

Attachment A

Amendment No. Two

**AMENDMENT NO. TWO TO
ON-CALL PROFESSIONAL SERVICES AGREEMENT
WITH SCHMITZ & ASSOCIATES FOR
ADVISOR AND ADVOCATE SERVICES FOR CITY APPLICATIONS BEFORE THE
CALIFORNIA COASTAL COMMISSION**

THIS AMENDMENT NO. TWO TO ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Two") is made and entered into as of this 18th day of November, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and SCHMITZ & ASSOCIATES, a California corporation ("Consultant"), whose address is 28230 Agoura Road, 200, Agoura Hills, CA 91301, and is made with reference to the following:

RECITALS

- A. On March 25, 2025, City and Consultant entered into a Professional Services Agreement (Contract No. C-7440-2) ("Agreement") to provide advisor and advocate services for City applications before the California coastal commission ("Project").
- B. On July 21, 2025, City and Consultant entered into Amendment No. One to the Agreement ("Amendment No. One") to increase the total compensation.
- C. The parties desire to enter into this Amendment No. Two to increase the total compensation.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. COMPENSATION TO CONSULTANT

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Two Hundred Forty Thousand Dollars and 00/100 (\$240,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City."

The total amended compensation reflects Consultant's additional compensation for additional Services to be performed in accordance with this Amendment No. Two, including all reimbursable items and subconsultant fees, in an amount not to exceed **One Hundred Twenty Thousand Dollars and 00/100 (\$120,000.00)**.

2. INTEGRATED CONTRACT

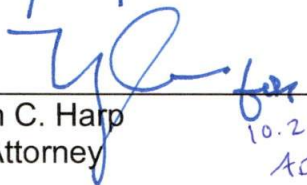
Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. Two to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 10/29/25

By: 

Aaron C. Harp
City Attorney

10.29.25
AC

ATTEST:

Date: _____

By: _____

Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____

Joe Stapleton
Mayor

CONSULTANT: Schmitz & Associates, a
California corporation

Date: _____

By: _____

Donald W Schmitz Jr.
Chief Executive Officer, Chief Financial
Officer, Secretary

[END OF SIGNATURES]