

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this _____ day of June, 2020, is entered into between the CITY OF FRESNO, a California municipal corporation (CITY), and Kosmont and Associates, Inc., a California corporation, dba Kosmont Companies (CONSULTANT).

RECITALS

WHEREAS, the CITY and CONSULTANT entered into an agreement dated June 5, 2019 (the Agreement), for CONSULTANT to provide professional feasibility evaluation services for Tax Increment Financing (TIF), Enhanced Infrastructure Financing District (EIFD) and Community Revitalization and Investment Authority (CRIA) formation (Project); and

WHEREAS, the CITY and CONSULTANT amended the Agreement on September 25, 2019 (the First Amendment), to revise the scope, timeline for performance, and CONSULTANT's compensation; and

WHEREAS, the CITY and CONSULTANT now desire to amend the Agreement to provide additional compensation to CONSULTANT as contingency funds for unanticipated tasks related to the First Amendment.

AMENDMENT

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

1. Five Thousand Dollars (\$5,000) shall be added to the total compensation allowed under the First Amendment, to account for miscellaneous tasks associated with the Project, bringing the budget and balances of services rendered and required pursuant to the First Amendment to a total fee not to exceed \$90,000.

3. 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.

4. Should any term or condition 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 shall prevail.

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF FRESNO,
a California municipal corporation

Kosmont & Associates, Inc., dba Kosmont
Companies,
a California corporation

By: _____
Nelson Esparza,
District 7 Councilmember

By: _____
Name: Ken K. Hira
Title: President

APPROVED AS TO FORM
DOUGLAS T. SLOAN
City Attorney

By: _____

By: _____
Raj Singh Badhesha Date
Senior Deputy City Attorney

Name: _____

Title: _____
(CFO, Treasurer, Secretary or Assistant
Secretary)

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

By: _____
Deputy

Addresses:

CITY:
City of Fresno
Attention: Councilmember Nelson
Esparza,
District 7
2600 Fresno St. Room 2097
Fresno, CA 93721
Phone: (559) 621-8000
FAX: (559) 498-2541

CONSULTANT:
Kosmont Companies
Attention: Mark Persico,
Chief Operating Officer
1601 N Sepulveda Blvd #382
Manhattan Beach, CA 90266
Phone: 424-297-1070
FAX: 424-286-46

