

## ATTACHMENT A

### AMENDMENT NO. ONE TO ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH ECO/NOMICS, INC., WHICH WILL DO BUSINESS IN CALIFORNIA AS ECAL/NOMICS, INC. FOR SOLID WASTE CONSULTING

THIS AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 10th day of September, 2019 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and ECO/NOMICS, INC., WHICH WILL DO BUSINESS IN CALIFORNIA AS ECAL/NOMICS, INC., a Colorado Corporation ("Consultant"), whose address is PO Box 2790 Del Mar, CA 92014, and is made with reference to the following:

#### RECITALS

- A. On the 9<sup>th</sup> day of May, 2017, City and Consultant entered into a Professional Services Agreement ("Agreement") for Solid Waste Consulting ("Project").
- B. The parties desire to enter into this Amendment No. One to extend the term of the Agreement to May 8, 2025 and to increase the total compensation.

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

#### 1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on May 8, 2025, unless terminated earlier as set forth herein."

#### 2. COMPENSATION TO CONSULTANT

Exhibit B to the Agreement shall be amended in its entirety and replaced to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference ("Services" or "Work"). Exhibit B to Amendment No. One shall be known as "Exhibit B".

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 to this Amendment as Exhibit B. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **One Million Fifty Thousand Dollars and 00/100 (\$1,050,000.00)**, 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 **Seven Hundred Fifty Thousand Dollars and 00/100 (\$750,000.00)**.

Section 4.5 shall be added in its entirety to the Agreement as follows: "As of May 8, 2020, and upon each anniversary of May 8, 2020 thereafter, the billing rates set forth in Exhibit B ("Billing Rates") shall be adjusted in proportion to changes in the Consumer Price Index, subject to the maximum adjustment set forth below. Such adjustment shall be made by multiplying the Billing Rates in Exhibit B by a fraction, the numerator of which is the value of the Consumer Price Index for the calendar month three (3) months preceding the calendar month for which such adjustment is to be made, and the denominator of which is the value of the Consumer Price Index for the same calendar month immediately prior to Effective Date. The Consumer Price Index to be used in such calculation is the "Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)", for the Los Angeles Riverside-Orange County Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. If both an official index and one or more unofficial indices are published, the official index shall be used. If said Consumer Price Index is no longer published at the adjustment date, it shall be constructed by conversion tables included in such new index. In no event, however, shall the amount payable under this Agreement be reduced below the Billing Rates in effect immediately preceding such adjustment. The maximum adjustment increase to the Billing Rates, for any year where an adjustment is made pursuant to this Section, shall not exceed the Consumer Price Index or 2.0% of the Billing Rates in effect immediately preceding such adjustment, whichever is less."

### **3. PROJECT MANAGER**

Section 5.1 of the Agreement is amended in its entirety and replaced with the following: "Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated William O'Toole to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit B of this Amendment or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel."

### **4. 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: 8/26/2019

By: Aaron C. Harp  
FOR: Aaron C. Harp  
City Attorney

ATTEST:

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

By: \_\_\_\_\_  
Leilani I. Brown  
City Clerk

CITY OF NEWPORT BEACH,  
a California municipal corporation

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

By: \_\_\_\_\_  
Diane B. Dixon  
Mayor

CONSULTANT: Eco/Nomics, Inc., which  
will do business in California as  
Ecal/nomics, Inc., a Colorado Corporation  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
William O'Toole  
President

[END OF SIGNATURES]

**EXHIBIT B**  
**SCHEDULE OF BILLING RATES**

Person	Title	Hourly Rates
William O'Toole	President	\$205
Cerene St. John, JD	Legal Analysis	\$225
Trevor S. Blythe, MBA	Vice President	\$135
Geiza Goulart da Silva, MF	Project Manager	\$100
Ian Bevan, MBA	Project Analyst	\$90
Tina Nguyen, MA	Project Analyst	\$90
Yvonne Lau	Associate Analyst	\$65