

**SECOND AMENDMENT TO AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 20___, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and RSG, Inc., a California Corporation, (“Consultant”).

WHEREAS, City is undertaking a project seeking assistance in evaluating options to expend affordable housing monies in the Low and Moderate Income Housing Asset Fund; and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated August 16, 2021; and,

WHEREAS, City and Consultant have previously amended said Agreement on July 1, 2023 to extend the Term of Performance to allow additional time to expend all of the funds; and

WHEREAS, City and Consultant expended most of the funds due to increased agreements and still need to complete the Housing Successor Annual Report and various other agreements within the scope of work this fiscal year; and

WHEREAS, City and Consultant need an additional \$45,000 to complete said work through the end of the Fiscal Year; and

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 23, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

“SECTION 23. ADDITIONAL COMPENSATION.
City shall pay to Consultant the not to exceed additional sum of Forty-Five Thousand Dollars (\$45,000.00) for a total contract amount not to exceed Two Hundred Thirty-Seven Thousand Sixty Dollars (\$237,060.00) in accordance with the rates set forth on Exhibit ‘A’ to the Agreement.”

2. Except as herein amended, the Agreement dated August 16, 2021 and First Amendment dated July 1, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Craig Cornwell 12-13-2023
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
RSG, INC.,
A California Corporation

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: 17872 Gillette Ave.,
Suite 350
Irvine, CA 92614

TELEPHONE: (714) 541-4585

FAX: (714) 541-1175

E-MAIL: _____