

**FIRST AMENDMENT
TO AGREEMENT BETWEEN THE CITY OF HAWTHORNE
AND MNS ENGINEERS, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT, for Professional Planning Services (“First Amendment”), is made and entered into this 25th day of February, 2026, by and between the City of Hawthorne (“City”) and MNS ENGINEERS, Inc. (“Consultant”).

RECITALS

A. Reference is hereby made to the Contract dated June 24, 2025, (“Agreement”) whereby Consultant agreed to provide the City with services listed in Exhibit “A” of the Agreement entitled “Scope of Services”.

B. The Agreement provided for Consultant’s services as stated in Exhibit “A” for a fee not to exceed \$129,500.00.

C. Since the approval of the Agreement, the City wishes the Consultant to provide professional planning staffing services until two vacant positions in the Planning Department are filled or until June 30, 2026, whichever comes first.

D. Consultant has indicated in order to provide the additional services, the Agreement would need to be extended through June 30, 2026, and such additional services will exceed the maximum fee allowed under the Agreement.

E. This First Amendment amends Section 3(a) of the Agreement pertaining to “COMPENSATION” to increase the maximum fee for the contract period by \$15,500.00 to a total of \$145,000.00.

F Except as otherwise specifically amended herein in this First Amendment, all other terms and conditions contained in the original Agreement shall remain in full force and effect.

G. A copy of the Agreement is attached hereto and incorporated herein as Exhibit “B”.

NOW, THEREFORE, in consideration of the foregoing Recitals, the agreement of the parties as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Subsection (a) of Section 3 “COMPENSATION, METHOD OF PAYMENT, AND ADDITIONAL SERVICES” in the Agreement and amended in the First Amendment is hereby deleted and replaced by new subsection (a) of Section 3 which shall read as follows:

3. COMPENSATION, METHOD OF PAYMENT, AND ADDITIONAL SERVICES

(a) CITY shall pay CONSULTANT no more than (\$145,000.00).

IN WITNESS WHEREOF, this First Amendment to the Agreement has been executed by their duly authorized representatives.

CITY OF HAWTHORNE

MNS ENGINEERS, INC.

By: _____
Vontray Norris
City Manager

By: _____
Peter Minegar
Vice President-Planning

APPROVED AS TO FORM:

ATTEST:

By: _____
David Caceres
City Attorney

By: _____
Dayna Williams-Hunter
City Clerk