

**AMENDMENT NO. 1  
TO AGREEMENT FOR CONTRACTOR SERVICES**

**RP Landscape & Irrigation, Inc.**

**Annual Citywide Landscape Maintenance Services**

This Amendment No. 1 to Agreement for Contractor Services is made and entered into as of 6/28/2022, 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 (\$743,042).

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

D. The parties now desire to amend the scope of services and increase the payment for such services as set forth in this Amendment No 1.

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

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

Contractor shall also perform the services described in Contractor's 6/1/2022 Proposal (attached to this Amendment No. 1 as Exhibit A-1). Contractor shall provide such services at the time, place, and in the manner specified in Exhibit A-1, subject to the direction of the City through its staff that it may provide from time to time.

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

Notwithstanding the foregoing, for purposes of Amendment No. 1 and the term thereof, compensation to be paid to Contractor shall be in accordance with the Schedule of Charges set forth in Contractor's Proposal (referenced collectively as Exhibit A-1 Amendment No. 1). In no event shall Contractor's compensation related to Exhibit A-1 to Amendment No. 1 exceed Nine Hundred Forty-Nine Thousand Forty-Two dollars (\$949,042) without additional written authorization from the City Council.

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. 1 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

RP Landscape & Irrigation, Inc., 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]