

**AMENDMENT NUMBER ONE  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH  
STRADLING YOCCA CARLSON & RAUTH**

This **Amendment Number One to Professional Services Agreement with Stradling Yocca Carlson & Rauth** ("Amendment One") is made and entered into as of the 31<sup>st</sup> day of January 2017 ("Effective Date"), by and among the **CITY OF COSTA MESA**, a municipal corporation ("City"), the **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"), the **COSTA MESA HOUSING AUTHORITY**, a public body corporate and politic ("Housing Authority"), and **STRADLING YOCCA CARLSON & RAUTH, PC**, a California professional law corporation ("Consultant"). Together, the 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 ("Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for an initial term of five (5) years, with the option to extend the Agreement for four (4) additional one (1) year periods; and

WHEREAS, City and Consultant desire to extend the term for one (1) year, through January 31, 2018, and to set forth Consultant's hourly rates for the further extended term accordingly, and make certain minor corrections to the Agreement.

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

1. The term of the Agreement, as amended by this Amendment One, shall be extended through January 31, 2018.
2. For the period commencing on February 1, 2017 and ending on January 31, 2018, Consultant's hourly rates shall be modified as set forth in Exhibit "A," attached hereto and incorporated herein by this reference. All other provisions relating to Consultant's compensation shall remain as set forth in the Agreement.
3. In the Agreement, the party, Successor Agency, was named "City of Costa Mesa Acting as Successor Agency to the Costa Mesa Redevelopment Agency." However, since the effective date of the Agreement, the legislature amended the Dissolution Act to clarify and confirm in Section 34173(g) of the California Health and Safety Code that: "A successor agency is a separate public entity from the public agency that provides for its governance and the two entities shall not merge." Therefore, the Successor Agency as a party under the Agreement, as amended by this Amendment One, shall be the "Successor Agency to the Costa Mesa Redevelopment Agency" as a separate public entity from the City of Costa Mesa.
4. All references to the terms "Chief Executive Officer" and "CEO" in the Agreement are hereby amended by this Amendment One to "City Manager". All other terms not defined herein shall have the same meaning and use as set forth in the Agreement.
5. All other conditions and provisions of the Agreement shall remain in full force and effect.

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

CONSULTANT

*C. Brady*  
Celeste Stahl Brady, Shareholder

Date: 2-7-17

CITY OF COSTA MESA

*Thomas R. Rauth*  
City Manager

Date: 2/14/17

SUCCESSOR AGENCY

*[Signature]*  
Chair

Date: 2/22/17

HOUSING AUTHORITY

*[Signature]*  
Chair

Date: 2/22/17

ATTEST:

Brenda Green 2/23/17  
City Clerk and Secretary



APPROVED AS TO FORM:

*[Signature]* *ACIA*  
City Attorney and General Counsel


Date: 2-10-17

APPROVED AS TO INSURANCE:

  
Risk Management

Date: 2/8/17

APPROVED AS TO CONTENT:

  
Project Manager


Date: 2-8-17

DEPARTMENTAL APPROVAL:

  
Development Services Director

Date: 2/13/17

APPROVED AS TO PURCHASING:

  
Interim Finance Director

Date: 2-09-17

## **EXHIBIT A**

### **Modification to Hourly Fees of Exhibit A to Agreement**

For the period February 1, 2017 to January 31, 2018, the hourly fee schedule set forth in Section 3, Compensation, of Exhibit A to the original Agreement is amended in accordance with the hourly fee schedule set forth below.

- Shareholders \$345.00/hr (Celeste Brady and other shareholders)
- Associates \$295.00/hr
- Paralegals \$165.00/hr