

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS FIRST AMENDMENT TO SERVICE AGREEMENT (Amendment) made and entered into effective upon execution by both parties (the Effective Date), amends the Service Agreement (Agreement) between the CITY OF FRESNO, a California municipal corporation (City), and Sculpture Conservation Studio, Inc. (Service Provider), entered into on November 13, 2024, to provide art conservation services.

RECITALS

WHEREAS, pursuant to the Agreement for the Service Provider to provide art conservation services for several public artworks that have been damaged or are presently in poor condition since examined in 2019 in an amount not to exceed \$275,000 paid on the basis of the rates set forth in the schedule of fees and expenses; and

WHEREAS, the Agreement allows for modification in writing authorized by both Parties; and

WHEREAS, the both Parties desire and agree to amend the Agreement to remove the work as outlined in **Exhibit A**.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the aforesaid Agreement be amended as follows:

1. The recitals to this Amendment are incorporated herein and made a part of this amendment.
2. The not to exceed amount for the Agreement is reduced to \$252,000 to account for the reduction in work.
3. In the event of any conflict between the body of the Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Amendment, shall be null and void.
4. Except as otherwise provided herein, the Agreement entered into by the City and the Service Provider on November 13, 2024, remains in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

DocuSigned by:
By: *Georgeanne White* 4/21/2025
Georgeanne White,
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Signed by:
By: *Christine Charitar* 4/18/2025
Christine Charitar
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

DocuSigned by:
By: *Tina Your* 4/21/2025
Deputy

Addresses:

City:
City of Fresno
Attention: Clifford Traugh
Assistant Director
2101 G Street, Building A
Fresno, CA 93706
Phone: (559) 621-1150
E-mail: Clifford.Traugh@fresno.gov

Sculpture Conservation Studio, Inc.

DocuSigned by:
By: *Andrea Morse* 4/18/2025
Name: Andrea Morse

Title: owner, principal conservator
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____
Name: _____

Title: _____
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

Service Provider:

Sculpture Conservation Studio
Attention: Andrea Morse, President
1946 S. La Cienega Blvd
Los Angeles, CA 90034
Phone: (310) 839-5300
E-mail: sculpcns@gmail.com

Exhibit A – Scope of Services to be Removed

EXHIBIT A
SCOPE OF SERVICES TO BE REMOVED

The following work shall be removed from the Agreement:

1. Prometheus – Convention Center \$3,000
 - a. Work includes: research original sculpture photos and drawings to determine original design, build concrete base for sculpture on location, create framing to stabilize piece during re-assembly, re-assemble pieces to match original appearance.

2. The Pipes – Fulton Street \$20,000
 - a. Work includes: Dust, clean with Orvus detergent and rinse with distilled water, remove as many minerals as possible, touch up minor paint losses, attach all broken pieces to their original positions.