

Attachment B

Amendment No. One



CITY OF NEWPORT BEACH
100 Civic Center Drive
Newport Beach, California 92660
949 644-3005 | 949 644-3039 FAX
newportbeachca.gov/cityclerk

July 23, 2025

Schmitz & Associates
Attn: Don Schmitz
28230 Agoura Road, Suite 200
Agoura Hills, CA 91301

Re: City Contract No. C-7440-2

Dear Don Schmitz:

Enclosed please find your executed copy of Amendment No. One to the On-Call Professional Services Agreement for Advisor and Advocate Services for City Applications before the California Coastal Commission.

If you have any questions or need additional information, please contact Administrative Analyst Brittany Ramirez at (949) 644-3239.

Sincerely,

Molly Perry
Interim City Clerk

Enclosures

cc: Brittany Ramirez, Community Development (via email)

**AMENDMENT NO ONE 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. ONE TO ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 21st day of July, 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, Suite 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. The parties desire to enter into this Amendment No. One 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 **One Hundred Twenty Thousand Dollars and 00/100 (\$120,000.00)**, 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. One, including all reimbursable items and subconsultant fees, in an amount not to exceed **Forty Five Thousand Dollars and 00/100 (\$45,000)**.

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. One to be executed on the dates written below.

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

Date: 7/16/25

By: *Jose Montoya* for
Aaron C. Harp
City Attorney
7/16/25
AC

ATTEST:
Date: 7-25-2025

By: *Molly Perry*
Molly Perry
Interim City Clerk



**CITY OF NEWPORT BEACH,
a California municipal corporation**

Date: 7/22/2025

By: *Grace K. Leung*
Grace K. Leung
City Manager

CONSULTANT: Schmitz & Associates, a
California corporation

Date: 7-17-25

By: *Donald W. Schmitz Jr.*
Donald W. Schmitz Jr.
Chief Executive Officer, Chief Financial
Officer, Secretary

[END OF SIGNATURES]