

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

ARTICLE 1. PARTIES AND DATE

This Second Amendment to the Professional Services Agreement (“Second Amendment”) dated as of the 14th day of October 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 6th Cycle Housing Element Update project, more specifically described in “Exhibit A” of the Agreement.

2.2 City and Consultant entered into a First Amendment on the 25th day of February 2021 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.

2.3 City and Consultant now desire to enter into a Second Amendment (“Second Amendment”) to the Agreement to increase the amount of compensation, and amend the scope of work to include additional services to complete a affirmatively furthering fair housing analysis (AFFH).

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 Forty Three Thousand and Seventy Dollars (\$143,070.00) without written approval of City’s City Manager.

B) Task 2.E of Exhibit A entitled “Scope of Services” is amended as shown below (amended text is underlined):

Task 2.E Housing Resources Assessment

In accordance with Government Code 65583(b) and (c), LWC will build on the existing Housing Element, public consensus, and the technical analyses performed in Tasks 2.A. to 2.D. to produce an implementation plan that outlines policies and programs that will satisfy the housing goals of the City during the planning period. This plan provides appropriate and feasible steps the City is already taking or will undertake to accommodate its housing need.

Deliverables (to be incorporated into the draft Housing Element in Task 3.A)

- *Housing Needs Assessment*
- *Inventory of Suitable Residential Sites*
- *Housing Constraints Assessment*
- *Housing Resource Assessment*
- *Implementation Plan (Housing Goals and Policies)*
- *Affirmatively furthering fair housing analysis*

Lisa Wise Consulting, Inc. (LWC) will complete Task 2.E, resulting in minor adjustments to the prior-approved schedule and generation of additional and modified tasks. The total added fee for the Task 2.E will be \$13,000.00.

3.2 Continuing Effect of Agreement. Except as amended by this Second 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 Second Amendment.

3.4 Counterparts. This Second 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