

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
WITH LILLEY PLANNING GROUP**

This Amendment is made and entered into this 19th day of May 2014 (“Effective Date”) by and between the CITY OF COSTA MESA, a municipal corporation (“City”) and LILLEY PLANNING GROUP a California Corporation (“Consultant”).

WHEREAS, Consultant and City entered into an agreement on November 19, 2013, for Consultant to provide planning services (the “Agreement”); and

WHEREAS, the original Agreement contained a provision for an initial term of six (6) months with the option to extend the Agreement for up to four (4) one year periods; and

WHEREAS, Consultant and City wish to amend the Agreement to exercise the first extension; and

WHEREAS, Consultant and City desire to amend the Agreement to adjust the amount of compensation from the existing compensation limit of One Hundred Thousand Dollars (\$100,000.00), to a total not-to-exceed amount of Two Hundred and Fifty Five Thousand Dollars (\$255,000.00), as a result of additional work requested by the City; and

WHEREAS, part of the funding, if approved, for this Agreement will be coming from HOME funds; and

WHEREAS, Consultant and City desire to amend the Scope of Services to include consultants that will assist with Housing Quality Standards inspections and/or Housing Rehabilitation.

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

1. Paragraph 1.1 shall be amended to read, Consultant shall provide the professional services described in Consultant’s Scope of Work, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.
2. 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 and Fifty Five Thousand Dollars (\$255,000.00).

3. Section 4.1, Term, shall be changed to read, "This Agreement shall commence on the Effective Date and continue until May 19, 2014, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to three (3) term periods of one (1) year each.

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

5. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment and previous Amendments, 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

Chief Executive Officer

Date: _____

Department Director

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
Of the City of Costa Mesa