

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into effective the ____ day of September 2022, between the CITY OF FRESNO, a California Municipal corporation (City) and JSA INSPECTIONS, a California sole proprietorship (Consultant).

WHEREAS, the City and the consultant entered into an agreement dated March 10, 2022, (Agreement) to provide professional services to include inspection and testing of potentially hazardous materials (lead based paint and asbestos containing materials) as well as supervision of removal of hazardous materials services for demolitions on an emergency basis due to fire, inclement weather, or other circumstance that renders a building hazardous to the neighborhood and any persons entering the building (Project); and

WHEREAS, the City and the Consultant intend to enter into this First Amendment to extend the term of the Agreement to February 10, 2023; 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 Agreement be amended as follows:

1. The Agreement will be extended until February 10, 2023.
2. In the event of any conflict between the body of this Amendment and any exhibit or attachment hereto, the terms and conditions of this Amendment shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms of 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 the Amendment, shall be null and void;
3. Except as otherwise noted herein, the Agreement entered into by the City and Consultant dated March 10, 2022, remains 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 California municipal corporation

JSA INSPECTIONS,
A California sole proprietorship

By: _____
Rina M. Gonzales,
Interim City Attorney

By: _____

Name: _____

APPROVED AS TO FORM:
RINA M GONZALES
Interim City Attorney

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

By: _____
Brandon M. Collet Date
Supervising Deputy City Attorney

By: _____

Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____

Deputy

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

Addresses:

CITY:
City of Fresno
Attention: Erica M. Camarena, Chief
Assistant City Attorney
2600 Fresno Street, Room 2031
Fresno, CA 93721
Phone: (559) 621-7500
FAX: (559) 457-1084

CONSULTANT:
JSA Inspections
Attention: Jesus Sustaita, Owner
P.O. Box 28058
Fresno, CA 93729
Phone: (559) 475-0593
FAX: