

**AMENDMENT NUMBER THREE  
TO AGREEMENT FOR FINANCIAL CONSULTING SERVICES**

This Amendment is made and entered into this 18th day of February, 2014, (“Effective Date”) among the SUCCESSOR AGENCY TO THE COSTA MESA REDEVELOPMENT AGENCY, CITY OF COSTA MESA, CALIFORNIA, (“Successor Agency”) serving as successor agency of the dissolved community redevelopment agency pursuant to Division 24, Community Redevelopment Law of the California Health and Safety Code in particular Parts 1.8 and 1.85 added by Assembly Bill X1 26 (“Dissolution Act”) and THE COSTA MESA HOUSING AUTHORITY, a public body corporate and politic (“Housing Authority”) and the CITY OF COSTA MESA, a California municipal corporation (“City”) (together the Successor Agency, Housing Authority and City as referred to as “Costa Mesa”), and KEYSER MARSTON ASSOCIATES, INC., a California Corporation (“Consultant”).

WHEREAS, Successor Agency to the City of Costa Mesa Redevelopment Agency, City of Costa Mesa and Consultant entered into an original agreement on July 1, 2012, to provide financial consulting services (the “Agreement”); and

WHEREAS, Consultant and Costa Mesa amended the Agreement on December 14, 2012, to increase the amount of compensation from One Hundred and Ten Thousand Dollars (\$110,000.00), to a total amount not to exceed One Hundred Thirty Thousand Dollars (\$130,000.00); and

WHEREAS, Consultant and Costa Mesa amended the Agreement again on May 21, 2013, to increase the amount of compensation from One Hundred and Thirty Thousand Dollars (\$130,000.00), to a total amount not to exceed One Hundred Forty Thousand Dollars (\$140,000.00); and

WHEREAS, Consultant and Costa Mesa desire to amend the Agreement to adjust the amount of compensation from the existing limit of One Hundred and Forty Thousand Dollars (\$140,000.00), to a total not-to-exceed amount of Two Hundred Thousand Dollars (\$200,000.00).

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

1. Paragraph 2.1 of the original Agreement shall be amended to read, “As compensation for the provision of services outlined in Exhibit “A” and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “B,” attached hereto and incorporated by reference.” Consultant’s total compensation shall not exceed Two Hundred Thousand Dollars (\$200,000.00).

2. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions, and provisions of the successor Agreements 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.

CITY OF COSTA MESA, A municipal corporation  
 AND COSTA MESA ACTING AS SUCCESSOR  
 AGENCY TO THE COSTA MESA  
 and politic  
 REDEVELOPMENT AGENCY

COSTA MESA  
 HOUSING AUTHORITY  
 a public body corporate

\_\_\_\_\_  
 Chief Executive Officer of Costa Mesa

\_\_\_\_\_  
 Housing Authority Executive Director

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

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

KEYSER MARSTON ASSOCIATES, INC.  
 "Consultant"

\_\_\_\_\_  
 Signature

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

Kathleen H. Head, Vice President  
 Name and Title

94-2363741  
 Taxpayer ID Number

APPROVED AS TO CONTENT:

\_\_\_\_\_  
 Project Manager

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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