

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of _____, 2016, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and Moore locaofano Goltsman, a California corporation ("CONSULTANT").

RECITALS

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

CITY and CONSULTANT now desire to modify the scope of work, therein, by requiring additional services.

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. CONSULTANT shall provide additional services as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. CONSULTANT's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$17,000.00.
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.

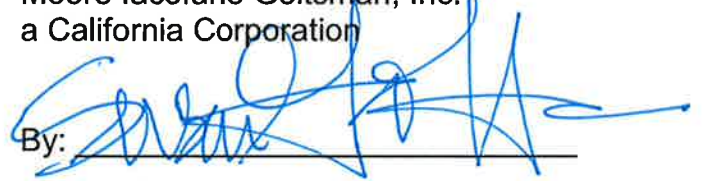
* * * *

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

Moore Iacofano Goltsman, Inc.
a California Corporation

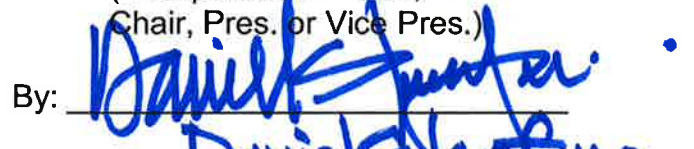
By: _____
Jennifer Clark, Director
Development and Resource
Management Department

By: 

Name: SUSAN GOLTSMAN

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 

Name: Daniel Iacofano

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

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

REVIEWED BY:

By:  4/14/16
Brandon M. Collet Date
Deputy

By: _____
Sophia Pagoulatos
Public Works Dept., Planning
Manager

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

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: Attachment "A"



MOORE IACOFANO GOLTSMAN, INC.

AUTHORIZATION FOR ADDITIONAL SERVICES REQUEST

PROJECT NAME: Fresno Housing Element
PROJECT LOCATION: Citywide

DATE: April 11, 2016
JOB # 13480

CLIENT: City of Fresno

ADDRESS: 2600 Fresno Street
Fresno, CA 93721

REQUEST # 1

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: \$17,000

Original Fee:	\$50,000
Previous Additional Services Requests:	--
Current Adjusted Fee:	--
Current Additional Services Request:	\$17,000
New Adjusted Fee:	\$67,000

Payment Schedule: Per existing contract

Approvals:

Moore Iacofano Goltsman, Inc.

Client: _____

Candlyn M. Verheyen

Signature

Date: 4-13-16

Date: _____

Moore Iacofano Goltsman, Inc

Main Office:
800 Hearst Avenue, Berkeley, CA 94710

MIG Fullerton:
801 N. Harbor Boulevard, Fullerton, CA 92832

MIG Davis:
613 G Street, Davis, CA 95616

MIG Portland:
815 SW 2nd Avenue, #200, Portland, OR 97204-3022

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

MIG Eugene:
199 E. 5th Avenue, Suite 33, Eugene, OR 97401

Exhibit A: Additional Services Work Scope

City of Fresno

Housing Element

MIG Additional Scope of Services

This additional services scope of work is provided at the request of the City of Fresno, due to the increasing complexity and length of the Housing Element project. As a result, the Housing Element is currently in a round of additional review with State Housing and Community Development Department; the original scope assumed only one round of review. Additional Services as outlined below will be billed on a time-and-materials basis, not to exceed \$17,000.

All tasks are to be completed on a time-and-materials basis, not to exceed the contract amount. If certain tasks in this Work Scope are identified by the City to require more effort, scope and budget will be removed from other tasks.

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 public hearings for adoption of the Draft Housing Element. MIG will prepare the PowerPoint presentation and attend up to three public hearings.

Task 3 –Expertise/Assistance

MIG staff is available to provide Housing Element expertise as requested by the City. This task does not assume attendance at any in-person meetings.

Task 4 – HCD and Commenters Coordination

This task involves ongoing coordination with HCD to review the City's Draft Housing Element for consistency with State housing element law. As necessary, MIG will provide HCD with requested supplemental data or information on proposed programs, policies and strategies to meet the RHNA.

MIG will assist with responses to comments as applicable and as requested by the City. 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 2015-2023 Housing Element to HCD for State certification of compliance with State Housing Element laws. For 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.