

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF COACHELLA  
AND  
Lisa Wise Consulting, Inc.**

**ARTICLE 1. PARTIES AND DATE**

This First Amendment to the Professional Services Agreement (“First Amendment”) dated as of the 25<sup>th</sup> day of February 2021 is entered into by and between the City of Coachella (“City”) and Lisa Wise, President (“Consultant”), of Lisa Wise Consulting, Inc., a California corporation with its principle place of business at 706 South Hill Street, Suite 1100, Los Angeles, CA 90014.

**ARTICLE 2. RECITALS**

**2.1** City and Consultant entered into that certain Professional Services Agreement dated October 15, 2020 (“Agreement”), whereby Consultant agreed to prepare a General Plan Amendment for the Coachella 6<sup>th</sup> Cycle Housing Element Update project, more specifically described in “Exhibit A” of the Agreement.

**2.2** City and Consultant now desire to amend the Agreement to increase the amount of compensation, and amend the scope of work to include additional services related to the public outreach and community engagement efforts of the project.

**ARTICLE 3. TERMS**

**3.1** The following sections of the Agreement are amended as described below:

A) The second sentence of Section 3.3.1 is hereby deleted in its entirety and amended to read as follows:

**The total compensation shall not exceed One Hundred Thirty Thousand and Seventy Dollars (\$130,070.00) without written approval of City’s City Manager.**

B) Task 5.A and 5.B of Exhibit A entitled “Scope of Services” is amended as shown below (deleted text in strikethrough and amended text is underlined):

## Task 5.A Community Presentations and Meetings

LWC will lead three (3) Focus Group Meetings, and one (1) public workshop ~~two (2) public workshops~~ during the development and review of the Housing Element. These events will be held as webinars with presentation material prepared by LWC. City Staff is anticipated to prepare meeting notifications and participate in the meetings to help address community questions. Prior to the meetings, LWC will work with the City to develop an outreach strategy to clarify timing and objectives of the outreach efforts.

## Task 5.B Meetings with Planning Commission and City Council

Prior to the adoption of the final Housing Element, LWC will participate in one (1) study session and public hearings with both the Planning Commission and City Council to present findings and respond to questions and incorporate recommendations as appropriate. LWC will provide all materials and graphics for these hearings.

### **Meetings**

- *One (1) study session with the Planning Commission and City Council*
- *One (1) public hearing with the Planning Commission*
- *One (1) public hearing with the City Council*

C) Exhibit A entitled “Scope of Services” is amended by adding a new Task 6 entitled “Public Engagement” as follows:

## **Task 6 Public Engagement (new)**

LWC will work with the City to develop additional public engagement activities to include the development and strategizing purpose and timing of meetings for a steering/advisory committee, meeting facilitation for two of the steering/advisory committee meetings, development of a Housing Element website, and preparation of a Housing Element on-line survey.

### **Steering Committee Meetings**

- *Two (2) steering committee meetings*

### **Deliverables**

- *Engagement strategy for the Housing Element Steering/Advisory Committee*
- *Meeting presentation materials for the Steering/Advisory Committee*
- *City-sponsored website (with comment function and links to City social media)*
- *Develop On-Line Survey and compile Survey Results (City responsible for distribution and*

noticing of survey)

**Lisa Wise Consulting, Inc. (LWC) will complete Task 6, resulting in minor adjustments to the prior-approved schedule and generation of additional and modified tasks. The total added fee for the Task 6 will be \$34,020.00.**

**3.2 Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

**3.3 Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

**3.4 Counterparts.** This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY OF COACHELLA**

**LISA WISE CONSULTING SERVICES, INC.**

By: \_\_\_\_\_  
City Manager

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney