

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

West Coast Arborists, Inc.

Annual Citywide Tree 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 West Coast Arborists, Inc., a Corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of 7/28/2020, (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 Two Hundred Twelve Thousand Seven Hundred Ninety-Eight dollars (\$212,798).

C. The Original Agreement had a term commencing July 14, 2020 and ending June 30, 2025. 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.

D. The parties now desire to amend the scope of services, term 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 5/19/2022 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 not to exceed Two Hundred Eighty-Seven Thousand Seven Hundred Ninety-Eight dollars (\$287,798) per fiscal year without additional written authorization from the City Council.

Notwithstanding any provision of Contractor 's Proposal to the contrary, out of pocket expenses set forth in Exhibit A-1 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. 1 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

West Coast Arborists, Inc., a Corporation

City Manager

Patrick Mahoney, President

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]