

Attachment 3

FIRST AMENDMENT TO THE AGREEMENT FOR STATE AND FEDERAL LEGISLATIVE ADVOCACY AND GRANT WRITING SERVICES BY AND BETWEEN THE CITY OF EL PASO DE ROBLES AND TOWNSEND PUBLIC AFFAIRS, INC.

This First Amendment (“Amendment”), dated this ___ day of June, 2023, is entered into by and between the City of El Paso de Robles, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1000 Spring Street, Paso Robles, CA 93446 (“City”), and Townsend Public Affairs, Inc., a corporation with its principal place of business at 925 L Street, Ste 1404, Sacramento, CA 95814 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement. This First Amendment is entered into in light of the following recited facts (each a “Recital”).

RECITALS

- A. The City Council approved an agreement with Townsend Public Affairs on June 21, 2022 for legislative advocacy and grant writing services.
- B. The initial term of the agreement ends on June 30, 2023, and allows for one 12-month extension upon mutual agreement of both Parties.
- C. The Parties have mutually agreed to execute said extension.

NOW, THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties set forth their mutual covenants and understandings as follows:

TERMS

1. SECTION 2, Compensation. Section 2 b. of the Agreement is hereby amended to read:

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$180,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

2. SECTION 5, Term. Section 5 of the Agreement is hereby amended in its entirety to read:

This Agreement Amendment shall commence as of the date of approval by the City Council, which date is stated at the beginning of this agreement amendment and continue until June 30, 2024,

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unless terminated as outlined in paragraph 16. No additional extension of this agreement beyond the stated date above is authorized.

3. CONTINUING EFFECT OF AGREEMENT.

Except as amended by this First Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

[SIGNATURES ARE ON THE FOLLOWING PAGE.]

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SIGNATURE PAGE FOR FIRST AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES AND TOWNSEND PUBLIC AFFAIRS, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF EL PASO DE ROBLES

TOWNSEND PUBLIC AFFAIRS, INC.

By: _____
Ty Lewis
City Manager

By: _____
Christopher Townsend
President, Townsend Public Affairs, Inc.

ATTEST:

By: _____
Melissa Boyer
City Clerk

CITY ATTORNEY APPROVAL:

By: _____
Elizabeth Hull
City Attorney

REVIEWED:

By: _____
Chris Huot
Assistant City Manager