

**FOURTH AMENDMENT TO CONSULTANT SERVICES CONTRACT BETWEEN THE  
CITY OF WATSONVILLE AND MOORE IACOFANO GOLTSMAN, INC.,  
A CORPORATION DBA MIG, INC.**

**THIS FOURTH AMENDMENT TO CONTRACT** for consultant services is entered into by and between the **City of Watsonville ("City")** and **Moore Iacofano Goltsman, Inc., a corporation dba MIG, Inc. ("Consultant")** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The City and Consultant agree as follows:

**RECITALS**

**WHEREAS**, City and Consultant have previously executed a Consultant Services Contract for on-call planning services dated July 23, 2018 for \$30,000; and

**WHEREAS**, the agreement was set to expire June 30, 2019; and

**WHEREAS**, a First Amendment to the Contract extended the time period from June 30, 2019 to June 30, 2020; and

**WHEREAS**, a Second Amendment to the Contract extended the time period from June 30, 2020 to June 30, 2021; and

**WHEREAS**, a Third amendment to the existing contract increased the total budget by \$235,000 in order to provide planning services for 5 development projects and extended the time period from June 30, 2021, to June 30, 2022, inclusive; and

**WHEREAS**, on July 30, 2021, the City received an application for a Special Use Permit and Design Review with environmental review for a new 156,000-square-foot distribution facility located at 200 Manabe Ow Road (APN: 018-711-29); and

**WHEREAS**, a Fourth amendment to the existing contract is requested in order to provide environmental review services for the proposed distribution facility at 200 Manabe Ow Road; and

**WHEREAS**, the amendment will increase the total budget by \$127,386; and

**WHEREAS**, the total compensation for the current contract and proposed amendment will not exceed \$392,386; and

**WHEREAS**, the City will recover costs for consultant services through a reimbursement agreement with the development proponents; and

**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 1 is hereby amended to read:***

***“Section 1 and Exhibit “A” both entitled “Scope of Services” of the Contract are hereby amended to include environmental services related to the Manabe-Ow West project specified in Exhibit “A” entitled “Fourth Amendment to Scope of Work,” which is attached hereto and incorporated herein.”***

***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 of compensation of One Hundred Twenty-Seven Thousand Three Hundred Eighty-Six Dollars (\$127,386) for professional services specified in Exhibit “C” entitled “Fourth Amendment to Compensation”, which is attached hereto and incorporated herein.”***

All other terms and conditions of the Contract dated July 23, 2018, 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**

**MOORE IACOFANO GOLTSMAN, INC.  
A CORPORATION DBA MIG, INC.**

By \_\_\_\_\_  
Tamara Vides, City Manager Pro-Tempore

By \_\_\_\_\_  
Daniel S. Iacofano  
President and CEO

ATTEST:

By \_\_\_\_\_  
Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Samantha W. Zutler, City Attorney

## **EXHIBIT "A"**

### **FOURTH AMENDMENT TO SCOPE OF WORK**

MIG Inc. will provide general planning services to the City of Watsonville on a contract basis. Service may include, but are not limited to, development project review, environmental analysis in compliance with CEQA, long-range planning initiatives (e.g. General Plan and Zoning Ordinance revisions), and urban design services. All services will be provided as directed by the City's project manager.

***MIG shall provide environmental services related to the Manabe-Ow West project as described in the Resolution approving the amendment.***

## **EXHIBIT "C"**

### **FOURTH AMENDMENT TO COMPENSATION**

The compensation is as follows:

**An additional \$127,386 will be added to the compensation of this contract.**

Original Contract:	\$30,000	(Account No. 150-315-7307)
Amendment #3	\$235,000	(Account No. 150-315-7309)
Amendment #4	\$127,386	(Account No. 150-315-7309)

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**Total of Contract Not to Exceed:   \$392,386**