

**AMENDMENT NUMBER FIVE
TO PROFESSIONAL SERVICES AGREEMENT
WITH STRADLING YOCCA CARLSON & RAUTH, PC**

This *Amendment Number Five to Professional Services Agreement with Stradling Yocca Carlson & Rauth, PC* ("Amendment Five") is made and entered into as of January 31, 2019 ("Effective Date"), by and among 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, PC, a California professional law corporation ("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, Section 4.1 of the Agreement provides for a 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 amended and extended the Agreement for one (1) year, through January 31, 2018, by Amendment Number One to Professional Services Agreement dated as of January 31, 2017; and

WHEREAS, City and Consultant amended the Scope of Services to more fully describe the public finance legal services related to the City's issuance of lease revenue bonds for the Lions Park project by Amendment Number Two to Professional Services Agreement dated as of April 18, 2017; and

WHEREAS, City and Consultant further amended the Scope of Services to include additional public finance legal services related to the refunding of the \$29,960,000 City of Costa Mesa, 2007 Certificates of Participation (Police Facility Expansion Project) also in connection with the Lions Park project by Amendment Number Three to Professional Services Agreement dated as of August 1, 2017; and

WHEREAS, City and Consultant further amended and extended the Agreement for one (1) year, through January 31, 2019, by Amendment Number Four to Professional Services Agreement dated as of January 31, 2018; and

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

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

1. Section 4.1 of the Agreement shall be deleted in its entirety and replaced as follows:

4.1 Term. The initial term of this Agreement began on February 1, 2012, and was amended by Amendment One and Amendment Four, and under Amendment Five shall

continue on the Effective Date of January 31, 2019, and shall remain in effect unless terminated under Section 4.2 or as otherwise agreed to in writing by the parties.

2. The hourly fee schedule for Consultant as referenced in Section 2.1 and set forth in paragraph 3 of Exhibit A, Services and Compensation Rates, is amended as follows, subject to adjustments and provisions therein.

- Affordable Housing, Dissolution, Municipal Law Advisory and Transactional Matters:
 - Shareholders (who include Celeste Brady) \$375
 - Senior Associates \$340
 - Associates \$320
 - Paralegals \$200
- Public Finance Advisory:
 - Shareholders \$460
 - Senior Associates \$360
 - Associates \$340
 - Paralegals \$200
- Litigation:
 - Shareholders \$390
 - Senior Associates \$345
 - Associates \$320
 - Paralegals \$200

3. Exhibit A, paragraph 4, Principals, that names Consultant's shareholder(s) primarily responsible for public finance or bond issuance matters is amended to delete named shareholder E. Kurt Yeager due to his retirement from the firm, and to add the names of shareholders Vanessa Legbandt and Cyrus Torabi, and to correct and update the reference to Senior Associate Vanessa Locklin to her firm status as a shareholder and her legal name is now Vanessa Legbandt.

4. All other terms not defined in this Amendment Five shall have the same meaning and use as set forth in the Agreement.

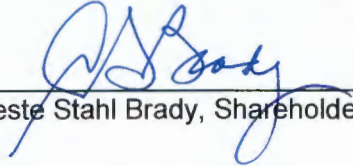
5. All other provisions of the Agreement, as amended by Amendments One, Two, Three, Four, and this Amendment Five, shall remain in full force and effect.

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

[Signatures appear on following page.]

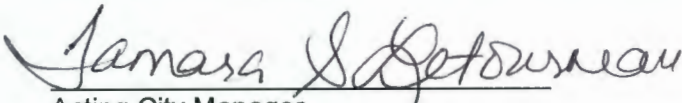
CONSULTANT:

STRADLING YOCCA CARLSON & RAUTH


Celeste Stahl Brady, Shareholder

Date: 2-20-19

CITY OF COSTA MESA


Acting City Manager

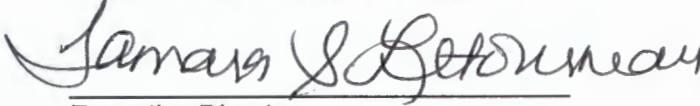
Date: 3/14/19

SUCCESSOR AGENCY TO
COSTA MESA REDEVELOPMENT AGENCY


Executive Director

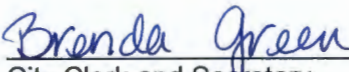
Date: 3/14/19

COSTA MESA HOUSING AUTHORITY


Executive Director

Date: 3/14/19

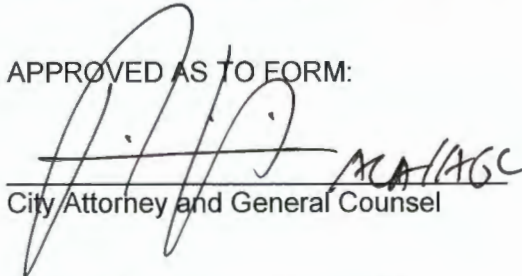
ATTEST:


City Clerk and Secretary



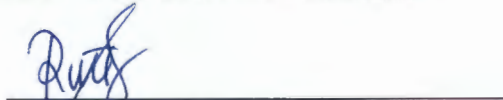
Date: 3/18/19

APPROVED AS TO FORM:


City Attorney and General Counsel

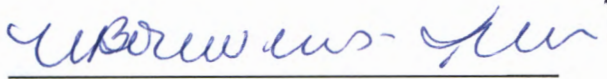
Date: 3/13/19

APPROVED AS TO INSURANCE:


Risk Management

Date: 3/11/19

APPROVED AS TO CONTENT:



Project Manager

Date: 2.25.19

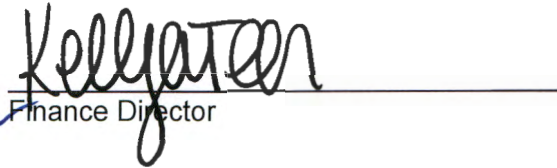
DEPARTMENTAL APPROVAL:



Economic & Development Services Director

Date: 2.26.19

APPROVED AS TO PURCHASING:



Finance Director

Date: 3/6/19