

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF WATSONVILLE
AND MAIN ST. ENTERPRISES, INC.**

THIS FIRST AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **Main St. Enterprises, Inc.** ("Consultant") this 25th day of April, 2023. The City and Consultant agree as follows:

RECITALS

WHEREAS, the City and Consultant have previously executed a Consultant Services Contract for the Pinto Lake Concessionaire Services dated April 5, 2021;

WHEREAS, the amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

NOW, THEREFORE, the City and the Consultant agree that the Contract shall be amended as follows:

Section 2 is hereby amended to add the following:

"Section 2. Term of Contract. Contract end date to extend to April 30, 2025.

Section 5, Exhibit "C" Compensation, Section 2.c. and 2.e. are hereby replaced by the following:

"Section 2.c. Bonus Payment Fee. Fee is based upon annual Gross Receipts.

<i>Gross Revenue</i>	<i>Fee</i>
<i>\$0-\$49,999</i>	<i>3%</i>
<i>\$50,000-\$99,999</i>	<i>10%</i>
<i>Over \$100,000</i>	<i>16%</i>

i. The percentages referenced above shall be due on the thirty-fifth day following the end of the calendar year and shall be paid within ten (10) days after the due date; and, shall be determined on the basis of the sales and business transacted for such year.

ii. "Gross Receipts" shall include the entire amount of the fee collected and prices charged, whether wholly or partly for cash or on credit, or otherwise, for all receipts, collections fees, sales and rental of every kind and description, made in, upon, or resulting from the conduct of business.

iii. "Gross Receipts" shall not include, or if included, there shall be deducted (but only to the extent they have been included), as the case may be, the amount of any sales tax due the City, County, and State on sales from the Park where such taxes are both added to the selling price or absorbed therein and paid to the taxing authority by Concessionaire (but not by any vendor of Consultant).

iv. Payments not received by the due date shall bear a late payment fee of ten percent (10%) of the amount due."

"Section 2.e Bonus Payment Fee Increase. Notwithstanding subsection 2(d) above, the fee for Gross Revenue over \$100,000 shall increase to 16%."

All other terms and conditions of the Contract dated April 5, 2021 as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Consultant Services Contract the day and year first hereinabove written.

CITY OF WATSONVILLE

MAIN ST. ENTERPRISES, INC.

By _____
Rene Mendez, City Manager

By _____
Jesus Madrigal

ATTEST:

By _____
Irwin Ortiz, City Clerk

APPROVED AS TO FORM:

By _____
Samantha Zutler, City Attorney