

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF DESERT HOT SPRINGS
AND
MIG, INC.**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF DESERT HOT SPRINGS AND MIG, INC. ("Second Amendment"), is made and entered into as of the 18th day of June, 2019, by and between the City of Desert Hot Springs, a municipal corporation, in the County of Riverside, State of California, hereinafter referred to as the "City," and MIG, Inc., a California corporation, hereinafter referred to as "Consultant," with the City and Consultant sometimes together referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties previously entered into that certain Professional Services Agreement by and Between the City of Desert Hot Springs and MIG, Inc., dated July 18, 2017 ("Agreement"), for Consultant to provide the City with services related to the 2018 Comprehensive General Plan Update; and

WHEREAS, through an amendment of the Agreement dated February 5th, 2019 ("First Amendment"), the Parties amended the Agreement to extend the completion date; and

WHEREAS, the Parties now desire to again amend the Agreement to add additional services to the Scope of Services and increase the compensation to be paid to Consultant.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

Section 1. RECITALS

The Recitals set forth above are hereby incorporated into this Second Amendment by this reference, as though fully set forth herein.

Section 2. DEFINITIONS AND TERMS

All words, terms and phrases used or referenced in this Second Amendment, not expressly defined in this Second Amendment, shall have the same meaning ascribed to them in the Agreement.

Section 3. SECTION 2 – SCOPE OF SERVICES

Exhibit “A,” which sets forth additional services (“Additional Services”) to be performed by Consultant and is attached hereto and incorporated herein by this reference, is hereby added to the Scope of Services.

Section 4. SECTION 4 - COMPENSATION

Section 4 of the Agreement is hereby amended so that Consultant shall be paid an additional not to exceed amount of Eighty Thousand Dollars and No Cents **(\$80,000.00)**, in accordance with Exhibit “A,” for Consultant’s performance of the Additional Services, so that the total compensation to be paid Consultant under the Agreement shall be a not to exceed amount of Four Hundred Thirty Two Thousand Dollars and No Cents **(\$432,000.00)**.

Section 5. ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Second Amendment or as a result of any alleged breach of any provision of this Second Amendment, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 6. COUNTERPARTS

This Second Amendment may be executed in several counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument and shall become binding upon the Parties when at least a copy hereof shall have been signed by the Parties hereto.

Section 7. CONFLICTS

In the event there exists any conflicts between the terms of this Second Amendment, the First Amendment, and the Agreement, the terms of this Second Amendment shall be superseding.

Section 8. REMAINING PROVISIONS

All other remaining terms and conditions of the Agreement and First Amendment shall remain unchanged.

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IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed as of the date first written above.

CITY OF DESERT HOT SPRINGS

MIG, INC.

Charles Maynard, City Manager

Carolyn Verheyen, Vice President

ATTEST:

Jerryl Soriano, City Clerk

APPROVED AS TO FORM:

Jennifer Mizrahi, City Attorney

EXHIBIT "A"
ADDITIONAL SERVICES
SEE ATTACHED

memo pasadena

to **Rebecca Deming, Community Development Director**

from **Jose M. Rodriguez and Laura R. Stetson**

re **Housing Element and Zoning Tasks Added Costs**

date **May 31, 2019**

This memorandum outlines the additional work and costs associated with a path forward to adopt and certify the 2014-2021 mid-cycle Housing Element, including preparing a new Zoning Map and Zoning Districts to address the California Department of Housing and Community Development's (HCD) comments and ensure zoning is in place to accommodate the RHNA. We also included several other tasks and potential workshops as previously discussed with you.

Please note that costs show here are not-to-exceed costs. We will bill on a time-and-materials basis. Also, hearing costs will be covered under our current contract.

- **2014-2021 Housing Element Mitigated Negative Declaration (MND).** The current HCD Draft Housing Element (submitted to HCD on April 15, 2019) is required to move forward prior to the adoption of the comprehensive General Plan pursuant to HCD comments. As a result, separate CEQA documentation in the form of a Mitigated Negative Declaration will be required since adoption of the Housing Element is considered a "project" under CEQA. **Cost: \$25,000**
- **Mid-Cycle Housing Element.** Upon completion and adoption of the 2014-2021 Housing Element, HCD is requiring the City to prepare a mid-cycle Housing Element, which will be adopted by the City concurrently with the comprehensive General Plan Update. The foundational elements will come from the 2014-2021 Housing Element. Since the General Plan Update is inclusive of an EIR, a separate CEQA document is not required. **Cost: \$5,000**
- **Lawsuit Settlement Housing Element Workshop.** MIG will conduct an additional workshop that focuses solely on the Housing Element in accordance with the lawsuit settlement. Two MIG staff will attend the workshop. The City will be responsible for advertising the workshop. **Cost: \$5,000**

- **Zoning Map and Zoning Districts.** The draft Land Use element recommends new mixed use and residential districts to accommodate additional housing opportunities that satisfy State housing law. HCD is requiring those zoning standards and map to be in place concurrent with the mid-cycle Housing Element adoption. MIG will prepare new mixed use and residential zones with zoning standards and allowable use tables, as well as an entirely new zoning map consistent the new Land Use Plan. **Cost: \$40,000**
- **Circulation Map and Scoping Meeting Workshop.** As previously discussed with you, the City Council expressed interest in conducting a new workshop that focuses on the proposed Circulation Plan. A suggestion was made that this workshop could be completed concurrently with the EIR scoping meeting. **Cost: \$5,000**

The total costs for all these tasks add to \$80,000. If you would like to move forward with these tasks, we can provide a detailed scope of work to complement these costs. If needed, we are happy to discuss these tasks with you further.