

**AMENDMENT NO. 2  
TO AGREEMENT FOR CONTRACTOR SERVICES  
Excel Landscape, Inc.**

**Landscape Maintenance Services**

This Amendment No. 2 to Agreement for Contractor Services ("Amendment No. 2") is made, and entered into as of June 27, 2017 by and between the City of Lake Elsinore, a municipal corporation ("City"), and Excel Landscape, Inc., a California corporation ("Contractor").

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of August 1, 2016, (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 not to exceed Seven Hundred Forty-eight Thousand Seven Hundred Ninety-one dollars (\$748,791) for Fiscal Year 2016/2017.

C. Amendment No. 1 provided for an additional Two Hundred Seventy-Nine Thousand dollars (\$279,000) for extra services, bringing the total contract amount to One Million Twenty-four Thousand Seventy Hundred Ninety-one dollars (\$1,024,791) or those services in FY2016/2017.

D. The parties now desire to extend the term 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 Contractor agree as follows:

1. Section 2, subpart C, Term, is hereby amended to add the following:

Unless earlier terminated as provided elsewhere in the Original Agreement, this Amendment No. 2 shall continue in full force and effect for a period of twelve (12) months, commencing on July 1, 2017 and ending on June 30, 2018. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed one (1) additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

2. Section 3, Compensation, is hereby amended to add the following:

In no event shall Contractor's compensation exceed Nine Hundred Seventy-four Thousand Two Hundred Twenty-Three Dollars (\$974,223) for Fiscal Year 2017-2018 without additional written authorization from the City.

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

“CONTRACTOR”

EXCEL LANDSCAPE, INC., a California corporation

\_\_\_\_\_  
Grant Yates, City Manager

\_\_\_\_\_  
Jose Alfaro, Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Attachments: Amendment No. 1  
Original Agreement

AMENDMENT NO. 1

[ATTACHED]

ORIGINAL AGREEMENT

[ATTACHED]