

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR
ENVIRONMENTAL CONSULTING SERVICES**

This First Amendment to Professional Services Agreement (“Agreement”) for Environmental Consulting Services (this “First Amendment”) is made and entered into on this 30 day of July, 2024, by and between the CITY OF SAN CLEMENTE, a California municipal corporation (“City”), and Galvin Preservation Associates, Inc., a California corporation dba GPA Consulting (“Consultant”).

RECITALS:

- A. City and Consultant entered into that certain Professional Services Agreement for professional Environmental Consulting Services (the “Agreement”) on or about November 6, 2023.
- B. City and Consultant desire to amend the Agreement in the manner provided herein.

COVENANTS:

1. The Scope of Services at Exhibit “A” of the Agreement is hereby amended to include the additional tasks attached hereto as Exhibit “A” and fully incorporated herein by this reference.

2. Section 3.3.1 (Compensation) of the Agreement is hereby amended to increase the total compensation amount to a not-to-exceed amount of twenty-one thousand two hundred eleven dollars and sixty cents (\$21,211.60).

Exhibit “C” of the Agreement is hereby revised to include the amended compensation schedule attached hereto as Exhibit “C” and fully incorporated herein by this reference.

4. Except as expressly amended by this First Amendment, the remaining portions of the Agreement shall remain in full force and effect.

EXHIBIT A SCOPE OF WORK

Consultant shall perform the following additional services as part of the amended scope of work:

1. Project Management – Consultant will carry out internal project management as needed to complete the amended scope. This includes reviewing the project schedule and budget, timesheets, and invoices, and coordinating with the City via email and phone for matters related to the PSA and invoicing. Progress reports will be included with monthly invoices. (Partially Complete as of 6/7/2024)
2. Preliminary Review/Coordination with the City – Consultant will review the revised project plans and May 20, 2024, summary letter prepared by the City. Consultant will provide preliminary feedback to the City via phone or email by May 24, 2024, as to whether the revised plans appear to meet the U.S. Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings (2017) ("Standards"). Consultant will continue to coordinate with the City as needed during the review and preparation of the memo, and keep them informed of any issues with the plans that may result in needing to postpone the June 19th meeting. (Complete as of 6/7/2024)
3. Prepare Memorandum — Consultant will summarize the review in a memorandum (memo) for the project record and submit it to the City no later than June 6, 2024. If minor revisions to the plans appear to be necessary (e.g., updated notations), Consultant will include recommendations to include as project Conditions of Approval for the City's consideration. Consultant will respond to one (1) round of consolidated comments on the memorandum from the City. (Complete as of 6/7/2024)
4. Optional: Planning Commission Meeting — Upon request, Consultant will attend a Planning Commission meeting. Consultant requests at least two weeks' notice in advance of a meeting if attendance is requested.

Additional Amended Scope of Work

The Services include the following additional optional tasks for attendance at a future Planning Commission and City Council meeting, in the event a project decision is appealed:

5. Optional: Subsequent Planning Commission Meeting — Upon request, Consultant will attend a subsequent Planning Commission meeting in the event a project decision is appealed. Consultant requests at least two weeks' notice in advance of a meeting if attendance is requested.
6. Optional: City Council Meeting – Upon request, Consultant will attend a City Council meeting in the event a project decision is appealed. Consultant requests at least two weeks' notice in advance of a meeting if attendance is requested.

Assumptions:

- The review will consist of the project plans only. Consultant will be providing comments solely on the Standards compliance of the project. Any revisions to the applicant's consultant's Historical Resource Assessment Report (HRAR) will not require review.
- The Planning Commission and City Council meeting will be in-person. Time for travel to and from the meeting will be billed on an hourly basis. Mileage will be billed at the federal rate of \$0.67/mile and any tolls may be billed as reimbursable expenses, if applicable.
- If Consultant staff are not available to attend an in-person meeting, virtual attendance will be acceptable.
- Public meetings will be no more than four (4) hours in duration. Meetings that exceed the assumed duration of four (4) hours would be considered outside of this scope and cost and Consultant will bill the extra hours on a time and materials basis, in addition to the total cost identified in this amendment.
- City staff will prepare any presentation materials for the meeting and Consultant will be available to answer commissioner or councilmember questions pertaining to the Standards review of the project

**EXHIBIT C
COMPENSATION**

Consultant shall complete the amended scope of work and bill the City on a time and materials basis at its standard hourly rates as set forth below, which shall not to exceed an additional \$8766.50 with optional tasks. The total compensation under this Agreement, as amended by the First Amendment, shall not exceed \$21,211.60 without the City's prior written approval.

Hours may be allocated differently among tasks and staff persons. Except as expressly noted, there are no reimbursable expenses under this Agreement as amended.

Task		Hours/Units	Rate	Cost
Amendment 1				
1. Project Management		2		\$ 315.00
Senior Architectural Historian		1	\$175.00	\$ 175.00
Associate Architectural Historian		1	\$140.00	\$ 140.00
2. Preliminary Review		12		\$ 1,820.00
Senior Architectural Historian		4	\$175.00	\$ 700.00
Associate Architectural Historian		8	\$140.00	\$ 1,120.00
3. Memorandum		16		\$ 2,380.00
Senior Architectural Historian		4	\$175.00	\$ 700.00
Associate Architectural Historian		12	\$140.00	\$ 1,680.00
4. (Optional) Planning Commission Meeting		8		\$ 1,230.50
Associate Architectural Historian		8	\$140.00	\$ 1,120.00
Expense	Mileage	150	\$0.67	\$ 100.50
Expense	Toll			\$ 10.00
5. (Optional) Subsequent Planning Commission Meeting		8		\$ 1,510.50
Senior Architectural Historian		8	\$175.00	\$ 1,400.00
Expense	Mileage	150	\$0.67	\$ 100.50
Expense	Toll			\$ 10.00
6. (Optional) City Council Hearing		8		\$ 1,510.50
Senior Architectural Historian		8	\$175.00	\$ 1,400.00
Expense	Mileage	150	\$0.67	\$ 100.50
Expense	Toll			\$ 10.00
TOTAL		30		\$ 4,515.00
TOTAL NOT TO EXCEED AMOUNT WITH OPTIONAL TASKS		54		\$ 8,766.50

Standard Rates

Principal Architectural Historian	\$315.00/hr
Senior Associate Architectural Historian	\$210.00/hr
Senior Architectural Historian	\$175.00/hr
Associate Architectural Historian	\$140.00/hr
Architectural Historian II	\$110.00/hr
Architectural Historian I	\$100.00/hr

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

CITY OF SAN CLEMENTE

By: Andy Hall
Andy Hall (Aug 28, 2024 16:37 PDT)
Andy Hall, City Manager
Dated: 8/28, 2024

ATTEST:

Laura Campagnolo
Laura Campagnolo (Aug 29, 2024 10:37 PDT)
CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:

Elizabeth A. Mitchell
Elizabeth A. Mitchell, City Attorney

**APPROVED AS TO AVAILABILITY
OF FUNDING:**

Matthew Schmelzel
Finance Authorization

Galvin Preservation Associates, Inc. dba
GPA Consulting
("CONSULTANT")

By: Andrea Sue Galvin
Andrea Sue Galvin
Its: Chief Executive Officer/Secretary
Dated: 8/28, 2024

By: Richard Galvin
Richard Galvin
Its: Chief Financial Officer
Dated: 8/28, 2024