

**SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT**

This Second Amendment ("Second Amendment") to Consultant Services Agreement ("CSA") by and between the **CITY OF ARROYO GRANDE** ("City") and **VERDIN MARKETING** ("Consultant") is made and entered into this 20<sup>th</sup> day of August 2024.

**WHEREAS**, the parties entered into a CSA dated June 14, 2022, for tourism marketing services for the Arroyo Grande Tourism Business Improvement District (AGTBID); and

**WHEREAS**, on February 14, 2023, pursuant to Section 1 of the CSA, the City extended the term of the CSA for one (1) additional year; and

**WHEREAS**, on June 25, 2024, pursuant to Section 1 of the CSA, both parties agreed to extend the term of the contract for an additional two (2) months; and

**WHEREAS**, the current CSA expires on August 31, 2024; and

**WHEREAS**, pursuant to Section 1 of the CSA, the parties select to modify the CSA as set forth herein.

**NOW THEREFORE**, for valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Section 1 ("TERM") of the Agreement shall be modified in its entirety to read as follows:

This Agreement shall be extended, remain and continue in effect until October 31, 2024, unless the City obtains replacement Consultant services sooner or the Agreement is terminated pursuant to the Section 6 or Section 7 herein. Consultant shall be paid for work incurred over the extension consistent with Section 5. All terms and conditions of this Agreement shall continue to be applicable during said extension unless the parties mutually agree in writing upon any changes.

2. Section 5 ("PAYMENT") of the Agreement shall be modified in its entirety to read as follows:

Consultant shall be paid for actual work performed in accordance with Consultant's Proposal. However, the total compensation paid to Consultant shall not exceed \$17,000 per month September 1, 2024 through October 31, 2024 and shall not exceed \$34,000 for the extension period from September 1, 2024 through October 31, 2024.

Consultant will invoice City no more than monthly. Each invoice will reference job orders, components, specific services, media costs, production costs, fees and material expense and sales tax where applicable. City shall mail payment to Consultant for the net amount of uncontested invoices no later than thirty (30) days after receipt of each invoice by the City. Any past due balances under


this Agreement shall bear interest at the rate of 1.5 percent per month (18.0 percentage rate) on unpaid balances.

3. Except as modified herein, all other terms and conditions set forth in the CSA, as amended, shall remain unchanged.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Second Amendment the day and year first above written.

CITY OF ARROYO GRANDE:

VERDIN MARKETING:

  
Matthew Downing (Aug 21, 2024 08:47 PDT)

MATTHEW DOWNING,  
CITY MANAGER



MARY VERDIN, PRESIDENT

ATTEST:



JESSICA MATSON, CITY CLERK

APPROVED AS TO FORM:

  
Isaac Rosen (Aug 20, 2024 09:48 PDT)

ISAAC ROSEN, CITY ATTORNEY











# Second Amendment to Verdin Marketing Agreement.08.09

Final Audit Report

2024-08-23


Created:	2024-08-20
By:	Kendra Reynolds (kreynolds@arroyogrande.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfwYqcSjumyOQqTeL-SxMI9-u2-aKiozp

## "Second Amendment to Verdin Marketing Agreement.08.09" History

-  Document created by Kendra Reynolds (kreynolds@arroyogrande.org)  
2024-08-20 - 3:09:28 PM GMT
-  Document emailed to isaac.rosen@bbklaw.com for signature  
2024-08-20 - 3:09:31 PM GMT
-  Email viewed by isaac.rosen@bbklaw.com  
2024-08-20 - 4:47:53 PM GMT
-  Signer isaac.rosen@bbklaw.com entered name at signing as Isaac Rosen  
2024-08-20 - 4:48:26 PM GMT
-  Document e-signed by Isaac Rosen (isaac.rosen@bbklaw.com)  
Signature Date: 2024-08-20 - 4:48:28 PM GMT - Time Source: server
-  Document emailed to Jessica Matson (jmatson@arroyogrande.org) for signature  
2024-08-20 - 4:48:29 PM GMT
-  Email viewed by Jessica Matson (jmatson@arroyogrande.org)  
2024-08-21 - 4:47:19 AM GMT
-  Document e-signed by Jessica Matson (jmatson@arroyogrande.org)  
Signature Date: 2024-08-21 - 4:47:34 AM GMT - Time Source: server
-  Document emailed to Matthew Downing (mdowning@arroyogrande.org) for signature  
2024-08-21 - 4:47:35 AM GMT
-  Email viewed by Matthew Downing (mdowning@arroyogrande.org)  
2024-08-21 - 3:47:01 PM GMT

 Document e-signed by Matthew Downing (mdowning@arroyogrande.org)

Signature Date: 2024-08-21 - 3:47:12 PM GMT - Time Source: server

 Document emailed to Mary Verdin (mary@verdinmarketing.com) for signature

2024-08-21 - 3:47:13 PM GMT

 Email viewed by Mary Verdin (mary@verdinmarketing.com)


2024-08-21 - 4:23:36 PM GMT

 Email viewed by Mary Verdin (mary@verdinmarketing.com)

2024-08-23 - 5:26:52 PM GMT

 Document e-signed by Mary Verdin (mary@verdinmarketing.com)

Signature Date: 2024-08-23 - 5:55:27 PM GMT - Time Source: server

 Agreement completed.

2024-08-23 - 5:55:27 PM GMT