

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF BEAUMONT AND LISA WISE CONSULTING, INC., FOR PROFESSIONAL  
PLANNING SERVICES FOR THE CITY OF BEAUMONT HOUSING ELEMENT  
UPDATE**

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 17<sup>th</sup> day of AUGUST, 2021, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and LISA WISE CONSULTING, INCORPORATED, a California corporation whose address is 983 Osos Street, San Luis Obispo, CA 93401 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

This Second Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On October 20<sup>th</sup>, 2020, the City and LISA WISE CONSULTING, INCORPORATED, entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor” for PROFESSIONAL PLANNING SERVICES FOR THE CITY OF BEAUMONT GENERAL PLAN UPDATE (“Agreement”).

B. City requested amendment one for a change in scope to the work under the Agreement regarding the addition of objective design standards and standard accessory dwelling unit plans, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.

C. City has requested a further change in scope to the work under the Agreement regarding the addition of an Affirmatively Furthering Fair Housing (AFFH) component of the Housing Element Update to meet the State of California requirements for a certified Housing Element, a copy of which is attached hereto as Exhibit “B” and incorporated herein by this reference.

2. AMENDMENT

Section 2 of the Agreement is hereby amended to add to the Services those services identified in the Proposal attached hereto as Exhibit “B”.

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under the original Agreement, compensation was set at Two Hundred Nine Thousand Nine Hundred Ninety Five Dollars (\$209,995). Per the First Amendment, compensation of Two Hundred Nine Thousand Nine Hundred Ninety Five Dollars (\$209,995) was increased by the maximum amount of Sixty Five Thousand Four Hundred Seventy Dollars (\$65,470) as provided in the Proposal attached hereto as Exhibit “A” resulting in total compensation under the Agreement not to exceed Two Hundred Seventy Five Thousand Four

Hundred Sixty Five Dollars (\$275,465).

Per the Second Amendment, compensation is increased by the maximum amount of Eleven thousand Eight Hundred Eighty Dollars (\$11,880) as provided in the Proposal attached hereto as Exhibit "B" resulting in total compensation under the Agreement not to exceed Two Hundred Eighty-Seven Thousand Three Hundred Forty-Five Dollars (\$275,345).

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this First Amendment to Professional Services Agreement to be effective as of the day and year first above-written.

**CITY:**

**CONTRACTOR:**

CITY OF BEAUMONT

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Mike Lara, Mayor

Print Name: \_\_\_\_\_

ATTEST

Title: \_\_\_\_\_

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM

\_\_\_\_\_

John Pinkney, City Attorney

**EXHIBIT "A"**

**PROPOSAL DATED MARCH 19<sup>th</sup>, 2020**

**EXHIBIT "B"**

**PROPOSAL DATED JULY 16, 2021**