

**AMENDMENT NUMBER SIX TO
PROFESSIONAL SERVICES AGREEMENT
WITH
STRADLING YOCCA CARLSON & RAUTH, LLP**

This Amendment Number Six to Professional Services Agreement with Stradling Yocca Carlson & Rauth, PC (“Amendment Six”) is made and entered into as of November 6, 2024, (“Effective Date”), by and among the CITY OF COSTA MESA, a municipal corporation (“City”), SUCCESSOR AGENCY TO THE COSTA MESA REDEVELOPMENT AGENCY, a public entity existing under Division 24, Part 1.85 of the California Health and Safety Code (“Successor Agency”), COSTA MESA HOUSING AUTHORITY, a public body corporate and politic (“Housing Authority”), and STRADLING YOCCA CARLSON & RAUTH, LLP a California limited liability partnership (“Consultant”). Together, City, Successor Agency, and Housing Authority may be referred to as “City.”

WHEREAS, City and Consultant entered into a professional services agreement dated as of February 1, 2012 for Consultant to provide special counsel legal services to the City (“Agreement”); and

WHEREAS, on January 31st, 2017, the City and Consultant entered into Amendment One to extend the term of the Agreement through January 31, 2018.

WHEREAS on April 18, 2017, the City and Consultant entered into Amendment Two to amend the Scope of Services and the Consultant’s compensation.

WHEREAS, on August 1, 2017, the City and Consultant entered into Amendment Three to further amend the Scope of Services.

WHEREAS, on January 31, 2018, the City and Consultant entered into Amendment Four to extend the term of the Agreement through January 31, 2019.

WHEREAS, on January 31, 2019, the City and Consultant entered into Amendment Five to reflect that the term of the Agreement shall remain in effect unless terminated under Section 4.2 or as otherwise agreed to in writing by the parties.

WHEREAS, Section 2.1 of the Agreement provides that Consultant’s compensation shall be based on Exhibit “A”, Services and Compensation Rates; and

WHEREAS, City and Consultant now desire by this Amendment Six to update the hourly compensation rates and the named principals primarily responsible to provide legal services under the Agreement; and

WHEREAS, City and Consultant intend and desire that this Amendment Number Six be retroactive to the Effective Date.

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

1. The foregoing recitals in this Agreement are hereby declared to be true and correct and are incorporated as if fully set forth herein.
2. This Amendment Six shall be retroactive to the Effective Date.
3. The hourly fee schedule for Consultant as referenced in Section 2.1 and set forth in paragraph 3 of Exhibit "A", Scope of Services and Compensation Rates, is amended as follows, subject to adjustments and provisions therein.

Special Counsel Services for Advisory and Transactional Matters - Affordable Housing and Economic Development (but, not otherwise paid at a project closing by a Developer as noted below); excluding litigation and public finance matters, as listed later:

- \$530/hour for Partners, including Celeste Brady
- \$530/hour for Of Counsel, if any
- \$475/hour for senior associates
- \$425/hour for associates
- \$250/hour for paralegals

Transactions that are paid at project closing by a Developer, if negotiated in Costa Mesa's contract with a Developer (excludes fixed fee bond counsel and disclosure counsel services as listed below)

- \$630/hour for Partners, including Celeste Brady
- \$630/hour for Of Counsel, if any
- \$515/hour for senior associates
- \$475/hour for associates
- \$260/hour for paralegals

Litigation Legal Services (if requested)

- \$550/hour for Partners
- \$530 for Of Counsel, if any
- \$490/hour for senior associates
- \$450/hour for associates
- \$250/hour for paralegals

Public Finance Advisory Services

- \$650/hour for Partners and Of Counsel
- \$500/hour for senior associates
- \$460/hour for associates
- \$250/hour for paralegals

Bond Counsel and Disclosure Counsel Fees: As and when requested, bond counsel and disclosure counsel matters will be undertaken on an issue-by-issue basis.

4. New Exhibit "A" (Scope of Services and Compensation Rates) are subject to annual CPI adjustment.

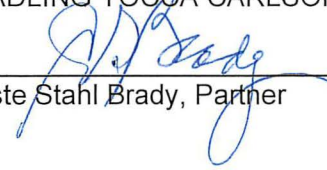
5. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.
6. All other provisions of the Agreement, as amended by Amendments One, Two, Three, Four, Five and this Amendment Six, shall remain in full force and effect.
7. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Number Six to Professional Service Agreement with Stradling Yocca Carlson & Rauth, PC be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

STRADLING YOCCHA CARLSON & RAUTH



Celeste Stahl Brady, Partner

Date: 02-24-25

CITY OF COSTA MESA



Lori Ann Farrell Harrison
City Manager

Date: 4/10/2025

SUCCESSOR AGENCY TO
COSTA MESA REDEVELOPMENT AGENCY



Lori Ann Farrell Harrison
Executive Director

Date: 4/10/2025

COSTA MESA HOUSING AUTHORITY



Lori Ann Farrell Harrison
Executive Director

Date: 4/10/2025

ATTEST:




Brenda Green
City Clerk and Secretary



Date: 4/15/2025

APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney and General Counsel

Date: 3/31/25

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 3/24/25

APPROVED AS TO CONTENT:



Christopher Neal
Project Manager

Date: 3-24-25

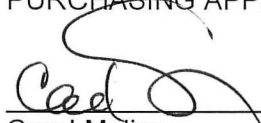
DEPARTMENTAL APPROVAL:



Carrie Tai
Economic and Development Services Director

Date: 3/26/25

PURCHASING APPROVAL:



Carol Molina
Finance Director

Date: 3/12/25

EXHIBIT "A"

Scope of Services and Compensation Rates

Special Counsel Services for Advisory and Transactional Matters - Affordable Housing and Economic Development (but, not otherwise paid at a project closing by a Developer as noted below); excluding litigation and public finance matters, as listed later:

- \$530/hour for Partners, including Celeste Brady
- \$530/hour for Of Counsel, if any
- \$475/hour for senior associates
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These compensation rates are subject to an annual CPI adjustment.