

**AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**

This Amendment No. 1 (“Amendment”) is entered into between the San Diego County Local Agency Formation Commission, a California public agency, corporate and politic (“Commission”) and Ventura Publishing & Research, LLC, doing business as “William Fulton Group”, a California limited liability company (“Consultant”), to amend the Professional Services Agreement for Consultant Services with a commencement date of July 15, 2024 (“Agreement”).

**RECITALS**

- A. Under the Agreement, the Consultant provides Commission with consulting expertise for a municipal service review of the San Diego Association of Governments.
- B. The parties desire to execute this Amendment to change the scope of work, termination date, and maximum compensation in light of the Commission’s changes to the Agreement.

**NOW THEREFORE**, the Parties agree to amend the Agreement as follows:

- I. Exhibit A in Section 3.1 of the Agreement will be substituted for the Exhibit A attached to this Amendment.
- II. Section 3.4 of the Agreement is amended to read as follows, with deletions denoted by ~~struck-through~~ text and additions denoted by underlined text:  
  
3.7. “Termination Date” means ~~August 15, 2025~~ December 31, 2025.
- III. Section 5.2 of the Agreement is amended to read as follows, with deletions denoted by ~~struck-through~~ text and additions denoted by underlined text:

5.2. Consultant shall perform the services identified in the Scope of Services. Commission shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of ~~Seventy-Two Thousand Dollars (\$72,000.00)~~ Ninety Four Thousand Five Hundred (\$94,500.00) unless specifically approved in advance and in writing by Commission. Consultant shall notify the Commission Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the Commission Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when

the remaining work on such assignments would exceed the maximum amount payable above.


- IV. Integration. This Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby the Agreement shall remain in full force and effect. To the extent there is any conflict between this Amendment and the Agreement, the terms and provisions of this Amendment shall control. This Amendment and the Agreement, including any exhibits attached to the Agreement, integrate all the terms and conditions of the Parties' agreement and supersede all negotiations with respect hereto.
- V. Severability. If any provision of this Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

The Parties hereby enter into this Amendment upon the date of the last signature below.

**SAN DIEGO LAFCO**  
**("Commission")**

**VENTURA PUBLISHING & RESEARCH, LLC**  
**("Consultant")**


AUTHORIZED SIGNATORIES:

By: 

Name: Keene Simonds

Title: Executive Officer

Date: 8/15/2025

By: 

Name: William Fulton

Title: Owner

Date: 8/16/2025

ATTEST:

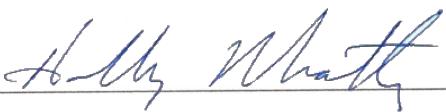
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: 

Name: Holly Whatley

Title: General Counsel

Date: August 19, 2025