

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT**

This Amendment is made and entered into this 1st day of October, 2013, (“Effective Date”) by and between the City of Costa Mesa, a municipal corporation (“City”) and COUNTY of ORANGE, a political subdivision of the State of California (“Consultant”).

WHEREAS, Consultant and City entered into an agreement on January 8, 2013, for reprographic services (the “Original Agreement”); and

WHEREAS, the parties desire to adjust the maximum annual compensation of and term of the Original Agreement ,which is currently scheduled to expire on January 8, 2016 with the possibility of two one year extensions; and

WHEREAS, Consultant and City now wish to amend the Agreement to extend the term of the Agreement so that it coincides with the City’s fiscal year and to adjust the maximum contract amount.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Paragraph 2.1 shall be amended to read:

2.1. Compensation. As compensation for the provision of services outlined in Exhibit “A” and in accordance with this Agreement, City shall pay Consultant either the hourly rates or the per project rates, as the case may be, as set forth in Consultant’s Proposal, attached as Exhibit “A” but not to exceed One Hundred Thousand Dollars (\$100,000.00) per fiscal year.

Pricing as set forth in the Fee Proposal shall not be increased for a minimum of two (2) years from the effective date of this Agreement. Any subsequent price increases shall be requested as least sixty days prior to any such increase taking effect and shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year.”

2. Paragraph 4.1 shall be amended to read:

4.1. Term. This Agreement shall commence on the Effective Date and continue to June 30, 2016, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to two periods of one

(1) year each. The City shall give notice to Consultant of its intention to exercise such option at least 90 days prior to expiration of the base or option term.

3. All terms not herein defined shall have the same meaning and use as set forth in the Original Agreement.

4. All other terms, conditions, and provisions of the Original Agreement not in conflict with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

SIGNATURES ON NEXT PAGE

CITY OF COSTA MESA,
A municipal corporation

Mayor

Date: _____

COUNTY OF ORANGE

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO CONTENT:

Project Manager

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____