

**AMENDMENT NO. 1 TO AGREEMENT
FOR CONSULTING SERVICES BETWEEN
THE CITY OF FRESNO AND UNISON CONSULTING, INC.**

THIS AMENDMENT NO. 1 TO AGREEMENT ("Amendment"), is made and entered into effective May 18, 2017, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Unison Consulting, Inc., an Illinois corporation, (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into an agreement, April 25, 2016, incorporated herein (hereinafter referred to as the "Agreement"), for services related to amending and preparing a Passenger Facility Charges application for submittal to the Federal Aviation Administration (FAA); and

WHEREAS, CITY and CONSULTANT now desire to modify the Agreement by expanding the scope of services as set forth within, and providing additional compensation to CONSULTANT; and

WHEREAS, the parties also desire to extend the Term of the Agreement for such additional services.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Section 2 of the Agreement is deleted and replaced with the following:

"Term of Agreement. This Agreement shall be effective through the complete rendition of required services. The services of CONSULTANT as described in Exhibit A are to commence upon City's issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion."

2. Section 3(a) of the Agreement is deleted and replaced with the following:

"CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of \$120,000.00. Such fee shall include all expenses incurred by CONSULTANT in performance of the services, including travel expenses."

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.

4. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated April 26, 2016, remains in full force and effect.

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IN WITNESS WHEREOF, the respective party's authorized agents have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

By: _____
Kevin R. Meikle
Director of Aviation
Airports Department

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN,
City Attorney

By: _____
Amanda B. Freeman, Deputy

REVIEWED BY: _____
Lino Del Signore
Finance & Business Development Mgr.
Airports Department

Addresses:
CITY:
City of Fresno – Airports Department
Attention: Lino Del Signore
Finance & Business Development Mgr.
4995 East Clinton Way
Fresno, CA 93727
Phone: (559) 621-4500

UNISON CONSULTING, INC.
An Illinois Corporation

By: _____
Name: Anthony Q. Drake

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

By: _____
Name: Gregory V. Chappell

Title: Chief Financial Officer
(if corporation or LLC, CFO,
Treasurer, Secretary, Assistant Secretary)

CONSULTANT:
Unison Consulting, Inc.
Donald C. Arthur
President
409 West Huron, Suite 400
Chicago, IL 60654
Phone: (312) 988-3360