

## **SEVENTH AMENDMENT TO AGREEMENT**

THIS SEVENTH AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the \_\_\_ day of June 2019, between the CITY OF FRESNO, a California municipal corporation (CITY), and INTERWEST CONSULTING GROUP (Consultant).

### **RECITALS**

WHEREAS, the City and the consultant entered into an agreement dated February 23, 2015 (Agreement) to provide professional residential plan review services for Building and Safety Division customer projects (Project); and

WHEREAS, the City and the Consultant entered into a First amendment, dated October 1, 2015; and

WHEREAS, the City and the Consultant entered into a Second Amendment, dated June 30, 2016; and

WHEREAS, the City and the Consultant entered into a Third Amendment, dated December 15, 2016, to increase the Consultant's total compensation and extend the term of the Agreement; and

WHEREAS, the City and the Consultant entered into a Fourth Amendment, date January 1, 2018, to extend the Agreement to June 30, 2018; and

WHEREAS, the City and the Consultant entered into a Fifth Amendment, dated July 1, 2018, to extend the term of the Agreement to December 31, 2018; and

WHEREAS, the City and Consultant entered into a Sixth Agreement, dated \_\_\_\_, to increase the Consultant's compensation b \$50,000 and extend the term of the Agreement to June 30, 2019; and

WHEREAS, the City and the Consultant intend to enter into this Seventh Amendment to extend the term of the Agreement to September 30, 2019; and

WHEREAS, with entry into this Amendment, the Consultant agrees it has no claim, demand, or dispute against the City.

### **AGREEMENT**

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. The project performance period shall be extended until September 30, 2019;

2. 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 of 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;
3. Except as otherwise noted herein, the Agreement entered into by the City and Consultant, dated February 23, 2015, and amended on October 1, 2015; June 30, 2016; December 15, 2016; January 1, 2018; and July 1, 2018 remain in full force and effect.


[Signatures follow on the next page.]

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

INTERWEST CONSULTING GROUP,  
INC.

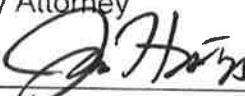
By: \_\_\_\_\_  
Jennifer Clark  
DARM Director

By:   
Name: Terry S. Rodrigue

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

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:   
Name: Debra Thorson

By:  5-31-19  
John Hastrup Date  
Deputy City Attorney

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

ATTEST:  
Yvonne SPENCE, MMC  
City Clerk

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

Addresses:  
CITY:  
City of Fresno  
Attention: Summer Cecil  
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Fresno Ca 93721-3604  
Phone: (559) 621-8094

CONSULTANT:  
Interwest Consulting Group  
Attention: Ron Beehler, President  
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