

SECOND AMENDMENT TO  
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

WESTIN TECHNOLOGY SOLUTIONS, LLC

Riverside Public Utilities (RPU) Electric Work and Asset Management Optimization Project

THIS SECOND AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Second Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and WESTIN TECHNOLOGY SOLUTIONS, LLC, a Wisconsin limited liability company authorized to business in California ("Consultant"), with respect to the following:

**RECITALS**

WHEREAS, the City and Consultant entered into a Professional Consultant Services Agreement dated March 28, 2018 ("Agreement") for the Riverside Public Utilities ("RPU") Electric Work and Asset Management Optimization Project ("Project"); and

WHEREAS, the City and Consultant entered into a First Amendment to Professional Consultant Services Agreement on January 17, 2020 ("First Amendment"), extending the term to March 28, 2021, adding additional services concerning asset and inventory management for the forthcoming Citywide Streetlight Light-Emitting Diode (LED) Conversion Project and increasing the amount of the agreement by Fifty-Eight Thousand Five Hundred Dollars (\$58,500.00) for the services rendered during the extended term; and

WHEREAS, the City placed the Citywide Streetlight LED Conversion Project on hold in 2020, due to COVID and other technical reasons, and Consultant could not complete the additional services; and

WHEREAS, the City and Consultant desire to extend the term of the Agreement to March 28, 2023, so that Consultant can complete the additional services, with no increased compensation to the Agreement for any services provided during the extended term of the Agreement.

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

1. The term of the Agreement is hereby extended to March 28, 2023, with no increase in compensation for any services performed during the extended term of the Agreement.
2. All other terms and conditions of the Agreement and First Amendment between the parties, which are not inconsistent with the terms of this Second Amendment shall remain in full force and effect as if fully set forth herein.

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

CITY OF RIVERSIDE,  
a California charter city and municipal  
corporation

WESTIN TECHNOLOGY SOLUTIONS,  
LLC, a Wisconsin limited liability  
company authorized to do business in  
California

By: \_\_\_\_\_  
City Manager

By: *Raymond A. Gunn*  
Its: EXECUTIVE VICE PRESIDENT

Attest: \_\_\_\_\_  
Eva Arseo  
Interim City Clerk

By: *[Signature]*  
Its: CEO

Approved as to Form:

By: Susan D. Wilson  
Susan D. Wilson  
Assistant City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: *[Signature]*  
CHIEF FINANCIAL OFFICER/CITY TREASURER