

**AGREEMENT — AMENDMENT NO. 2 TO  
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
R3 CONSULTING GROUP, INC. AND CITY OF SALINAS**

This Amendment No. 2 to the Agreement for Professional Services (the “Amendment”) is entered into this 10th day of May 2024, by and between the City of Salinas (the “City”) and R3 Consulting Group, Inc. , (the “Contractor”) City and Contractor may be individually referred to herein as a “Party” and collectively the City and Contractor may be referred to as the “Parties.”

**RECITALS**

WHEREAS, the City and Contractor first entered into an Agreement for Professional Services effective December 14, 2021, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, the City and Contractor entered into Amendment No. 1 to agreement on November 29, 2022 to extend the termination date to June 30,2024; and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect an additional scope of services provided by Consultant, reflex the revised compensation to be paid to Consultant and to reflect a term extension.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

**TERMS**

- I. The Agreement, 1. Scope of Service section, is amended to include as follows:
  1. **Scope of Service.** The project contemplated and the scope of Consultant’s services are described in Exhibit B attached hereto and incorporated herein by reference.
  
- II. The Agreement, 3. Compensation section, is amended to include as follows:
  2. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation set forth in Exhibits B. The total amount of compensation to be paid under this Agreement shall not exceed ninety-nine thousand dollars (\$99,000).
  
- III. The Agreement, 2. Term; Completion Schedule section, is amended and restated in its entirety as follows:
  3. **Term; Completion Schedule.** This Agreement shall commence on December 14, 2021, and shall terminate December 31, 2024, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.
  
- IV. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

**CITY OF SALINAS**

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Jim Pia, Interim City Manager

APPROVED AS TO FORM:

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- Chris Callihan, City Attorney
  - Rhonda Combs, Assistant City Attorney

R3 CONSULTING GROUP, INC

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Garth Schultz  
Principal