

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F001059
WITH ECONOMIC & PLANNING SYSTEMS, INC.**

Attachment 1

This Second Amendment to Agreement number F001059, dated November 19, 2015 ("Agreement") is made as of this _____ day of _____, 2016, by and between the City of Santa Rosa, a municipal corporation ("City"), and Economic & Planning Systems, Inc. a California corporation ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide services to 1) study and evaluate concepts for a rent stabilization program; 2) identify and evaluate options for improved housing production; 3) coordinate with concurrent efforts involving development impact fee review; and 4) assist with the preparation of affordable housing study sessions to Council.
- B. City and Consultant entered into the Agreement for Consultant to provide project management of the new Housing Action Plan.
- C. City and Consultant now desire to amend the Agreement for the purpose of completion of the Housing Action Plan including presentation to the City Council.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 1. Scope of Services

Exhibit A to the Agreement is supplemented by Exhibit A-2 to this Amendment.

2. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by thirty-five thousand dollars (\$35,000) to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of one hundred thirty-one thousand three hundred eighty dollars (\$131,380.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 340400-5320."

3. Section 12. Time of Performance

The last sentence of Section 12 is amended to read as follows:

"Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than August 16, 2016."

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: Economic & Planning Systems, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: James R. Musbach

Title: Managing Principal, President

By: _____

Print Name: Darin Smith

Title: Managing Principal, Secretary

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name: John Sawyer, Mayor

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

999702-0856

Attachment: Exhibit A-2 - Scope of Services