

CITY OF SIGNAL HILL

FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This First Amendment to Professional Consultant Services Agreement ("First Amendment") is made and entered into this ____ day of _____, 20____, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755("City") and Moore Lacofano Goltsman, Inc. (MIG), a California corporation, with its principal place of business at 800 Hearst Avenue, Berkeley, CA 94710 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Professional Consultant Services Agreement for the provision of professional consultant services for the preparation of a General Plan Environmental Justice Element and update to the Safety, Environmental Resource Element, Circulation Element and Land Use Element of the City of Signal Hill's General Plan dated April 26, 2022 ("Agreement") with an initial term of 3 years and total compensation not-to-exceed \$250,000 over the term of the Agreement.

2.2 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement by one year to expire on April 26, 2026, thereby exercising the first of two optional one-year term extensions authorized under the Agreement and in order to increase the rates of compensation under the Agreement by 3.3%.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

"The term of this Agreement shall be from April 26, 2022 to April 26, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines."

3.2 Rates of Compensation. Exhibit "C" of the Agreement is hereby amended in its entirety and replaced in the form of Attachment "1" to this First Amendment, attached hereto and incorporated herein by reference.

3.3 Remaining Provisions. Except as specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

****Signatures on following page****

SIGNATURE PAGE TO

**FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT
BETWEEN CITY OF SIGNAL HILL AND MOORE LACOFANO GOLTSMAN, INC.**

CITY OF SIGNAL HILL

MOORE LACOFANO GOLTSMAN, INC.

By: _____
Carlo Tomaino
City Manager

By: _____
Daniel S. Lacofano, President

ATTEST:

By: _____
Chris Beynon, Treasurer

By: _____
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

**ATTACHMENT “1” TO FIRST AMENDMENT TO PROFESSIONAL CONSULTANT
SERVICES AGREEMENT**

**EXHIBIT "C"
COMPENSATION**

Consultant shall receive compensation at the rates set forth below. In no event shall the compensation paid to Consultant exceed Two Hundred Fifty Thousand Dollars (\$250,000) over the term of the Agreement without the advanced written consent of the City Council or City Manager, as applicable.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth below may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties for the preceding year..

***See detailed rate schedules on following page(s)**

Staff Billing Rates – Urban Planning

STAFF	HOURLY RATE
Principal-in-charge	\$232.50
Project Manager	\$165.25
General Plan Specialist	\$165.25
Project Associate	\$110.60
Senior Planner II	\$196.25
Planning Director	\$201.45
Senior Planner I	\$154.95

Expenses

CATEGORY	BASIS
Commercial travel	Cost + 10%
Automobile travel	Current IRS rate
Lodging/meals	Cost + 10%
Photocopying (A and B sizes)	\$0.10/image
Color copies	\$0.50/image
Commercial report production	Cost + 10%
Noise meter setup	\$50/unit/day
Subcontractors	Cost + 10%
Other (lab, aerial photos, etc.)	Cost + 10%

Staff Billing Rates – Environmental Services

STAFF	HOURLY RATE
Director of Environmental Services	\$206.00
Air Quality and Noise Analyst	\$98.15
Environmental Analyst/Noise Studies	\$154.95
Director of Air Quality, Greenhouse Gases, and Noise Services	\$212.75
Senior Environmental Analyst I	\$129.20
Senior Environmental Analyst II	\$170.45

Expenses

CATEGORY	BASIS
Commercial travel	Cost + 10%
Automobile travel	Current IRS rate
Lodging/meals	Cost + 10%
Photocopying (A and B sizes)	\$0.10/image
Color copies	\$0.50/image
Commercial report production	Cost + 10%
Noise meter setup	\$50/unit/day
Subcontractors	Cost + 10%
Other (lab, aerial photos, etc.)	Cost + 10%