

**FIRST AMENDMENT TO AGREEMENT**

THIS AMENDMENT, ("First Amendment") is made and entered into this 10th day of July 2018, 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 Facility Services Manager or his/her designated Project Manager in completing various projects and advanced planning for future projects in the COUNTY's Facility Services Division and other COUNTY projects;

WHEREAS, COUNTY and CONSULTANTS now desire to amend the Agreement to increase the maximum compensation under the Agreement to address a need for additional services.

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

1. Section A(1) of Section V. COMPENSATION, is hereby deleted and replaced with the following:

"Notwithstanding any other provision in this Agreement, the maximum total fees for all CONSULTANT services performed under this Agreement shall not exceed five hundred thousand dollars (\$500,000) for 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

1 phase of a project."

- 2 2. Section B(1) of Section V. COMPENSATION, is hereby deleted and replaced with  
3 the following:

4 "Within the maximum amount of five hundred thousand dollars (\$500,000)  
5 over the entire term of the Agreement, the Basic Fee for each project shall be  
6 as mutually agreed to in writing between CONSULTANT and the Facility  
7 Services Division Manager or his/her designated representative."

- 8 3. The following is added immediately after Section E of Section XXIII. TERMINATION  
9 OF AGREEMENT, with the following:

10 "F. Termination of One or More Contractors - In the event that COUNTY  
11 terminates this Agreement as to one or more CONSULTANTS, this Agreement shall stay in full  
12 force and effect as to the remaining CONSULTANTS. Termination of one or more  
13 CONSULTANT from this Agreement shall not terminate the Agreement as to the remaining  
14 CONSULTANTS."

15 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend  
16 the Agreement and that upon execution of this First Amendment, the First Amendment and the  
17 Agreement together constitutes the complete Agreement between the parties.

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

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

CONTRACTOR

COUNTY OF FRESNO

See Additional Signature Pages

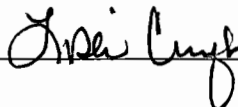
Attached

  
Sal Quintero, Chairperson of the Board of  
Supervisors of the County of Fresno

ATTEST:

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

By:



Deputy

FOR ACCOUNTING USE ONLY:

FUND: 1045

SUBCLASS: 10000

ORG No.: 8935

Account No.: 7295

1 By executing this signature page, CONTRACTOR becomes a signatory to the Agreement,  
2 dated July 10, 2018 and agrees that it is a party to the Agreement with the COUNTY and is  
3 bound by its terms.

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

5  
6 **CONTRACTOR**

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10 Paul Halajian Architects, President & Secretary

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12 Paul Halajian Architects  
13 389 Clovis Avenue, Suite 100  
14 Clovis, CA 93612  
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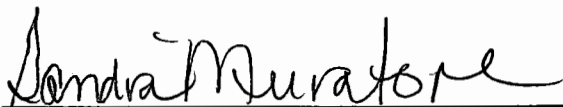
9 Steven Kodama, President & Secretary

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

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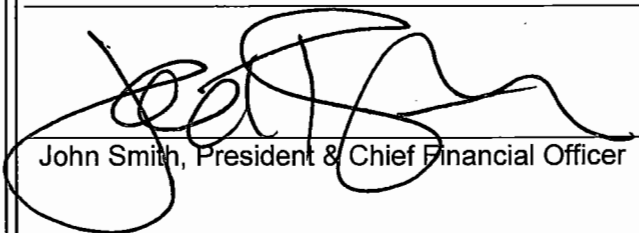
9 Sandra Muratore, sole proprietor of Muratore  
10 Associates

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12  
13 Muratore Associates  
14 5250 N. Sequoia Ave.  
Fresno, CA 93711

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10 John Smith, President & Chief Financial Officer

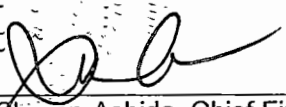
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12 SIM Architects  
13 7790 N. Palm  
14 Fresno, CA 93711  
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6 **CONTRACTOR**

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10 ~~Pate Mogensen, President~~ **CORPORATION SECRETARY**

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12 \_\_\_\_\_  
13 ~~Sharon-Ashida, Chief Financial Officer~~ **PRESIDENT**

14 Integrated Designs  
15 6011 N. Fresno St., Ste. 130  
16 Fresno, CA 93710  
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**PARTICIPATING CONSULTANTS**

<b>CONSULTANT NAME</b>	<b>ADDRESS</b>	<b>*GIVE &amp; RECEIVE NOTICES</b>
Integrated Designs	6011 N. Fresno St., Ste. 130 Fresno, CA 93710	Pete Mogensen (559) 436-0881 pmogensen@soman.com
Kodama Diseño, Inc	570 Tenth Street Oakland, CA 94607	Steven Y Kodama (510) 986-0696 skodama@kodamadisen.com
Muratore Associates	5250 N. Sequoia Ave. Fresno, CA 93711	Sandra Muratore Owner/Principal (559) 431-6879 sandra@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