

**FIRST AMENDMENT TO THE AGREEMENT DATED _____ 2017,
BETWEEN THE CITY OF MERCED AND THE LEW EDWARDS GROUP
TO PROVIDE LEAD PROJECT, COMMUNICATIONS AND POTENTIAL
MEASURE PREPARATION SERVICE/S**

THIS FIRST AMENDMENT TO THE AGREEMENT ("First Amendment") dated _____, 2017, is made effective this _____ day of December 2017, by and between the City of Merced, a California Charter Municipal Corporation, (hereinafter referred to as "City") and the Lew Edwards Group (hereinafter referred to as "LEG").

WHEREAS, the LEG is a highly experienced professional firm providing lead project, communications and ballot measure preparation services to California cities; and

WHEREAS, since September 2017, LEG has previously provided comprehensive project management and assessment services to the City to support opinion research needs related to identifying public safety priorities of the public; and

WHEREAS, the City desires to continue to receive preparatory and communications services related the City of Merced's ongoing effort to achieve financial stability, secure local funding sources that can't be taken by the State, and maintain or enhance service delivery to its residents; and

WHEREAS, the LEG has the continued ability to support the City's efforts on, and provide coordination with other professionals assigned to this project.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. Effective Date of First Amendment. This First Amendment shall become effective upon execution of it by City and LEG (the "Effective Date").
2. Term. The term of this First Amendment shall commence upon mutual execution of it and will be completed by October 31, 2018.
3. Effect of First Amendment. Except to the extent modified by the terms of this First Amendment, the terms of this First Amendment shall remain unchanged and in full force and effect. In the event of a conflict between the terms

of the Agreement and this First Amendment, the terms of this Amendment shall control.

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: W. J. Finney 12/12/17
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

THE LEW EDWARDS GROUP
By:


Lloyd A. Edwards, Secretary-Treasurer

Date: December 12, 2017

Exhibit A:
Compensation for Step Two Services

Agreement for Step Two services shall not exceed Seventy Thousand, Five Hundred Dollars (\$70,500), as follows:

Professional Services

Consultant's contract for professional Step Two services shall not exceed Fifty-Five Thousand Dollars (\$55,000) payable in eleven (11) payments of Five Thousand Dollars (\$5,000) per payment due and payable on December 31st, 2017, with the last payment on October 31st, 2018.

Graphic Design/Mailing Data Costs

- Graphic design for up to five (5) mailings, Not to Exceed Fourteen Thousand, Five Hundred (\$14,500) upon invoice by Consultant.
- Mailing data Not to Exceed One Thousand Dollars (\$1,000) upon invoice by Consultant.

These fees and costs do not include other hard project costs such as additional public opinion research, printing, bulk postage, or mail house processing, which will be budgeted for separately by the City.