

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

This Third Amendment to Agreement number F001059, dated November 19, 2015 ("Agreement") is made as of this 23rd day of May, 2017, 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 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; 4) assist with the preparation of affordable housing study sessions to Council; and 5) provide project management and technical support related to refining, completing and measuring the results of the Housing Action Plan, as previously amended by the First and Second Amendments.
- B. City and Consultant now desire to amend the Agreement for the purpose of project management and completion of the new Housing Action Plan.

**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-3 to this Amendment.

2. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$63,425.00 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 ninety-four thousand, eight hundred five dollars and no cents (\$194,805.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 08038-5320 ED Work Plan Initiative."

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 October 31, 2017."

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: James R. Musbach

Print Name: James R. Musbach

Title: President

By: D. Smith

Print Name: Darin Smith

Title: Secretary

City of Santa Rosa Business Tax Cert. No.

327892

Attachment: Exhibit A-3 - Scope of Services

**CITY OF SANTA ROSA**  
a Municipal Corporation

By: \_\_\_\_\_

Print Name: Chris Coursey, Mayor

APPROVED AS TO FORM:

Angel Casagrande  
Office of the City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk