

ATTACHMENT A

AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT WITH NEWPORT BEACH & COMPANY FOR MANAGEMENT OF NBTV PROGRAMMING & OPERATIONS

THIS AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 14th day of January, 2020 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and NEWPORT BEACH & COMPANY, a California nonprofit corporation ("Consultant"), whose address is 1600 Newport Center Drive, Suite 120, Newport Beach, California 92660, and is made with reference to the following:

RECITALS

- A. On February 1, 2019, City and Consultant entered into a Professional Services Agreement ("Agreement") for management of NBTV programming and operations ("Project").
- B. The parties desire to enter into this Amendment No. One to extend the term of the Agreement to January 31, 2021 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 January 31, 2021, unless terminated earlier as set forth herein."

2. COMPENSATION TO CONSULTANT

2.1 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 C 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 Seventy Six Thousand Eight Hundred Forty Eight Dollars and 44/100 (\$276,848.44)**, without prior written authorization from City. Additionally, the City has allocated a contingency amount of **Eleven Thousand One Hundred Seventy Four Dollars and 80/100 (\$11,174.80)** for unexpected costs, for a total not to exceed amount of **Two Hundred Eighty Eight Thousand Twenty Three Dollars and 24/100 (\$288,023.24)**. No portion of the contingency shall be expended without prior written approval of City's Project Administrator. 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 **One Hundred Seventeen Thousand Two Hundred Eight Dollars and 44/100 (\$117,208.44)**.

3. INTEGRATED CONTRACT

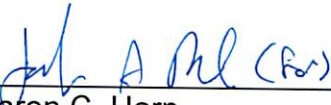
Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[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: 12.17.19

By: 
Aaron C. Harp
City Attorney

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Will O'Neill
Mayor

CONSULTANT: Newport Beach &
Company, a California nonprofit
corporation

Date: _____

By: _____
Gary Sherwin
Chief Executive Officer

Date: _____

By: _____
Lily Pearson
Chief Financial Officer

[END OF SIGNATURES]