

**THIRD AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF WATSONVILLE
AND CSG CONSULTANTS INC., A CORPORATION**

THIS THIRD AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **CSG CONSULTANTS INC., A CORPORATION** ("Consultant") this _____ day of November, 2022. The City and Consultant agree as follows:

RECITALS

WHEREAS, City and Consultant have previously executed a Consultant Services Contract for building construction, fire plan review, field building inspection services dated June 24, 2020; and

WHEREAS, the original contract was in the amount not to exceed \$120,000 per fiscal year 2020-2021 and \$120,000 per fiscal year 2021-2022 with an expiration date of June 30, 2022; and

WHEREAS, a First Amendment executed on April 13, 2021 in an amount not to exceed \$70,000 for the remainder of fiscal year 2020-2021 and \$70,000 for the remainder of fiscal year 2021-2022 for a new total contract amount not to exceed \$380,000, to cover additional costs for building construction fire plan review, and field building inspection services; and

WHEREAS, a Second Amendment executed on September 13, 2022 to the existing contract was requested in order to extend the timeline of the contract to June 30, 2023 inclusive; and

WHEREAS, the Second Amendment of the Contract for Consultant Services was in the best interest of the City of Watsonville.

WHEREAS, a Third Amendment to the existing contract is requested in an additional amount not to exceed \$170,000 to cover additional expenses from the current date through the remainder of fiscal year 2022-2023; and

WHEREAS, due to high peak demand for Development recently within the City, this additional activity has caused the City to generate additional revenues through plan review and Building Permit fees, and this activity also adds additional tasks to the work program of the Consultant, which has further caused additional cost to the project completion; and

WHEREAS, the Third 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 4 is hereby amended to read:

"Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide an additional amount for compensation of, One Hundred Seventy Thousand Dollars (\$170,000) for professional services through fiscal year 2022-2023

All other terms and conditions of the Contract dated June 24, 2020, as amended, shall remain in full force and effect.

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

CITY OF WATSONVILLE

**CSG CONSULTANTS INC.,
A CORPORATION**

By _____
Rene Mendes, City Manager

By _____
Cyrus Kianpour, President

ATTEST:

By _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By _____
Samantha W. Zutler, City Attorney

EXHIBIT "C"

THIRD AMENDMENT TO COMPENSATION

The compensation is as follows:

An additional \$170,000 will be added to the compensation of this contract.

Original Contract: \$120,000 for fiscal year 2020/2021 (Account No. 150-315-7309)
\$120,000 for fiscal year 2021/2022 (Account No. 150-315-7309)

Amendment #1: \$70,000 for fiscal year 2020/2021 (Account No. 150-315-7309)
\$70,000 for fiscal year 2021/2022 (Account No. 150-315-7309)

Amendment #3: \$170,000 for the remainder of fiscal year 2022/2023
(Account No. 150-315-7309)

Total of Contract Not to Exceed: \$550,000