

**FIRST AMENDMENT  
TO  
CONSULTANT AGREEMENT**

THIS FIRST AMENDMENT TO CONSULTANT AGREEMENT (“First Amendment”) is made and entered this 18<sup>th</sup> day of July 2017, by and between the CITY OF MARICOPA, an Arizona municipal corporation (“City”), and ATRIA PLANNING, LLC, a California limited liability company (“Consultant”), to conduct a Housing Plan for the City.

**WHEREAS**, on January 17, 2017, City and Consultant entered into a Consultant Agreement for a Housing Needs Assessment Study for the City (“Agreement”); and

**WHEREAS**, one recommendation from the Housing Needs Assessment Study was for the City to conduct a Housing Plan; and

**WHEREAS**, the City believes the public interest can best be served by amending the scope of services under the Agreement and increasing the compensation to allow a Housing Plan to be completed for the City.

**NOW, THEREFORE**, the parties specifically agree to amend the Agreement of January 17, 2017, as follows:

1. Paragraph 1 of the Agreement, Consultant’s Duties, shall be revised to include developing a Housing Plan, as more specifically set forth in Exhibit 1, which is attached hereto and incorporated herein by reference (“Services”).

2. Paragraph 2 of the Agreement, Compensation, shall be amended to reflect that in accordance with the terms and conditions of the Agreement and this First Amendment, the City shall compensate Consultant for the Housing Plan Services as set forth in Exhibit 1, which is attached hereto and incorporated herein by reference.

In no event, shall the total compensation under this First Amendment exceed Forty Four Thousand Six Hundred Ninety Four and 00/100 Dollars (\$44,694.00). Exhausting the total amount payable shall not relieve Consultant of its obligations to perform the Services. Should City request additional services beyond that specified in this First Amendment, Consultant shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to Consultant performing the additional services.

3. All other terms and conditions of the Agreement are to continue in full force and effect as stated and agreed to in the Agreement.

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to be signed by their duly authorized representatives as of the day and year first above written

**CONSULTANT:**

ATRIA PLANNING, LLC, a  
California limited liability company

  
\_\_\_\_\_  
Rebecca Rothenberg, Principal

**CITY OF MARICOPA**  
an Arizona municipal corporation

\_\_\_\_\_  
Christian Price  
Mayor

ATTEST:

\_\_\_\_\_  
Vanessa Bueras  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT 1**  
**Services and Compensation**