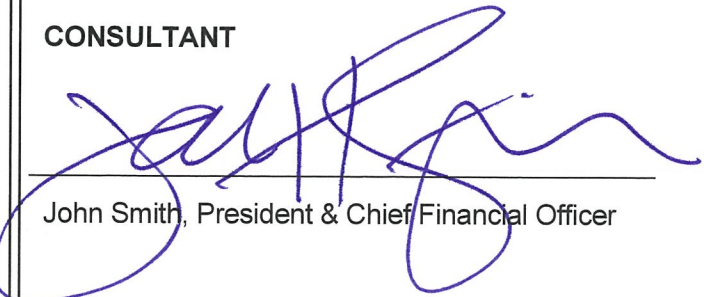
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14 Fresno, CA 93711
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2 amended, dated June 2nd, 2021, and agrees that it is a party to the Agreement, as amended, with the
3 COUNTY, and is bound by its terms.

4 EXECUTED AND EFFECTIVE as of the date first above set forth.

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6 **CONSULTANT**

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9 John Smith, President & Chief Financial Officer

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11 SIM Architects

12 7790 N. Palm

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1 By executing this signature page, CONSULTANT becomes a signatory to the Agreement, as
2 amended, dated 6/2, 2021 and agrees that it is a party to the Agreement, as amended, with the
3 COUNTY, and is bound by its terms.

4 EXECUTED AND EFFECTIVE as of the date first above set forth.

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6 **CONSULTANT**

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8 _____
9 Pete Mogensen, ~~President~~ CORPORATION SECRETARY

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11 _____
12 Sharon-Ashida, ~~Chief Financial Officer~~ PRESIDENT

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14 Integrated Designs

15 6011 N. Fresno St., Ste. 130

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ATTACHMENT A

PARTICIPATING CONSULTANTS		
CONSULTANT NAME	ADDRESS	*GIVE & RECEIVE NOTICES
Integrated Designs	6011 N. Fresno St., Ste. 130 Fresno, CA 93710	Pete Mogensen (559) 436-0881 pmogensen@somam.com
Kodama Diseño, Inc	3160 College Avenue Suite 201 Berkeley, CA 94705	Leslie Kodama (510) 986-0696 lkodama@kodamadiseno.com
Muratore Associates	2697 W. Robinwood Ln. Fresno, CA 93711	Justin Muratore (559) 365-6534 justin@muratoreassociates.com
Paul Halajian Architects	389 Clovis Ave., Suite 100 Clovis, CA 93612	Paul Halajian (559) 297-7900 paulh@halajianarch.com
SIM Architects	7790 N. Palm Ave. Fresno, CA 93711	John Smith (559) 448-8400 jsmith@sim-pbk.com