

## FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this \_\_\_\_ day of October, 2016 amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and Family Healing Center, a California nonprofit corporation ("CONSULTANT").

### RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated July 1, 2015, for professional forensic interview services for the purpose of assisting victims of sexual assault, child abuse, and domestic violence ("Agreement"); and

WHEREAS, the Agreement expired July 1, 2016; and

WHEREAS, Section 2 of the Agreement set forth the CITY may extend the Agreement for two one-year terms; and

WHEREAS, CITY and CONSULTANT now desire to extend the Agreement for a one-year term.

### 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. The term of the Agreement is amended to expire June 30, 2017.
2. CONSULTANT shall provide services as set forth in the Agreement (detailed in Attachment "A" to the Agreement), at the same compensation amounts and terms set forth in the Agreement. Accordingly, 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 \$35,000.
3. Prior to executing this Amendment, CONSULTANT shall provide CITY with updated insurance documents as set forth in the Agreement for the term of this Amendment.
4. 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.

5. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated July 1, 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

Family Healing Center, Inc.  
a California nonprofit corporation,


\_\_\_\_\_  
Jerry P. Dyer, Chief  
Police Department

By: 

Name: DENISE WYATT

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

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By: 

Name: KEN W. SAVAGE

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

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

APPROVED AS TO FORM:  
DOUG SLOAN  
City Attorney

REVIEWED BY:

By:   
Amanda B. Freeman, Deputy

\_\_\_\_\_  
[Name]  
[Title]

Addresses:  
CITY:

CONSULTANT: Family Healing Center

City of Fresno  
Attention: \_\_\_\_\_  
2223 G. St.  
Fresno, CA. 93721-3623  
Telephone No. 559-\_\_\_\_\_  
FAX. 559-\_\_\_\_\_

Attention: Denise Wyatt, Director  
7025 N. Chestnut #102  
Fresno, CA 93720

Telephone No. 559-840-1012