

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of _____, 20__, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and Interwest Consulting Group, a Corporation ("CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated February 23, 2015 for professional plan check review services for Building and Safety Division customer projects, ("Agreement"); and

WHEREAS, CITY and CONSULTANT entered into a First Amendment, dated October 1, 2015 ("First Amendment"); and

WHEREAS, it was subsequently determined that additional time and services would be required to support the Plan Review process; and

WHEREAS CITY and CONSULTANT now desire to extend the term of the agreement past December 31, 2016 to December 31, 2017 for additional services and increase the maximum fee to \$150,000.

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 shall be extended to December 31, 2017.
2. The fee as referenced in Exhibit B (First Amendment) of \$50,000 shall be increased by an additional \$100,000 for a fee not to exceed \$150,000.
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 February 23, 2015, and the First Amendment, dated October 2, 2015, remain 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

Interwest Consulting Group,
a Corporation

By: _____
Jennifer Clark
Director
Development Department

By: _____
Name: Terry J. Rodrigue

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Name: Debra Therson

By: _____
Deputy

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Brandon M. Collet 6/21/16
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: Brian Leong
Building and Safety Manager
2600 Fresno Street, Room 3043
Fresno, CA 93721-3604
Phone: (559) 621-8094

CONSULTANT:
Interwest Consulting Group
Attention: Ron Beehler
Structural Engineer
1613 Santa Clara Drive, Suite 100
Roseville, CA 95661
Phone: (916) 204-3178

Attachment
Exhibit "A" (Agreement)
Exhibit "B" (First Amendment to Agreement)