

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT BY AND BETWEEN GLASS ASSOCIATES, INC.
AND KENSINGTON POLICE PROTECTION COMMUNITY
SERVICE DISTRICT**

This First Amendment to the Professional Services Agreement (“First Amendment”) dated for reference purposes as November 30, 2018, by and between Glass Associates, Inc (“Consultant”) and Kensington Police Protection Community Service District (“Kensington”), a special district organized and existing under the laws of the State of California.

RECITALS

This First Amendment is made with reference to the following facts and circumstances:

- A. Kensington and Consultant entered into a Professional Services Agreement on April 27, 2017 for architectural and project management services for alterations to the Kensington Community Center (“Original Agreement”). The Original Agreement expires on November 30, 2018.
- B. Based on the current project schedule, Kensington and Consultant have mutually agreed to extend the term of the Original Agreement to accomplish the Scope of Services through the completion of construction.
- C. Consultant has incurred additional expenses associated with the production of the bid specification package and as such, has requested additional compensation to cover the actual costs incurred.
- D. The proposed First Amendment would extend the Agreement for commencing on December 1, 2018 and terminating on December 31, 2019.
- E. Kensington and Consultant therefore seek to enter into this First Amendment upon the basis of the terms, covenants and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and the Operator agree as follows:

1. **Term and Termination.** Section 4.1 of the Original Agreement is deleted in its entirety and replaced with the following:

"The initial term of this Agreement began on April 27, 2017 and terminates on November 30, 2018. The First Amendment extends the term from December 1,

2018 through December 31, 2019 (the "Extended Agreement Term).

2. **Compensation.** Section 2.1 of the Original Agreement is modified as follows:

“Consultant’s total compensation shall not exceed One Hundred Fifty-Seven Thousand and Four Hundred Dollars and No Cents (\$157,400.00).

3. **Exhibit A.** Exhibit A “Proposal for Architectural Services” Fee Section (page 5 of 8), Item 2 for Reimbursable Allowances is modified from \$1,500 to \$6,000 to reflect an increase in actual expenses paid out for costs associated with the bid specification package.

4. **Miscellaneous.** The following miscellaneous provisions apply to this First Amendment:

a. **Incorporation.** This First Amendment constitutes a part of the Original Agreement and any reference in any document to the Original Agreement as amended hereby.

b. **Ratification.** To the extent of any inconsistency between this First Amendment and the Original Agreement, the provisions contained in this First Amendment shall control. Except as otherwise amended hereby, all terms, covenants, conditions and provisions of the Original Amendment shall remain in full force and effect.

c. **Successors and Assigns.** This First Amendment shall be binding upon and inure to the benefit of the successors and assigns.

d. **Counterparts.** This First Amendment may be executed in any number of counterparts, all of which, together, shall constitute the complete original agreement.

e. **Governing Law; Venue.** This First Amendment shall be governed by and construed in accordance with the laws of the State of California. The parties agree that all actions or proceedings arising directly or indirectly under the First Amendment shall be litigated in courts located within the County of Contra Costa, State of California.

5. **Integration.** This First Amendment contains the entire agreement between the parties with respect to the subject matter of this First Amendment. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded by this First Amendment. No prior drafts of this First Amendment or changes from those drafts to the executed version of this First Amendment shall be introduced as evidence in any litigation or other dispute resolution proceeding by either party or any other person, and no court or other body shall consider those drafts in interpreting this First Amendment.

IN WITNESS WHEREOF the parties have executed this First Amendment to the Professional Services Agreement as of the date first above written.

KENSINGTON POLICE
PROTECTION COMMUNITY
SERVICE DISTRICT, a California
Special District

GLASS ASSOCIATES, INC,
A California corporation

By _____

By _____

Approved as to form

Approved as to form

General Counsel for District

Counsel for Consultant