

**AMENDMENT NO. 2  
TO AGREEMENT FOR CONTRACTOR SERVICES  
West Coast Arborists, Inc.**

**Annual Citywide Tree Maintenance Services**

This Amendment No. 2 to Agreement for Contractor Services ("Amendment No. 2") is made and entered into as of August 23, 2016 by and between the City of Lake Elsinore, a municipal corporation ("City"), and West Coast Arborists, Inc., a California corporation ("Contractor").

**RECITALS**

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of June 23, 2015 (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 \$85,000 for the term ending June 30, 2016. The Original Agreement allows the City to extend the term on a 12-month basis, not to exceed four (4) additional 12 month renewals. Amendment #1 provided for an additional \$30,000 to tree trimming and maintenance services bringing the annual total to \$115,000 for those services and extending the term ending June 30, 2017.

C. The parties now desire to increase the funding by \$300,000 to purchase and plant new trees and upgrade landscaping throughout the City 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 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractors' Proposal, attached as Exhibit A to the Original Agreement and incorporated herein.

In no event shall Contractor's compensation related to Amendment No. 2 for Fiscal Year 2016-2017 exceed Three Hundred Thousand Dollars (\$300,000) without additional written authorization from the City.

Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A 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 and Amendment No. 1 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

  
Grant Yates, City Manager

Date:

11/2/16

ATTEST:


  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

"CONTRACTOR"

West Coast Arborists, Inc., California  
corporation

  
Patrick Mahoney, President

Date:

10/25/16

Attachment: Original Agreement  
Amendment No. 1