

**AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT
WITH
CIVICSTONE, LLC**

This Amendment Number Two ("Amendment") is made and entered into this 19th day of March, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CIVICSTONE, LLC, a California limited liability company ("Consultant").

WHEREAS, City and Consultant entered into an agreement on September 10, 2018 for Consultant to provide affordable housing consulting services (the "Agreement"); and

WHEREAS, on November 13, 2018, City and Consultant increased Consultant's maximum annual compensation to Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$99,999.00); and

WHEREAS, City and Consultant now desire to amend the Scope of Services to include additional services relating to establishing a permanent bridge shelter within the City, as set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, City and Consultant desire to establish Consultant's compensation for the additional services accordingly.

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

1. The Scope of Services shall be amended to include the additional services set forth in Exhibit A.
2. Consultant's compensation for the additional services set forth in Exhibit A shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00). Consultant shall be paid an hourly rate of One Hundred Forty Dollars (\$140.00) per hour until the construction of the City's permanent bridge shelter is complete. Thereafter, Consultant shall be compensated as set forth in the Agreement, as amended by Amendment Number One to the Agreement.
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

[Signatures appear on following page.]

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

CITY OF COSTA MESA

James J. Detoursneay Date: 5/6/19
Acting City Manager

CONSULTANT

Adam B. Elason Date: 4/15/19
Signature
ADAM B. ELASON, PRINCIPAL
Name and Title

ATTEST:

Brenda Green
City Clerk



APPROVED AS TO FORM:

[Signature] Date: 5/6/19
City Attorney

APPROVED AS TO INSURANCE:

[Signature] Date: 4/23/19
Risk Management

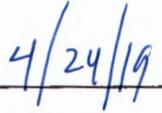
APPROVED AS TO CONTENT:

[Signature] Date: 4/23/19
Project Manager

DEPARTMENTAL APPROVAL:



Parks and Community Services
Director

Date: 

APPROVED AS TO PURCHASING:



Finance Director

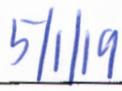
Date: 

EXHIBIT A
ADDITIONAL SERVICES



March 10, 2019

Ms. Tamara S. Letourneau
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

RE: Contract Amendment

Dear Ms. Letourneau,

CivicStone appreciates the opportunity to continue to work with the City of Costa Mesa and their exemplary efforts to provide a temporary and permanent bridge shelter for those experiencing homelessness while at the same time improving public safety for the community.

CivicStone is proud of their accomplishments to date and to work closely with Mayor Foley and Council and all the City Staff, vendors, contractors, and consultants to coordinate and implement a well-planned and best practice shelter strategy.

The following list contains accomplishments since September 2018 as well as additional services needed to complete the permanent bridge shelter:

- Manage and negotiate the real estate acquisition process for permanent shelter.
- Prepare and negotiate lease agreement and related addendum for temporary shelter.
- Coordinate meetings and presentations with business owners surrounding permanent shelter and remain the point of contact.
- Research and prepare the scope of work and budget for temporary shelter options.
- Provide project management for temporary and permanent shelter including strategic problem solving, progress payment authorization, project scheduling, and coordination of all items related to the implementation of both shelters.
- Manage the due diligence process including bidding and hiring various companies needed to inspect potential acquisitions (ADA improvements, Relocation, Phase 1, Property Condition, Appraisal, Budget/Scope for Improvements).

- Coordinate with City Staff and the Shelter Operator on the space planning and logistics for the successful design and implementation of the temporary and permanent shelter.
- Prepare update reports, staff reports, research options and analysis, and attend City/Operator progress and update meetings.
- Research, prepare and manage the design phase of the temporary and permanent homeless shelters. This includes the preparation and coordination of the Request for Proposal for Design Services and the related design planning meetings with City Staff and Operator.
- Prepare and coordinate with City Staff the Request for Proposal for construction improvements for the permanent bridge shelter and the related selection process and meetings with the design team and throughout the construction phase.
- Provide assistance and analysis for various affordable housing projects, including permanent supportive housing in the future.

CivicStone proposes to provide the services listed above until the permanent bridge shelter is completed for an amount not to exceed \$150,000.

Furthermore, the hourly billing rate of Adam Ellason will be discounted until the permanent bridge shelter is completed from \$160/hour to \$140/hour.

CivicStone remains completely committed to be an integral part of achieving the City's goal of providing shelter for those experiencing homelessness while at the same time improving public safety and the lives of those who live and work in Costa Mesa.

Sincerely,



Adam B. Ellason
Principal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kosich Insurance Agency, Inc. 3435 Mt. Diablo Blvd., Ste 300 Lafayette CA 94549	CONTACT NAME: Kenneth R Kosich	
	PHONE (A.C. No. Ex): (925) 284-3911	FAX (A.C. No.): (925) 284-3919
E-MAIL ADDRESS: corp@kosich.com		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: Sentinel Insurance Co		11000
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED (909) 706-7193
 CivicStone, LLC
 Po Box 1452
 Chino Hills CA 91709

COVERAGES **CERTIFICATE NUMBER:** Cert ID 3370 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	578BARK9730	08/30/2018	08/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		578BARK9730	08/30/2018	08/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAS <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAS <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Costa Mesa and its elected and appointed boards, officers, agents and employees are named as additional insureds for General Liability with respect to the subject project and agreement as required by written contract per the attached endorsement forms, SS4170 0611/IR1200 1185 and SS00080405, including primary wording and waiver of subrogation.
 *Policy affords 30 days' notice of cancellation except 10 days' notice for non-payment of premium.
 *CivicStone, LLC does not own corporate or fleet vehicles, and therefore only carries Hired/Non-Owned Auto Liability coverage.

CERTIFICATE HOLDER City of Costa Mesa and its Elected and Appointed Boards, Officers, Agents and Employees 77 Fair Drive Costa Mesa CA 92626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

CITY OF COSTA MESA (SEE IH 1200 FOR ADDITIONAL LANGUAGE)

Location(s) Of Covered Operations:

77 FAIR DRIVE, COSTA MESA, CA 92626

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section C. - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 57 SBA BK9730



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS- SCHEDULED PERSON OR ORGANIZATION

CITY OF COSTA MESA AND ITS ELECTED
AND APPOINTED BOARDS, OFFICERS,
AGENTS, AND EMPLOYEES
77 FAIR DRIVE
COSTA MESA CA 92626