

**AMENDMENT NO. 1 TO
MASTER AGREEMENT FOR PROFESSIONAL ON CALL SERVICES FOR
(LANDSCAPE DESIGN & INSPECTION)**

This is Amendment No. 1 ("Amendment No. 1") to that certain Professional Services Agreement ("Agreement") made on June 21, 2023 between the City of Menifee ("City") and **GARY F. HOYT LANDSCAPE ARCHITECTURE, INC.** ("Consultant") for **LANDSCAPE DESIGN AND INSPECTION** which this Amendment No. 1 is made and entered into on _____, **2024** to increase the compensation amount as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 1 shall have the meanings ascribed to them in the Agreement.
2. **SECTION 3.1**, "Not to Exceed Compensation" is amended to increase the maximum not to exceed compensation by **Seventy Five Thousand Dollars and Zero Cents (\$75,000.00)**, and is amended to read as follows:

3.1 Not to Exceed Compensation. Consultant shall be compensated for the Services and any approved reimbursable expenses as set forth in the relevant Purchase Order, and in no event shall City's compensation to Consultant for a Purchase Order exceed the amount set forth therein. Compensation pursuant to this Agreement shall be at the rates set forth in the City's Rate Schedule, attached hereto and incorporated herein by this reference as **Exhibit "B"** ("Rate Schedule"). The compensation set forth in the Purchase Order represents total compensation payable to Consultant without limitation to compensation for salary, overhead, benefits, fees, or other costs incurred by Consultant in performance of the Purchase Order. In no event shall the total, cumulative compensation paid to Consultant pursuant to this Agreement, including any and all Purchase Orders, exceed **Three Hundred Five Thousand Dollars and Zero Cents (\$305,000.00)**.

3. The initial paragraph of the original Exhibit A, to the Agreement is amended to read as follows:

FORM OF PURCHASE ORDER

This form of Purchase Order is provided for an example only, and none of the fields set forth herein are guaranteed for any particular Services. The fields of each

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Purchase Order will vary based on the Services required. In no event shall the total, cumulative compensation paid to Consultant pursuant to this Agreement, including any and all Purchase Orders, exceed **Three Hundred Five Thousand Dollars and Zero Cents (\$305,000.00)**.

4. All other terms and conditions of the Agreement remain in full force and effect.
5. This Amendment No. 1 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

(Signatures on Following Page)

CITY OF MENIFEE

GARY F. HOYT LANDSCAPE
ARCHITECTURE, INC.

Armando G. Villa, City Manager

Gary F. Hoyt, President

Attest:

Gary F. Hoyt, Secretary

Stephanie Roseen, Acting City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

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