

FIRST AMENDMENT TO AGREEMENT FOR FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and Lew Edwards Group, a California Corporation, ("Consultant").

WHEREAS, City and Consultant have previously entered into An Agreement for Professional Services ("Contract") dated April 15, 2019; and,

WHEREAS, City and Consultant desire to amend said Agreement to extend the term of the Agreement to include Measure C Renewal project.

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

1. Section 21, "EXTENDED TERM," is hereby added to the Agreement to read as follows:

"21. EXTENDED TERM. The Extended Term of the Agreement shall be from September 15, 2019 to October 31, 2020."

2. Section 22, "ADDITIONAL SCOPE OF SERVICES," is hereby added to the Agreement to read as follows:

"22. ADDITIONAL SCOPE OF SERVICES. Consultant shall perform the additional work outlined in the Additional Scope of Services, attached hereto as Exhibit "1".

3. Section 23, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

"23. ADDITIONAL COMPENSATION. City shall pay to Consultant the not to exceed additional sum of Eighty-Two Thousand Dollars (\$82,000.00) payable as set forth in accordance with the schedule set forth on Exhibit "2, attached hereto."

4. Except as herein amended, the Agreement dated April 15, 2019, shall remain in full force and effect.

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:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Shueh C. Ntm 9.20-19
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
LEW EDWARDS GROUP
A California Corporation

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

ADDITIONAL SCOPE OF SERVICES

Over the life of the project, LEG will provide services that include:

- a. Project-facilitate a Measure C renewal project timeline
- b. Add strategic value to opinion research efforts
- c. Independently evaluate opinion research and provide Strategic Recommendations, including an assessment of risks/opportunities, project timetable, and election viability/timing
- d. Recommend methods to engage constituents, expand community awareness of policy, fiscal/service needs and solicit additional community input on potential funding or policy priorities
- e. Develop word text copy for informational materials
- f. Recommend local media and/or Internet and social media approaches
- g. Advise City on public responses to constituent inquiries
- h. Confer with City staff on ballot measure preparation and add value to related staff reports

EXHIBIT 1

ADDITIONAL COMPENSATION

Consultant's Agreement for Professional Services shall not exceed Eighty-Two Thousand Dollars (\$82,000) payable as follows:

- On September 30, 2019, Four Thousand Dollars (\$4,000.00); and
- Thirteen payments of Six Thousand Dollars (\$6,000.00) per payment due and payable on the last business day of each month commencing October 30, 2019 and ending October 30, 2020.

EXHIBIT 2