

Exhibit 'A'

**THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF KERMAN AND
PRECISION CIVIL ENGINEERING INC. FOR ENTITLEMENT, LAND USE
AND PLANNING SERVICES**

This Third Amendment to Agreement with Precision Civil Engineering Inc. for Entitlement, Land Use, and Planning Services is entered between the City of Kerman, a California municipal corporation, (hereinafter referred to as "CITY") and Precision Civil Engineering, Inc. (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the City of Kerman requires professional support services; and

WHEREAS, on March 24, 2021, the City of Kerman (City) entered into an agreement with Precision Civil Engineering Inc. (Consultant) for entitlement, land use, and planning services; and

WHEREAS, a First Amendment to the Agreement was approved on July 13, 2022; and

WHEREAS, a Second Amendment to the Agreement was approved on August 9, 2023 and is set to expire on June 30, 2025; and

WHEREAS, City has updated the Master Fee Schedule that went into effect on July 1, 2023; and

WHEREAS, City and Consultant desire to adjust compensation and term of the Agreement with amendments through June 30, 2028; and

WHEREAS, amendments to compensation rates will be effective on July 1, 2025 through June 30, 2028.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 2 titled Term of Agreement is amended to read as follows:

Term of Agreement. This Agreement shall be effective from July 1, 2025 to June 30, 2028, subject to any earlier termination in accordance with this Agreement.

2. Section 3 titled Compensation is amended to read as follows:

Compensation. Effective July 1, 2025, CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be at the rate and schedules attached hereto as Exhibit 'A – 1', referred to "Third Amendment Fee Schedule", which includes flat rate, cost recovery, and hourly charges.

Except as amended by this Third Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the Parties have caused this Third Amendment to the Agreement to be executed by their duly authorized representatives as of the Effective Date.

CITY OF KERMAN
A municipal corporation

PRECISION CIVIL ENGINEERING,
INC.

John Jansons, City Manager
Date: _____, 2025

Edward D. Dunkel, President
Date: _____, 2025

ATTEST:

Josie Camacho, City Clerk
Date: _____, 2025

APPROVED AS TO FORM:

Hilda Cantú Montoy, City Attorney
Date: _____, 2025

Exhibit 'A – 1'

THIRD AMENDMENT FEE SCHEDULE

Consultant to perform services on a flat fee, cost recovery, and hourly basis as described herein:

1. General Planning Services

Consultant will be compensated for services requested by the City at the hourly rates provided in the table below. Consultant is authorized to increase hourly rates each fiscal year, beginning July 1, 2026, by 3%.

Position	Hourly Rate
Assistant Planner	\$110.00
Associate Planner	\$125.00
Senior Associate Planner	\$140.00
Senior Planner	\$160.00
Planning Manager	\$180.00
Division Manager	\$220.00

2. Entitlement/Planning Application Processing Services

Consultant will process and review entitlement/planning applications as requested by the City. Consultant will be compensated at a fixed fee rate equal to 50% of the City's entitlement application fees collected in accordance with the City's fee schedule in effect at the time the application is deemed complete. For developments requiring a CEQA determination beyond an exemption, Consultant will not be compensated 50% of the environmental fee collected by the City, but will instead be compensated for costs for all services as agreed upon via a task order approved by the City.

3. Cost Recovery

For larger, more complex developments, the City shall require applicants to enter into a Cost recovery Agreement for costs above and beyond those covered by the standard entitlement application fees, specifically for CEQA compliance. Consultant shall provide a proposal of all costs to be reviewed by the City and, once approved, the City will issue a task order outlining Consultant's compensation for the services to be provided.

4. One-on-One Staff Training

\$180/hour for Planning Manager or other level training.

5. Group Training

Planning 101, Entitlement Processing, CEQA, Subdivision Map Act, etc.: \$220/1-hour session for an unlimited number of attendees. Consultant would not charge for preparing the PowerPoint presentation, but it would be tailored to the City of Kerman.

6. Assistance with Preparing Planning forms, documents, policies, or written processes

\$160/hour or \$750 per form, document, or process, whichever is less.