

## SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 8 day of December, 2016, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and MOORE IACOFANO GOLTSMAN, INCORPORATED, a California corporation ("CONSULTANT").

### RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated September 15, 2015, for planning services for the 2015 Housing Element Update, ("Agreement");

WHEREAS, the Agreement was amended on April 21, 2016, to modify the scope of the work contained in the Agreement; and

WHEREAS, CITY and CONSULTANT now desire to increase the scope of work by requiring additional services and to extend the term of the Agreement.

### AGREEMENT

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

1. Scope of Services. CONSULTANT shall provide additional services as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

2. Compensation. CONSULTANT's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee not to exceed Thirteen Thousand, Five Hundred Dollars (\$13,500.00).

3. Term of Agreement and Time for Performance. The term of the Agreement shall be extended from December 31, 2016, to December 31, 2017, subject to any earlier termination in accordance with original Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. In the event of any conflict between the body of this 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 CITY and CONSULTANT, dated September 15, 2015, remains in full force and effect.

\* \* \* \*

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

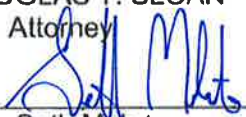
CITY OF FRESNO,  
a municipal corporation

By:   
Jennifer Clark, Director  
Development and Resource  
Management Department

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

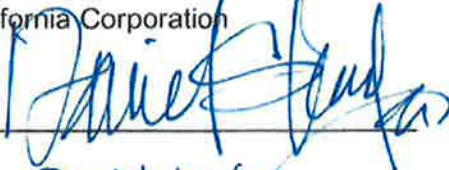
By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney


By:  12/8/16  
Seth Mehrten Date  
Deputy

Addresses:  
CITY:  
City of Fresno  
Attention: Sophia Pagoulatos,  
2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-8062  
FAX: (559) 498-1012

MOORE IACOFANO GOLTSMAN, INC  
a California Corporation

By:   
Name: Daniel Iacofano

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

By:   
Name: CHRISTOPHER J. BELMONT

Title: TREASURER / PRINCIPAL  
(If corporation or LLC, CFO,  
Treasurer, Secretary or Assistant  
Secretary)

REVIEWED BY:

By:   
Sophia Pagoulatos  
DARM, Planning Manager

CONSULTANT:  
Moore Iacofano Goltsman, Inc.  
Attention: Genevieve Sharrow,  
Project Manager  
537 S. Raymond Avenue  
Pasadena, CA 91105  
Phone: (626) 744-9872  
FAX: N/A

Attachment: Exhibit "A" - Additional Services Work Scope



MOORE IACOFANO GOLTSMAN, INC.

**AUTHORIZATION FOR ADDITIONAL SERVICES REQUEST**

**PROJECT NAME:** Fresno Housing Element  
**PROJECT LOCATION:** Citywide

**DATE:** December 6, 2016  
**JOB #** 13480

**CLIENT:** City of Fresno

**ADDRESS:** 2600 Fresno Street  
Fresno, CA 93721

**REQUEST # 2**

**MIG** hereby requests authorization to proceed with additional services as based on the following.

**Scope of Services:** (See Exhibit A: Scope of Work)

**Change in Fee: \$13,500**

<b>Original Fee:</b>	\$50,000
<b>Previous Additional Services Requests:</b>	\$17,000
<b>Current Adjusted Fee:</b>	\$67,000
<b>Current Additional Services Request:</b>	\$13,500
<b>New Adjusted Fee:</b>	\$80,500

**Payment**

**Schedule:** Per existing contract

**Approvals:**

**Moore Iacofano Goltsman, Inc.**

Date: 12/8/16

**Client:**

Signature  
Date: 12/8/16

**Moore Iacofano Goltsman, Inc**

Main Office:  
800 Hearst Avenue, Berkeley, CA 94710

MIG Pasadena:  
537 S. Raymond Avenue, Pasadena, CA  
91105

## **Exhibit A: Additional Services Work Scope**

This additional services scope of work, provided at the request of the City of Fresno, will support an Amendment to the 2016 adopted Housing Element. When the adopted Housing Element was reviewed by the State Housing and Community Development Department (HCD), the agency provided additional comments and requested revisions. The Additional Services, as outlined below, will address those comments and revisions. The Additional Services will be billed on a time-and-materials basis, not to exceed \$13,500. If certain tasks in this Work Scope require more effort than originally anticipated, MIG in consultation with City staff may revise or remove scope and budget from other tasks within this scope of services.

### **Task 1 - Project Ongoing Coordination**

MIG project manager Genevieve Sharrow will conduct regular phone calls with City staff, as needed, to ensure project coordination and to support close collaboration. These calls will allow the team to review project status and to discuss issues, documents, and plan presentations.

### **Task 2 - Hearings**

MIG staff will attend up to two public hearings for adoption of the Amendment to the Housing Element. MIG will prepare the PowerPoint presentation for those hearings.

### **Task 3 – Housing Element Amendment Revisions and HCD and Commenters Coordination**

This task involves additional revisions to the Housing Element Amendment based on public comments received during the public review period, and provides ongoing coordination with HCD to review the City's Amendment to the Housing Element. MIG will assist with responses to comments as applicable and as requested by the City. Following public review of the draft Amendment, MIG will:

- Consult with HCD staff regarding proposed changes to text associated with the HCD comment letter and public input, and
- Submit a draft Amendment to the 2015-2023 Housing Element to HCD for State review of compliance with State Housing Element laws.

As necessary, MIG will revise the Housing Element to respond to additional HCD comments and will prepare a final Housing Element Amendment for City Council consideration.

Subsequent to City Council adoption, MIG will consult with HCD staff regarding any changes to text required by the City Council, and will submit a final, adopted Amendment to the 2015-2023 Housing Element to HCD for State certification of compliance with State Housing Element laws.

For each submittal to HCD, MIG will provide one printed copy of the Housing Element and one CD containing the Housing Element as an electronic file. MIG will be responsible for transmitting these deliverables to HCD directly.