

**AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT
WITH MIKE LINARES, INC.**

This Amendment ("Amendment"), is made and entered into July 1, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City") and MIKE LINARES, INC., a California corporation ("Consultant").

WHEREAS, City and Consultant entered into a Professional Services Agreement on September 2, 2014 ("Agreement") for Consultant to provide CDBG/HOME Coordinator services; and

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

WHEREAS, by and through Amendment One, City and Consultant extended the term of the original Agreement through June 30, 2016; and

WHEREAS, Consultant and City wish to amend the Agreement to exercise the second extension so that the new termination date shall be June 30, 2017; and

WHEREAS, by and through Amendment Two, City reallocates funds budgeted for this Agreement to be carried over from the 2015-2016 fiscal year into the 2016-2017 fiscal budget; and

WHEREAS, by and through Amendment Two, City agrees that it shall permit Consultant to delegate and assign services provided to the City as more thoroughly laid out below; and

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Agreement as follows:

1. Section 1.7, Delegation and Assignment, shall be amended to read, "City herein permits Consultant the limited right to delegate services Consultant provides to City. Consultant may engage a subcontractor(s) as permitted by law and at Consultant's sole cost and expense, Consultant may employ other personnel to perform services contemplated by this Agreement."
2. Section 2.1, Compensation, shall be amended to read, "Consultant shall be paid in accordance with the fee scheduled set forth in Exhibit "B," attached hereto and incorporated as the "Fee Schedule". City herein permits the carryover 2015-2016 fiscal funds into the 2016-2017 fiscal budget. Consultant's compensation for this term shall not exceed Eighty Seven Thousand Five Hundred Dollars and Zero Cents (\$87,500.00).
3. Section 4.1, Term, shall be amended to read, "This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2017, unless previously terminated as provided herein or as otherwise agreed to in

writing by the parties. The Parties will have the option to renew two (2) additional 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 caused this Amendment Two to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT – MIKE LINARES, INC.



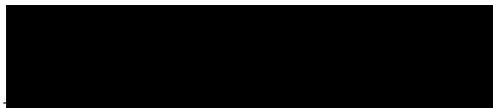
MIKE LINARES
Principal

Date: 7-7-16



EIN

CITY OF COSTA MESA



THOMAS HATCH
Chief Executive Officer

Date: 7/17/16



STEPHEN DUNIVENT
Interim Finance Director

Date: 8/15/16

ATTEST:



BRENDA GREEN
City Clerk

Date: 8/18/16

APPROVED AS TO FORM:

[Redacted Signature]

THOMAS DUARTE
City Attorney

Date: 08/16/16

APPROVED AS TO INSURANCE:

[Redacted Signature]

Risk Management

Date: 8/15/16

APPROVED AS TO CONTENT:

[Redacted Signature]

SILVIA KENNERSON
Project Manager

Date: 7/11/16

DEPARTMENTAL APPROVAL:

[Redacted Signature]

GARY ARMSTRONG
Director, Development Services

Date: 7-11-16