

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

Community Development Block Grant (CDBG) Program Administration Services

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Roseville, a municipal corporation (“CITY”), and Thurmond Consulting, LLC, a California limited liability company (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated January 15, 2020, (“Agreement”) regarding Community Development Block Grant (CDBG) Program Administration (“Project”); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated May 15, 2020, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay four thousand dollars (\$4,000), in consideration of the additional services which brings the total not to exceed contract amount to fifty six thousand, five hundred dollars (\$56,500).”

2. Section 3 of the Agreement is amended by adding an additional paragraph to read as follows:

“CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.”

3. Section 11 of the Agreement is amended by adding an additional paragraph to read as follows:

“CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT

provides its own tools, vehicles, and equipment to perform the services; (i)

CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement."


4. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a  
municipal corporation

THURMOND CONSULTING, LLC, a  
California limited liability company

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

BY:  \_\_\_\_\_  
its: Owner

ATTEST:

and

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk


BY: \_\_\_\_\_  
its: \_\_\_\_\_

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY:   
LAURA MATTEOLI  
Economic Development Director

## EXHIBIT “A”



# THURMOND CONSULTING LLC

May 15, 2020

Thurmond Consulting LLC will provide the following services to the City of Roseville.

*Period of Performance:* June 1 – June 30, 2020

## EXTENDED FROM INITIAL SCOPE OF WORK – PRIMARILY COVID-19 RELATED DELAYS

*June tasks only*

### **Task 1: CDBG Program Administration Services - 2020/2021 Application Process and Annual Action Plan Preparation**

- Uploading submission documentation and final edits to the 2020-2024 Consolidated Plan and the 2020-2021 Annual Action Plan in IDIS and submission to HUD
- Monitoring of subrecipients for 2019 program year projects

## ADDITIONAL TASKS NOT INCLUDED IN SOW UNDERTAKEN JANUARY – MAY TASKS EXTENDED TO JUNE 2020

### **Task 3: Citizen's Participation Plan (CPP)**

- Submit Council approved plan to HUD

### **Task 4: HUD Monitoring**

- Assist with planning and logistics for onsite monitoring
- File review and pre-monitoring preparation

### **Task 5: CDBG Plan Revisions needed to Access CDBG CARES Funding**

- Plans revised: Amendment to 2015 Consolidated Plan, Amendment to 2019 Annual Action Plan- submitted to City Council, May 2020
- June tasks: liaison with HUD on plan submission and approval

### **Task 6: Additional Round 2020-21 CDBG applications**

- Additional capital projects incorporated into 2020 Annual Action plan for HUD approval

## ADDITIONAL JUNE TASKS

### **Task 7: Update City of Roseville CDBG staff on CARES funding and waivers**

- Provide returning CDBG staff on Roseville specific CARES uses and associated HUD guidance, including waiver provisions.

### **Task 8: Review and Transfer files from Work from Home Locations**

- Work with returning CDBG staff to ensure essential emails and documents produced at work from home locations are transmitted for inclusion in City shared "H drive".