

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
[CDBG, HOME, and Housing Consultant Services]**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “First Amendment”) is made and entered into as of _____, 2026, by and between the CITY OF ORANGE, a municipal corporation (“City”), and MNS ENGINEERS, INC., a California corporation (“Consultant”), with reference to the following:

A. City and Consultant entered into a Professional Services Agreement (Agreement No. 7727.A) dated as of August 12, 2025, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Consultant desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by updating the Scope of Services and increasing compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** City and Consultant agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3. **Updated Scope of Services.** The Scope of Services, Section 1, Exhibit A of the Original Agreement, is hereby updated to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4. **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.a of the Original Agreement is increased by FORTY THOUSAND DOLLARS and 00/100 (\$40,000.00) and Section 2.a is hereby amended in its entirety to read as follows:

“Consultant's total compensation for all services performed under this Agreement, shall not exceed SEVENTY THOUSAND DOLLARS and 00/100 (\$70,000.00) without the prior written authorization of City.”

Section 5. **Integration.** This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original

Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

“CONSULTANT”

“CITY”

MNS ENGINEERS, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: Peter Minegar
Title: Vice President

By: _____
Daniel R. Slater, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

***NOTE:**
-- If Contractor is a corporation, the City requires the following signature(s):
-- (1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

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Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

“CONSULTANT”

“CITY”

MNS ENGINEERS, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

Peter Minegar

By: _____

*By: **box** SIGN _____ 47R2QZ39-4ZW78668

Daniel R. Slater, Mayor

Printed Name: Peter Minegar

Title: Vice President

Tanya Bilezikjian

ATTEST:

*By: **box** SIGN _____ 17K2RPR3-4ZW78668

Printed Name: **Tanya Bilezikjian, PE, ENV SP**

Title: Vice President | Water Market Lead | Chief of Staff

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

- *NOTE:**
- **If Contractor is a corporation, the City requires the following signature(s):**
 - **(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR**
 - **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.**

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EXHIBIT “A”

SUPPLEMENTAL SCOPE OF SERVICES

[Behind this page.]

June 25, 2025

City of Orange

Russell Bunim, Community Development Director

Community Development Department

300 E. Chapman Ave.

Orange, CA 92866

SUBJECT: Proposal for Community Development Block Grant (CDBG) and Home Investment Partnership Act (HOME) Program Administration, City of Orange, California

Dear Mr. Bunim,

MNS Engineers (MNS) is pleased to submit a proposal for CDBG and HOME Program Administration Services for the City of Orange, California.

MNS understands the scope of work includes CDBG and HOME program administration services including assistance with project close-outs, the 2025-26 CAPER, environmental reviews as needed, and as-needed staff support and technical assistance. These services are reflected in the attached scope of work. Our Housing team is familiar and experienced with the City's programs and are available to begin work at the City's convenience.

Should you have any questions about the proposed scope of work, do not hesitate to contact Monika Troncoso, Housing Manager via email (mtroncoso@mnsengineers.com) or phone (714-403-4879).

Sincerely,

MNS Engineers, Inc.



Peter Minegar, AICP

Vice President - Planning

MNS DETAILS

LEGAL NAME

MNS Engineers, Inc.

FIRM OWNERSHIP TYPE

C-Corporation

YEAR FIRM ESTABLISHED

1962

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

DIR No. 1000003564

CORPORATE OFFICE

201 N. Calle Cesar Chavez,
Suite 300

Santa Barbara, CA 93103

805.692.6921 Office/Fax

mnsengineers.com

LOCAL OFFICE

3580 Vine Street

Suite 110

Riverside, CA 92507

PROJECT CONTACT

Monika Troncoso

Housing Manager

714.403-4879

mtroncoso@mnsengineers.com

AUTHORIZED SIGNATURE

Peter Minegar, AICP

Vice President - Planning

951.541.3011

pminegar@mnsengineers.com

Scope of Work

MNS has prepared a scope of work to support the City of Orange's Housing Division. This scope of work is based on our current understanding of the services needed based on our discussions with the city.

TASK 1 – General CDBG/HOME Grant Administration

- a. Assist with the completion of monthly task items as assigned by staff to ensure all are on track through end of fiscal year.
- b. Provide technical assistance to staff as requested with overall program administration and take corrective actions as necessary.

TASK 2 – 2024–25 CAPER

- a. Prepare close out reports and assist staff with CAPER reports.
- b. Assist with public participation/notices.

TASK 3 – Environmental Review

- a. MNS will prepare environmental reviews for public service projects, capital projects, and additional projects associated with the Annual Action Plan as needed.

Fee Proposal

This proposal is not to exceed \$30,000, see rates as indicated. MNS will notify the client when the budget has been 80% expended.

Task	Subtotal
Task 1 – General CDBG/HOME Grant Administration	See Rates
Task 2 – 2024-2025 CAPER	See Rates
Task 3 – Environmental Review	See Rates

Rate Schedule

Name/Title	Rate
Damien Delany/Practice Lead	\$270
Monika Troncoso/Housing Manager	\$185
Noor Jafar/Project Manager	\$100

DIRECT EXPENSES. Reimbursable direct costs, such as reproduction, supplies, and messenger service will be billed at cost.