AMENDMENT NO. 1 TO

PROFESSIONAL SERVICE AGREEMENT

This AMENDMENT NO. 1 TO PROFESSIONAL SERVICE AGREEMENT (this “Amendment No. 1”), dated for purposes of identification only as of June 1, 2008 (the “Date of Amendment”), is made and entered into by and between the

ANAHEIM REDEVELOPMENT AGENCY, a public body, corporate and politic, (the “Agency”),

AND

PACIFIC EDGE ENGINEERING, INC., a California corporation, (the “Consultant”).

RECITALS

A. Agency and Consultant entered into that certain Professional Service Agreement dated as February 1, 2007 (the “Agreement”) pursuant to which Consultant has provided environmental assessment and remediation services (defined in the Agreement as the “Services”).

B. Agency and Consultant (each, a “Party” and jointly, the “Parties”) desire to amend the Agreement to provide for (i) an extension of the term expiration date from June 30, 2008 until June 30, 2010, and (ii) an increase in the maximum amount of compensation to be received by the Consultant for the provision of the Services from Two Hundred Thousand Dollars ($200,000) to Four Hundred Fifty Thousand Dollars ($450,000).

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE AGENCY AND CONSULTANT AGREE AS FOLLOWS:

SECTION 1. AMENDMENT OF AGREEMENT. The Agreement is amended as set forth in this Section.
1.1 **Extension of Term.** Section 3 of the Agreement is amended to read as follows:

“Section 3.  Term.

This Agreement shall be for a term commencing upon the Effective Date (as such term is hereinafter defined in Section 9.15) and terminating upon June 30, 2010, subject to earlier termination as provided in Subsection 6.1.4 and Section 7 hereof.”

1.2 **Increase in Maximum Compensation.** Section 4.3 of the Agreement is amended to read as follows:

“Section 4.3. Maximum Compensation. In no event shall the aggregate Monthly Compensation paid to the Consultant over the Term of this Agreement exceed the sum of Four Hundred Fifty Thousand Dollars ($450,000) (the “Maximum Compensation”).”

**SECTION 2. INTEGRATION.** Except as expressly provided to the contrary herein, all provisions of the Agreement shall remain in full force and effect. The Agreement and this Amendment No. 1 shall hereinafter be collectively referred to as the “Amended Agreement.” The Amended Agreement integrates all of the terms and conditions of agreement between the Parties and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof.

**SECTION 3. EFFECTIVE DATE.** This Amendment No. 1 shall take effect immediately upon execution by the Agency.
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT NO. 1 AS OF THE RESPECTIVE DATES SET FORTH BELOW.

“AGENCY”

ANAHEIM REDEVELOPMENT AGENCY,
a public body, corporate and politic

Dated: ___________________  By: ___________________
ELISA STIPKOVICH,
Executive Director

ATTEST:

LINDA N. ANDAL, AGENCY SECRETARY

By: __________________________
LINDA N. ANDAL,
Agency Secretary

APPROVED AS TO FORM:

JACK L. WHITE, CITY ATTORNEY

By: __________________________
JOHN E. WOODHEAD IV,
Assistant City Attorney

“CONSULTANT”

PACIFIC EDGE ENGINEERING, INC.,
a California corporation

Dated: ___________________  By: ___________________
GREG DICKINSON,
Principal

69172.1
State of California  
)  
) ss.  
County of __________  )  

On __________, ______, before me, ____________________________ (name, title of officer, e.g., Jane Doe, Notary Public")  

personally appeared ____________________________ (name(s) of signer(s))  

☐ personally known to me —OR—  
☐ proved to me on the basis of satisfactory evidence  

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity/ies, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.  

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  

Witness my hand and official seal.  

_______________________________ (Signature of Notary)  

Capacity claimed by signer:  

(This section is OPTIONAL.)  

☐ Individual  
☐ Corporate Officer(s):  
☐ Partner(s):  
☐ General  ☐ Limited  
☐ Attorney-in-fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:  

Signer is representing:  

_______________________________ (name of person(s) or entity(ies))  

Attention Notary: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.  

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:  

Title or Type of Document:  
Number of Pages: _______ Date of Document: ____________  
Signer(s) Other than Named Above: ____________________________