

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of _____, 2024, amends the Agreement entered into between the CITY OF FRESNO, a municipal corporation (City), and GAETKE MEDICAL CORPORATION, a California Medical Professional Corporation and 1582 LLC, a limited liability company (Consultant). The City and the Consultant are collectively referred to as the "Parties" in this Amendment.

RECITALS

WHEREAS, City and Consultant entered into an Agreement dated June 8, 2023, for medical services for Annual Fitness/Wellness Evaluations for the Fresno Fire Department sworn personnel (Project); and

WHEREAS, Consultant has completed satisfactory performance of all services required pursuant to this Agreement, but additional work was required for hazmat exam testing, which increased expenses; and

WHEREAS, City has expended all allotted funds in the amount of \$261,000. City now finds that additional funds in the amount of \$18,600 are necessary to pay for the increased services rendered, to which the \$18,600 will be covered by the allotted annual amount for Hazmat physicals; and

WHEREAS, City and Consultant now desire to enter into this First Amendment to modify the agreement to increase monetary consideration in the amount of \$18,600 for a total contract amount of \$279,600.

AMENDMENT

NOW, THEREFORE, the Parties agree that the Agreement is amended as follows:

1. The Consultant's sole compensation for satisfactory performance of all services required pursuant to this Agreement, including the additional services rendered for hazmat exam testing, shall be increased by \$18,600 for a total fee of \$279,600.
2. This Amendment shall become part of and subject to the terms and conditions of the Agreement, which except as modified herein, remains unchanged and in full force and effect. However, to the extent that the terms and conditions expressly set forth in this Amendment conflict with the terms and conditions of the Agreement, the terms and conditions expressly set forth in this Amendment will prevail. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings assigned to such terms in the Agreement.

By signing below, the undersigned certify that they have read and understand, and agree to be legally bound by this Amendment.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
a California municipal corporation

Gaetke Medical Corporation, a California
Medical Professional Corporation

By: _____
Georgeanne A. White
City Manager

DocuSigned by:
Wes Granstrom
By: _____
8BB0FC13C66D48A...
Name: Wes Granstrom

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: COO
(If corporation or LLC, Board Chair, Pres.
or Vice Pres.)

DocuSigned by:
Jennifer Wharton 2/13/2024
By: _____ Date
250AD6D4466E467...
Jennifer M. Wharton
Deputy City Attorney

1582, LLC
a Limited Liability Company
DocuSigned by:
Paul Granstrom
By: _____
A00E6968802844D...
Name: Paul Granstrom

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: Devin McGuire
Deputy Fire Chief
911 H Street
Fresno, CA 93721
Phone: (559) 621-4407
E-mail Devin.McGuire@fresno.gov

CONSULTANT:
1582, LLC.
Attention:
Paul Granstrom, President
1855 N. McCarran Blvd.
Sparks, NV 89431
Phone: (775) 846-3413
E-mail paul@1582exam.com

Attachment:
Original Consultant Services Agreement