

**AMENDMENT NO. 4
TO AGREEMENT FOR CONTRACTOR SERVICES**

RP Landscape & Irrigation, Inc.

Annual Citywide Landscape Maintenance Services

This Amendment No. 4 to Agreement for Contractor Services is made and entered into as of 5/14/2024, by and between the City of Lake Elsinore, a municipal corporation ("City"), and RP Landscape & Irrigation, Inc., a Corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of 10/27/2020, (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Contractor in an amount of Seven Hundred Forty-Three Thousand Forty-Two dollars and zero cents (\$743,042.00).

C. The Original Agreement had a term of commencing on November 1, 2020, and ending June 30, 2023. The City may, at its discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms.

D. Amendment No. 1 to the Original Agreement was executed on 6/28/22, to increase the amount of compensation by Two Hundred Six Thousand dollars and zero cents (\$206,000.00).

E. Amendment No. 2 to the Original Agreement was executed on 7/11/2023, to increase the amount of compensation by Ninety-Eight Thousand Five Hundred and zero cents (\$98,500.00).

F. Amendment No. 3 to the Original Agreement was executed on 8/8/2023, to increase the amount of compensation by Sixty-One Thousand Nine Hundred Twenty and fourteen cents (\$61,920.14).

G. The parties now desire to amend and increase the payment for such services as set forth in this Amendment No. 4 for an annual amount not to exceed \$1,153,357.27.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 3, Compensation, of the Original Agreement is hereby amended to add the following:

Notwithstanding the foregoing, for purposes of Amendment No. 4, compensation to be paid to Consultant shall be in accordance with Consultant's Proposal dated April 17, 2024 (referenced as Exhibit A-1 to Amendment No. 4) and in no event shall Consultant's compensation related to Exhibit A-1 to Amendment No. 4 exceed Forty-Three Thousand Eight Hundred Ninety-Five and 13/100th dollars (\$43,895.13) without additional written authorization from the City. Total compensation shall not exceed One Million One Hundred Fifty-Three Thousand Three Hundred

Fifty-Seven and 27/100th dollars (\$1,153,357.27)

2. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to be executed on the respective dates set forth below.

“CITY”
CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”
RP Landscape & Irrigation., a Corporation

City Manager

Roy Perez, Owner

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A-1 – Contractor ’s Proposal

EXHIBIT A-1

CONTRACTOR 'S PROPOSAL

[ATTACHED]