

**FIRST AMENDMENT TO THE PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND  
NICHOLS-MELBURG & ROSSETTO, AIA & ASSOCIATES, INC.**

This First Amendment is entered into between the County of Shasta, through its Health and Human Services Agency ("HHSA"), a political subdivision of the State of California ("County") and Nichols-Melburg & Rossetto, AIA & Associates, Inc. ("Consultant").

**RECITALS**

WHEREAS, County and Consultant have previously entered into an agreement on May 1, 2018, to provide a Space Needs Assessment ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to increase the Responsibilities of Consultant to provide additional space needs assessments as described herein and to increase the amount of Compensation payable to Consultant as described herein, in an amount not to exceed \$264,000 ("First Amendment"); and

WHEREAS, County and Consultant desire to amend the Agreement to extend the Term of the Agreement to December 31, 2019; and

WHEREAS, the Original Agreement and the First Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 2 of the Agreement entitled "RESPONSIBILITIES OF CONSULTANT" is amended by adding the following:

C. Pursuant to the terms and conditions of this agreement, Consultant shall:

(1) **Overall Shasta County Campus Master Plan:**

Develop a conceptual master plan for the downtown campus of County land bordered on the north by Shasta Street, on the south by South Street, on the east by Court Street and on the west by West Street. Include:

- a. review site circulation,
- b. review of current and future building usage, and
- c. parking analysis.

Deliverables will include: conceptual level site plans and floor plans as required to explain the conceptual designs.

- (2) **Shasta County Jail Master Plan / Feasibility Study:**  
Develop conceptual expansion options for the Shasta County Jail. Include:
- a. conceptual design of a remodel of the Jail to convert the Justice Center portion to inmate housing,
  - b. conceptual design of enlarging the existing Kitchen into other areas of the basement,
  - c. conceptual design of an addition to the north side of the Jail including impacts and modifications to the existing Jail. ,
  - d. conceptual design of an addition to the east side of the Jail including impacts and modifications to existing Jail, and
  - e. conceptual level cost estimates for each alternative.

Deliverables will include: conceptual level site plans, floor plans, three dimensional computer mass models as required to explain the conceptual designs, and conceptual level cost estimates.

- (3) **Courthouse / Old Jail Master Plan Feasibility Study:**  
Develop conceptual options for use of the County's courthouse facility after the new courthouse is constructed. Include:
- a. develop alternatives for one or more County departments to utilize this site,
  - b. parking analysis and conceptual level site plans and floor plans showing up to three alternatives for organization of the parking, and potential expansion of parking,
  - c. conceptual level floor plans showing up to four alternatives for organization of the building, and potential locations for expansion and/or demolition of existing buildings, and
  - d. conceptual level cost estimates for each alternative.

Deliverables will include: conceptual level site plans and floor plans as required to explain the conceptual designs, and conceptual level costs estimates.

- (4) **1855 Placer Street Building Master Plan / Feasibility Study:**  
Shasta County Department of Public Works and Resource Management Departments are currently occupying 1855 Placer Street, an adjacent undeveloped lot and a developed parking lot across Sacramento Street. Develop conceptual remodel and expansion options for these departments. Include:
- a. develop architectural program identifying existing and future needs for both departments,
  - b. parking analysis and conceptual level site plans showing up to three alternatives for organization of the parking, and potential expansion of parking,
  - c. conceptual level floor plans showing up to four alternatives for organization of the building and potential locations for expansion of the existing buildings, and
  - d. conceptual level cost estimates for each alternative.

Deliverables will include: conceptual level site plans and floor plans as required to explain the conceptual designs, and conceptual level cost estimates.

II. Section 4 of the Agreement entitled "COMPENSATION" is amended by replacing subsection D in its entirety to read as follows:

D. Compensation for each portion of the work described in Section 2, "Responsibilities of Consultant" shall not exceed the following amounts:

(1)	Subsection A	\$132,500.00
(2)	Subsection C, (1)	\$15,000.00
(3)	Subsection C, (2)	\$50,000.00
(4)	Subsection C, (3)	\$22,500.00
(5)	Subsection C, (4)	\$20,000.00
(6)	Contingency/Additional Services	\$24,000.00

Compensation for the services described in this agreement is the sum of the compensation for each portion listed above. Item (6), "Contingency/Additional Services" shall only be available if separately authorized in writing as a minor amendment pursuant to Section 8, Subsection B of this agreement. In no event shall total compensation paid to Consultant pursuant to this agreement exceed \$264,000.00.

III. Section 6 of the Agreement entitled "TERM OF AGREEMENT" is amended by replacing the first sentence to read as follows: "This agreement shall commence as of the last date it has been signed by both Parties and shall end December 31, 2019."

IV. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

V. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

VI. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

\_\_\_\_\_  
LES BAUGH, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

By: Alan B. Cox 8/30/19  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: James Johnson 08/22/18  
Risk Management Analyst III

Date: 8/29/2018

Date: 8/29/18

**CONSULTANT**

By: Kyle Matti  
Kyle Matti, Vice President

By: Les Melburg  
Les Melburg, Secretary

Tax I.D. #: \_\_\_\_\_ On file