

**FOURTH AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

ARC STRATEGIES, LLC

State Lobbyist Services

THIS FOURTH AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Fourth Amendment") is made and entered into this 5th day of May, 2021, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and ARC STRATEGIES, LLC, a California limited liability company ("Consultant"), with reference to the following facts:

RECITALS

WHEREAS on or about February 10, 2016, City and Consultant entered into a Professional Consultant Services Agreement ("Agreement") in conjunction with providing State Lobbyist Services; and

WHEREAS on or about October 11, 2019, City and Consultant entered into a First Amendment to the Professional Consultant Services Agreement ("First Amendment") to amend the name of Consultant; and

WHEREAS on or about March 17, 2020, City and Consultant entered into a Second Amendment to the Professional Consultant Services Agreement ("Second Amendment") to exercise its first option to extend the term of the Agreement and increase the compensation by Eighty Thousand Dollars (\$80,000); and

WHEREAS on or about January 1, 2021, City and Consultant entered into a Third Amendment to the Professional Consultant Services Agreement ("Third Amendment") to exercise its second option to extend the term of the Agreement and increase the compensation by Eighty Thousand Dollars (\$80,000); and

WHEREAS the Agreement currently expires December 31, 2021; and

WHEREAS City is satisfied with the performance of Consultant; and

WHEREAS City and Consultant have discovered and desire to correct a mutual mistake in the original Agreement which does not accurately reflect the negotiated and agreed-upon annual compensation of Eighty Thousand Dollars (\$80,000.00) as stated in Consultant's proposal to City's request for proposals; and

WHEREAS City and Consultant have had a mutual and common continuing intention that the annual compensation to Consultant be Eighty Thousand Dollars (\$80,000.00); and

WHEREAS, to date, the parties performed and paid on the Agreement since 2016 according to the agreed-upon annual compensation of Eighty Thousand Dollars (\$80,000.00),

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein by this reference, City and Consultant mutually agree as follows:

1. The Agreement is hereby amended to restate the correct annual rate as follows:

“3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the annual amount not to exceed Eighty-Thousand Dollars (\$80,000.00) per year, payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.”

2. All terms and conditions of the Agreement not inconsistent herewith shall remain in full force and effect and are hereby incorporated by reference into this Fourth Amendment as though set forth in full herein.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to Professional Consultant Services Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

ARC STRATEGIES, LLC,
a California limited liability company

By: _____
City Manager

By:  _____

Attest: _____
City Clerk

By:  _____

CERTIFIED AS TO AVAILABILITY
OF FUNDS:

By: _____
Chief Financial Officer

APPROVED AS TO FORM:

By:  _____
Senior Deputy City Attorney

16-0089.4 RBK 4/30/21