

**AMENDMENT NUMBER FOUR
TO AGREEMENT FOR FINANCIAL CONSULTING SERVICES**

This Amendment is made and entered into this **16th day of June, 2015**, (“Effective Date”) among THE COSTA MESA HOUSING AUTHORITY, a public body corporate and politic (“Housing Authority”) and the CITY OF COSTA MESA, a California municipal corporation (“City”) (together the Housing Authority and City as referred to as “Costa Mesa”), and KEYSER MARSTON ASSOCIATES, INC., a California Corporation (“Consultant”).

WHEREAS, Successor Agency to the City of Costa Mesa Redevelopment Agency, the City and Consultant entered into an original agreement on July 1, 2012, to provide financial consulting services (the “Agreement”); and

WHEREAS, the original Agreement contained a provision for an initial term of one (1) year with the option to extend the Agreement for up to three (3) one year periods; and

WHEREAS, Consultant and City desire to exercise the third extension, so that the new termination date shall be June 30, 2016; and

WHEREAS, the Successor Agency to the City of Costa Mesa Redevelopment Agency is no longer a party to this Agreement; and

WHEREAS, Consultant no longer provides services to the Successor Agency to the Costa Mesa Redevelopment Agency; and

WHEREAS, Consultant and City desire to amend the Agreement to decrease the current amount of compensation from Two Hundred Thousand Dollars (\$200,000.00), to a total amount not to exceed One Hundred Seven Thousand Nine Hundred Seventeen Thousand Dollars (\$107,917.00); and

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

1. Paragraph 1.1 of the original Agreement shall be amended to read, “Consultant shall provide the professional services described in Consultant’s Scope of Work, a copy of which is attached hereto as Exhibit “A,” and which is incorporated herein by this reference.”
2. Paragraph 2.1 of the original Agreement shall be amended to read, “As compensation for the provision of services outlined in Exhibit “A” and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “B,” attached hereto and incorporated by reference. Consultant’s total compensation shall not exceed One Hundred Seven Thousand Nine Hundred Seventeen Thousand Dollars (\$107,917.00).”
3. Paragraph 4.1 of the Agreement is hereby amended to read, “This Agreement shall commence on the Effective Date and continue until June 30, 2016, unless

previously terminated as provided herein or as otherwise agreed to in writing by the parties.”

4. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.

5. All other terms, conditions, and provisions of the successor Agreements not in conflict with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF COSTA MESA, A municipal corporation

COSTA MESA
HOUSING AUTHORITY
a public body corporate and politic

Mayor of the City of Costa Mesa

Housing Authority Executive Director

Date: _____

Date: _____

Department Director

Date: _____

KEYSER MARSTON ASSOCIATES, INC.
“Consultant”

Signature

Date: _____

Kathleen H. Head, Vice President
Name and Title

94-2363741
Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
Of the City of Costa Mesa

APPROVED AS TO CONTENT:

Project Manager

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____