

## AMENDMENT NUMBER 1 TO AGREEMENT

THIS AMENDMENT ("Amendment") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between SHELBY COUNTY GOVERNMENT, hereinafter referred to as ("COUNTY") and Evans Taylor Foster Childress Architects, P.C., hereinafter referred to as ("CONSULTANT").

WHEREAS, the parties previously entered into an agreement ("Agreement") dated June 15, 2016 for the renovation of the Criminal Justice Center at 201 Poplar Avenue; and

WHEREAS, the parties desire to enter into this Amendment Number 1 so as to initiate design development through construction administration phases of the project.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Section II of the Agreement entitled Term and Compensation is hereby amended to include the Fee for the services as outlined within CONSULTANT's **Proposed Architectural/Engineering Design Fee** (Section 3.at subsection C) which is attached hereto as Exhibit A and incorporated herein by reference as if stated verbatim.
2. The total cost for this Amendment Number 1 shall not exceed One Million One Hundred Fifty Thousand and Fifty Seven (\$1,150,057.00) Dollars payable in accordance with the terms of the Agreement.
3. CONSULTANT shall not be permitted or authorized to incur costs beyond the extent that purchase orders have been issued during the term of the Original Contract, this Amendment and/or subsequent to the termination date of the preceding without prior, expressed written authorization pursuant to County Purchasing Policies and Procedures. The County is not obligated to pay nor shall CONSULTANT be entitled to receive payment for fees and expenses incurred in violation of this provision.

4. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

**APPROVED AS TO FORM  
AND LEGALITY:**

**SHELBY COUNTY GOVERNMENT**

\_\_\_\_\_  
Contract Administrator/  
Assistant County Attorney

\_\_\_\_\_  
Mark H. Luttrell, Jr., Mayor

**EVANS TAYLOR FOSTER CHILDRESS ARCHITECTS, P.C.**

BY: Michael Childress  
TITLE: Principal

CORPORATE ACKNOWLEDGMENT

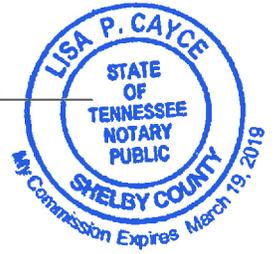
STATE OF Tennessee

COUNTY OF Shelby

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Michael Childress, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the Contract, the within named bargainor, a corporation, and that he as such principal, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Michael Childress.

WITNESS my hand and official seal at office this 3rd day of June, 2016.

*Lisa P. Cayce*  
Notary Public



My Commission Expires: March 19, 2019