

## **FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and TDA Consulting Inc., a Delaware Corporation, whose address of record is 131 Atkinson Street, Suite B, Laurinburg, North Carolina 28352-3629 ("Consultant").

WHEREAS, City is undertaking a project to prepare the 2020-2024 Department of Housing and Urban Development ("HUD") Consolidated Plan/Annual Action Plan and Analysis of Impediments to Fair Housing Choices; and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services ("Agreement") dated October 21, 2019; and,

WHEREAS, City and Consultant desire to amend said Agreement to extend the term and modify the compensation scheduled and payment breakout of the final payment in connection with said project.

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

1. Section 2, "TERM OF AGREEMENT," is hereby amended to read as follows:

"SECTION 2. TERM OF AGREEMENT. The services of Consultant are to commence on October 21, 2019, and end on April 15, 2021, and shall be undertaken and completed in such sequence as to assure their expeditious completion for the purposes of this Agreement. Time is of the essence of this Agreement. The contact for the City shall be the Housing Division at the City of Merced, 678 West 18th Street, Merced, California 95340."

2. Section 3, "COMPENSATION," is hereby amended to read as follows:

"SECTION 3. COMPENSATION. Consultant shall be paid a total consideration of Seventy-Five Thousand Seven Hundred Thirty-Five Dollars and No Cents (\$75,735), for full performance of the services specified under this Agreement, in conformity with the approved program proposal and cost proposal document which is attached to this Agreement as Exhibit "B," and incorporated herein by reference.

Based on Estimated Project Schedule proposed by Consultant, funds will be disbursed according to the following schedule:

A. The First Payment of \$25,000 can be requested and drawn upon completion of the Preliminary Drafts of the Consolidated Plan, Action Plan, and Analysis of Impediments to Fair Housing Choice.

B. The Second Payment of \$25,000 can be requested and drawn upon completion of a paper and electronic-format Final Draft of the Consolidated Plan, Action Plan, and Analysis of Impediments to Fair Housing Choice suitable for posting to the City website for the 30-day Public Review Period.

C. The Third Payment of \$12,867 can be requested and drawn upon completion of final revisions to address public comment and finalization of the Consolidated Plan, Action Plan, and Analysis of Impediments to final print- and HUD submittal-readiness form.

D. The Fourth and Final Payment of \$12,868 can be requested and drawn upon HUD submittal, acceptance, and approval of the Consolidated Plan and Annual Action Plan, and transmittal of the Analysis of Impediments to Fair Housing Choice to HUD.

The First Draw can be requested after October 21, 2019, but all draws must be requested by April 15, 2021.

In every case, payment will be made subject to receipt of a requisition for payment from Consultant specifying and certifying that such expenses are in conformance with this Agreement, with backup documentation, at the minimum, in the form of a progress summary listing tasks and services completed according to the above schedule, and that Consultant is entitled to receive the amount requisitioned under the terms of this Agreement.

Consultant shall notify City in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.”

3. Except as herein amended, the Agreement dated October 21, 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: \_\_\_\_\_  
Interim City Manager

ATTEST:  
STEPHANIE R. DIETZ, INTERIM CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  9/21/20  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

*{Signatures continued on next page}*

CONSULTANT  
TDA CONSULTING  
INCORPORATED,  
A Delaware Corporation

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. 26-4508272

ADDRESS: 131 Atkinson St., Ste. B  
Laurinburg, NC 28352-3629

TELEPHONE: (202) 486-4781

FAX: (208) 441-3246

E-MAIL: [droberts@tdainc.org](mailto:droberts@tdainc.org)