

**AMENDMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES**

SAGECREST PLANNING AND ENVIRONMENTAL

ENVIRONMENTAL DOCUMENTATION FOR THE EVERGREEN DEVELOPMENT PROJECT

This Amendment No. 2 to Agreement for Professional Services ("Amendment No. 2") is made and entered into as of April 11, 2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Sagecrest Planning & Environmental, LLC, a corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of December 7, 2021, (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 Consultant in an amount of twenty nine thousand and one hundred dollars (\$29,100).

C. Amendment No. 1 was approved on July 26, 2022, to increase the compensation in an amount of thirty-six and thousand five hundred dollars (\$36,500).

D. The parties now desire to modify the scope of services and increase the compensation in an amount of seven thousand and three hundred dollars (\$7,300) for such services as set forth in this Amendment No 2.

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

1. Section 1, Scope of Services, of the Original Agreement is hereby amended to add the following:

Consultant shall also perform the services described in Consultant's February 27, 2023 Change Order request (attached to this Amendment No. 2 as Exhibit A-2). Consultant shall provide such services at the time, place, and in the manner specified in Exhibit A-2, subject to the direction of the City through its staff that it may provide from time to time.

2. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal dated November 29, 2021 (Exhibit A to the Original Agreement), for purposes of Amendment No. 1, in accordance with the fees set forth in Consultant's Proposal dated May 31, 2022 (attached as Exhibit A-1 to Amendment No. 1), and, for purposes of Amendment No. 2, in accordance with the fees set forth in Consultant's Proposal dated February 27, 2023 (attached as Exhibit A-2

to Amendment No. 2). In no event shall Consultant's total compensation for services provided pursuant to this Agreement, as amended, exceed Seventy-Two Thousand and Nine Hundred dollars (\$72,900) without additional written authorization from the City.

Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A-2 respectively, shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

3. 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. 2 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONSULTANT"

Sagecrest Planning & Environmental, LLC, a corporation

Jason Simpson, City Manager

By: Amy Vasquez
Its: President

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A-2 – Consultant's Proposal

EXHIBIT A-2

CONSULTANT'S PROPOSAL

[ATTACHED]