

**FIFTH AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF NEEDLES
AND DEVELOPMENT MANAGEMENT GROUP, INC.
FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES**

1. PARTIES AND DATE.

This FIFTH AMENDMENT TO CONSULTING SERVICES AGREEMENT is made and entered into August 13, 2024 (“Effective Date”), by and between the CITY OF NEEDLES, a California Charter City, (hereinafter referred to as the “City”) and Development Management Group, Inc., a California corporation (hereinafter referred to as “DMG”). City and DMG are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

City and DMG entered into that certain CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF NEEDLES AND DEVELOPMENT MANAGEMENT GROUP, INC. FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES (“Agreement”) dated December 1, 2013 with a term commencing December 1, 2013 and and end date of June 30, 2015;

City and DMG entered into a FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT dated March 22, 2022 (“First Amendment”) which among other things increased the authorized compensation to DMG in the amount of Thirty Thousand Dollars;

City and DMG entered into a SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT dated April 26, 2022 (“Second Amendment”) which amended the Agreement to supersede the compensation terms in the First Amendment to authorize payments previously made by City and to be made against invoices through March 22, 2023.

City and DMG entered into a THIRD AMENDMENT TO CONSULTING SERVICES AGREEMENT dated March 28, 2023 (“Third Amendment”) which increased the authorized compensation to DMG in the amount of fifteen thousand four hundred dollars extended until June 30, 2023.

City and DMG entered into a FOURTH AMENDMENT TO CONSULTING SERVICES AGREEMENT dated July 11, 2023 (“Fourth Amendment”) which increased the authorized compensation to DMG in the amount of Seventy Thousand Dollars.

The parties wish to further amend the Agreement to increase the term and compensation to as follows:

3. AMENDMENT.

Section 2 is hereby amended to read as follows:

Section 2. COMPENSATION. The term of the Agreement is extended through June 30, 2025. Compensation for this extended period commencing with the execution of this Fifth Amendment through June 30, 2025 shall be \$5,000 per month. CONSULTANT and CITY acknowledge and agree that compensation paid by CITY to CONSULTANTS under this Agreement, as amended, is based upon Consultant’s written proposal dated June 20, 2024, for providing the services required hereunder, a copy

of which is attached hereto as Exhibit "A" and made a part hereof by this reference. CONSULTANT and CITY further agree that the total compensation due hereunder for this extended term shall not exceed Seventy Thousand Dollars (\$70,000.00) without written approval from CITY.

All other terms of the Agreement not specifically amended shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date and year set forth above.

City of Needles

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: City Clerk

Date: _____

**Development Management Group, Inc., a
California corporation**

By: _____

Michael Bracken, Managing Partner

Date: _____