

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR
BOND PROGRAM MANAGEMENT SERVICES FOR MEASURE GG**

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this 16th day of April, 2020, by and between the **CARDIFF SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and **PETERSON CONSULTING, INC.** ("Consultant") .

RECITALS

A. On or about February 13, 2017, the District and Consultant entered into a Professional Services Agreement (the "Agreement") with Consultant for the provision of Bond Program Management Services for Measure GG, the District's general obligation bond passed by voters in 2016; and

B. The scope of services set forth in the Agreement originally contemplated services associated with the Cardiff School Reconstruction Project ("Project") based on a planned schedule for the Project and corresponding term of the Agreement of three (3) years.

C. The Project has required substantial additional services from the Consultant associated with addressing adjacent neighbor opposition, including support in obtaining local, state, and federal approvals for the Project, as well as with the legal challenge filed against the Project, which has also resulted in a significant delay to the Project schedule.

D. In light of these issues, the District and Consultant have negotiated the time and cost impacts of these additional services and the delay to the Project schedule in order to amend the Agreement to address these issues in accordance with Section 10.17 of the Agreement, which permits the District and Consultant to amend the terms and conditions of the Agreement upon mutual written agreement of the Parties; and

E. The District and Consultant now desire to amend the Agreement to explicitly memorialize the mutually agreed upon extension of the schedule and Project duration..

AGREEMENT

NOW, THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

First Amendment Terms.

1. The Agreement is hereby amended as follows:
 - a. The Parties have agreed that the Agreement shall be amended to incorporate and compensate the Consultant for all of the additional consulting services and extension to the Project Schedule including, but not limited to, addressing adjacent neighbor opposition, support in obtaining local, state, and federal approvals for the Project, and assistance with the legal challenge filed against the Project. The Parties have mutually agreed that based on the additional services provided to

date and those that will be required in light of the current Project schedule shall entitle the Consultant to additional compensation in the total amount of \$339,000.

- b. The Parties have further agreed that the Consultant shall continue to bill and invoice the District in the same manner as described in the Agreement and in the same monthly amount of \$11,333 set forth therein, unless otherwise mutually agreed to by the Parties in writing.
 - c. The Parties have further agreed that the Agreement shall be extended for up to thirty (30) months or until the total compensation amount has been met.
- 2. This First Amendment shall only be effective upon the execution by both the District and Consultant.
 - 3. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 - 4. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the Agreement for Professional Services, as of the month, day and year first above written.

CARDIFF SCHOOL DISTRICT

PETERSON CONSULTING, INC.]

By: _____

By: _____

Name: Jill Vinson

Name: Randal L. Peterson

Title: Superintendent

Title: Bond Program Manager