

**FIRST AMENDMENT TO AGREEMENT FOR ON-CALL CONSULTING SERVICES
BETWEEN THE CITY OF SAN PABLO AND TOWNSEND MANAGEMENT , INC.**

THIS FIRST AMENDMENT TO AGREEMENT FOR ON-CALL CONSULTING SERVICES is effective this 20TH day of April, 2026, by and between the CITY OF SAN PABLO, a municipal corporation ("City") and Townsend Management, Inc. ("Consultant").

R E C I T A L S

WHEREAS, on July 1, 2023, CITY and Consultant entered into an Agreement for On-Call Consulting Services ("Agreement") effective for five (5) fiscal years in an amount not to exceed \$75,000 each fiscal year, for a total contract amount not to exceed \$375,000 over the five-year term from July 1, 2023 through June 30, 2028, with work authorized by Task Orders specifying the scope of work, cost, and budget for work to be done under each Task Order; and

WHEREAS, on June 27, 2024, City and Consultant executed Task Order #1 in the amount of \$74,968 for FY 2024/25 Funds and on December 2, 2025, the City and Consultant executed Task Order #2 in the amount of \$74,550, for a total amount of \$149,518 in Task Orders issued against this Agreement;

WHEREAS, the parties recognize that a total of \$186,864 has been invoiced by Townsend Management for necessary on-call project management and inspection services under this Agreement to date, exceeding the amounts authorized by Task Orders #1 and #2 by a total of \$37,346;

WHEREAS, the parties wish to acknowledge and memorialize the overage incurred in Fiscal Year 2025/26 for on-call consulting services and remove the not-to-exceed amounts per Fiscal Year, but with no change to the total not-to-exceed amount of the Agreement over the five (5) fiscal year term; and

WHEREAS, the parties have agreed to modify the terms of that Agreement related to Section 2, "Compensation";

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. **COMPENSATION.** Section 2 of the Agreement, "Compensation" is amended to and restated as follows:

"Compensation. As full compensation for the satisfactory and timely performance of the Services as specified in Section (1), "Scope of Services," and the attached exhibits, City hereby agrees to pay Consultant, for services rendered on an on-call basis, a sum not to exceed **Three Hundred Seventy-Five Thousand Dollars (\$375,000)** over five (5) fiscal years, Fiscal Year 2023/24 through Fiscal Year 2027/28, as follows: on a completed deliverables basis.

"Consultant will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the

information contained in Section (7), "Billings," below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal."

2. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

APPROVED AS TO FORM:

CITY OF SAN PABLO
A Municipal Corporation

By _____
Brian P. Hickey, City Attorney

By _____
Matt Rodriguez, City Manager

Dated _____

TOWNSEND MANAGEMENT, INC

By _____
Zamir Zuraek, President

Dated _____

ATTEST:

By _____
Dorothy Gantt, City Clerk

Dated _____