

**AMENDMENT TO
PROFESSIONAL SERVICES MASTER CONTRACT
WITH ECONOMIC & PLANNING SYSTEMS, INC.**

This Amendment to Professional Services Master Contract is made and entered into on _____, by and between the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," and Economic & Planning Systems, Inc., hereinafter referred to as "FIRM," to provide CITY with the second phase of a comprehensive development impact fee study, hereinafter referred to as "PROJECT."

WITNESSETH:

WHEREAS, on July 13, 2010, pursuant to Resolution 10-0242, CITY and FIRM entered into a Professional Services Master Contract for Preparation of Generalized and Specialized Planning, Economic and CEQA and NEPA Studies as part of a vendor pool; and

WHEREAS CITY and FIRM now desire to amend said Contract by having FIRM provide the second phase of a comprehensive development impact fee study for PROJECT.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

1. Section 1: SCOPE OF SERVICES. The Scope of Services is hereby amended to include the second phase of a comprehensive development impact fee study of PROJECT on an as needed basis pursuant to Exhibit A, attached hereto and incorporated by this reference.

2. Section 2: COMPENSATION. Compensation is hereby amended to include Exhibit A, attached hereto and incorporated by this reference. Compensation shall be paid no more frequently than once per month on a time and materials basis for work completed. Total compensation under this amendment shall not exceed \$80,000 (inclusive of the Purchase Order utilized thus far in the amount of \$32,123) for fiscal year 2013-2014.

City Atty _____
Review _____
Date _____

3. Section 3: SCHEDULE FOR COMPLETION. Services under this amendment will be performed through the end of the 2013-14 fiscal year on an as needed basis. This amendment shall commence on the date of full execution of this amendment and remain in effect through June 30, 2014 unless otherwise terminated beforehand. This contract may be extended for one (1) six-month period upon the written approval of both parties.

4. Section 13: Insurance requirements under this amendment shall comply with the current insurance requirements set forth in Exhibit B, which is attached to this contract and incorporated by this reference. FIRM shall provide thirty (30) day written notice to CITY prior to canceling or changing the terms of such coverage.

5. All other terms and conditions of the said original Professional Services Master Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Professional Master Services Contract to be executed on the date and year first written above.

ATTEST:

CITY OF STOCKTON, a municipal
corporation

BONNIE PAIGE
City Clerk of the City of Stockton

By: _____
KURT WILSON
City Manager

APPROVED AS TO FORM & CONTENT:
JOHN LUEBBERKE
CITY ATTORNEY

"FIRM"
ECONOMIC & PLANNING SYSTEMS, INC.

By: _____

By: _____

Title: _____