EXHIBIT C

AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT
WITH MIG

This Amendment is made and entered into this ____ of September, 2015, ("Effective Date") by and between the CITY OF COSTA MESA, municipal corporation ("City") and MOORE IACOFANO GOLTSMAN, INC. ("MIG"), a California Corporation ("Consultant").

WHEREAS, Consultant and City entered into an agreement on June 5, 2012, (the "Agreement") for Consultant to provide services more fully described in Consultant's Scope of Work; and

WHEREAS, the original Agreement contained a provision for an initial term of twenty eight (28) months with the option to extend the Agreement for up to four (4) term periods of one (1) year each; and

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

WHEREAS, Consultant and City desire to amend the Agreement to adjust the amount of compensation from the existing compensation limit of Seven Hundred Ninety-Nine Thousand Five Hundred Five Dollars ($799,505.00), to a not-to-exceed amount of Eight Hundred Thirty Eight Thousand Four Hundred Fifty Dollars ($838,450.00); and

WHEREAS, Consultant and City amended the Agreement on June 17, 2014 to revise, among other things, the Scope of Work; and

WHEREAS, Consultant and City desire again to amend the Scope of Services as more fully described in Exhibit "A"; and

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

1. Section 1.1, Scope of Services, 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. Section 2.1, Compensation, 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 Eight Hundred Thirty Eight Thousand Four Hundred Fifty Dollars ($838,450.00).

3. Section 4.1, Term, shall be amended to read, "This Agreement shall commence on the Effective Date and continue until October 1, 2016, 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 two (2) 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 successor Agreements not in conflict with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

_____ Date: _____
Mayor of Costa Mesa

_____ Date: _____
Department Head

_____ Date: _____
Finance Director

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____

Project Manager

ATTEST:

_____

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