

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST 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 GVP Ventures, Inc. dba Bob Murray & Associates, a California Corporation, whose address of record is 1544 Eureka, Rd, Suite 280, Roseville, CA 95661 (“Consultant”).

WHEREAS, City is undertaking a project to conduct a City Manager Recruitment; and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated December 5, 2022; and,

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional services, time of performance, term, and compensation in connection with the City Manager Recruitment.

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

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

“SECTION 23. ADDITIONAL SCOPE OF SERVICE.
Consultant will conduct a recruitment for City Manager as outlined in the proposal to the City dated March 9, 2023, attached hereto as Exhibit ‘1’.”

2. Section 24, “ADDITIONAL TIME OF PERFORMANCE,” is hereby added to the Agreement to read as follows:

“SECTION 24. ADDITIONAL TIME OF PERFORMANCE. All of the work outlined in the Additional Scope of Service shall be completed in accordance with the Schedule outlined in Exhibit ‘1’ attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this

Agreement, the City and the Consultant may change the requirements is said Schedule.”

3. Section 25, “ADDITIONAL TERM OF AGREEMENT,” is hereby added to the Agreement to read as follows:

“SECTION 25. ADDITIONAL TERM OF AGREEMENT. The term this Agreement regarding City Manager Recruitment, as outlined in Exhibit ‘1’ shall commence upon the day first above written and end on December 31, 2023.”

4. Section 26, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

“SECTION 26. ADDITIONAL COMPENSATION. Payment by the City to the Consultant for actual services rendered under this Agreement, as contained in Exhibit ‘1’, shall be made upon presentation of an invoice detailing services performed under the Additional Scope of Services, in accordance with the fee schedule set forth in Exhibit ‘1’ attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Additional Scope of Services in Exhibit ‘1’ within the compensation amount set forth in Exhibit ‘1’. For Consultant’s services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Forty-Three Thousand Dollars (\$43,000.00), including expenses as approved by the City Manager.”

5. Except as herein amended, the Agreement dated December 5, 2022, shall remain in full force and effect.

[Remainder of this Page was Intentionally Left Blank]

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

Laurie
Avedisian-
BY: Favini 3/24/23
City Attorney Date

Digitally signed by Laurie
Avedisian-Favini
DN: CN = Laurie Avedisian-Favini
email = lfavini@lozanosmith.com
C = US O = Lozano Smith
Date: 2023.03.24 10:35:34 -
07'00'

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
GVP VENTURES, INC. dba BOB
MURRAY & ASSOCIATES, a
California corporation

BY: _____
(Signature)

_____ Valarie Gaeta Phillips _____
(Typed Name)

Its: _____ President _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 47-1050108

ADDRESS: 1544 Eureka Rd., Ste 280
Roseville, CA 95661

TELEPHONE: 916-784-9080

FAX: 916-784-1985

E-MAIL: valeriep@bobmurrayassoc.com