

**AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT
FY2023/24 ON-CALL CONTRACT PLANNING SERVICES FOR THE LEGADO PROJECT**

This is Amendment No. 4 (“Amendment No. 4”) to that certain Professional Services Agreement (“Agreement”) made on **July 26, 2023** between the City of Menifee (“City”) and **Rincon Consultants, Inc** (“Consultant”) for **FY2023/24 ON-CALL CONTRACT PLANNING SERVICES FOR THE LEGADO PROJECT** as amended by that certain Amendment No.1 to the Agreement entered into on **October 9, 2023** (“Amendment No. 1”), as amended by that certain Amendment No. 2 to the Agreement entered into on **June 4, 2024** (“Amendment No. 2”), as amended by that certain Amendment No. 3 to the Agreement entered into on **August 7, 2024** (“Amendment No. 3”), which this Amendment No. 4 is made and entered into on _____, **2024** to increase the compensation amount, and augment the scope of services as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 4 shall have the meanings ascribed to them in the Agreement.
2. **SECTION 2**, “Compensation” is amended to increase the maximum compensation by **Thirty Thousand Dollars and Zero Cents (\$30,000.00)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **Sixty Five Thousand Dollars and Zero Cents (\$65,000.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

3. Exhibit A, “Scope of Services” is supplemented to include the supplement attached as Exhibit A hereto. The supplement to the “Scope of Services” is not intended to replace the Exhibit A to the Agreement, as amended, but instead to augment and increase the scope of work listed in Exhibit A to the Agreement, as amended. The initial paragraph of the original Exhibit A, “Scope of Services”, to the Agreement is amended to read as follows:

SCOPE OF SERVICES

Consultant shall provide FY2023/24 ON-CALL CONTRACT PLANNING SERVICES FOR THE LEGADO PROJECT in the amount not to exceed **Sixty Five Thousand Dollars and Zero Cents (\$65,000.00)** as further detailed in the following page(s).

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

CITY OF MENIFEE

Rincon Consultants, Inc

Armando G. Villa, City Manager

Deanna Hansen, Vice President /Principal

Attest:

Brenna Weatherby, Principal

Stephanie Roseen, Acting City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

EXHIBIT A

SUPPLEMENT TO SCOPE OF SERVICE

[SEE FOLLOWING PAGE]



Rincon Consultants, Inc.
 2215 Faraday Avenue, Suite A
 Carlsbad, California 92008
 760-918-9444

November 7, 2024
 Project No: 23-14828

Cheryl Kitzerow, Community Development Director
 City of Menifee
 29844 Haun Road
 Menifee, California 92586
 Via email: ckitzerow@cityofmenifee.us

Subject: Proposal for Additional Services for the Legado Project (City of Menifee Case No. DEV 2021-001)

Dear Mrs. Kitzerow:

This letter contains Rincon Consultants' proposal for additional funds to continue review of applications and permits associated with the Legado Project. The City authorized the current scope of work in July 2023 and amended the term and contract amounts in June and September of 2024. The services will continue to include attendance at bi-weekly meetings requested by the project applicant, follow-up on items discussed during meetings, and review of permits and applications for zoning compliance.

Cost

Our estimated cost to continue providing the services described above is **\$30,000**, as shown in the estimate below. When added to the current authorized budget of **\$35,000**, the total revised budget would be **\$65,000**.

Table 1 Cost Estimate

Task	Estimated Hours	Estimated Cost
Project Management and Review	170	\$30,000
Total		\$30,000

We appreciate the opportunity to continue providing senior level contract planning services to the City of Menifee for the Legado Project. Please call us if you have any questions or need any additional information.

Sincerely,
Rincon Consultants, Inc.


 Lisa Gordon
 Senior Planner


 Lilly Rudolph
 Director

www.rinconconsultants.com