

**AMENDMENT NO. 1 TO
AGREEMENT BETWEEN JLC ENGINEERING & CONSULTING
AND THE CITY OF MENIFEE FOR FY2020/21 ON-CALL ENGINEERING SERVICES (LAND
DEVELOPMENT REVIEW) (RECOVERABLE)**

This is Amendment No. 1 to that certain AGREEMENT for Professional Services Agreement ("Agreement") made on **July 1, 2020** between the City of Menifee ("City") and **JLC ENGINEERING & CONSULTING** ("Consultant") for **FY2020/21 ON-CALL ENGINEERING SERVICES (LAND DEVELOPMENT REVIEW) (RECOVERABLE)** which Amendment No. 1 is made and entered into on _____, **2021** to increase the compensation amount as indicated below:

1. Section 1.6, "Covid-19 Safety" is included to read as follows:

1.6 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all State, County, and local emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

2. Section 2, "Compensation" is amended to increase the maximum compensation by **\$9,000.00 (NINE THOUSAND DOLLARS AND ZERO CENTS)**, and is amended to read as follows:

Section 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **\$39,000.00 (THIRTY NINE THOUSAND DOLLARS AND ZERO CENTS)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for 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 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 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. All other terms and conditions of the Agreement remain in full force and effect.

CITY OF MENIFEE

JLC ENGINEERING & CONSULTING

Armando G. Villa, City Manager

Joseph L. Castaneda, President

Attest:

Marina Castaneda, Vice President

Sarah A. Manwaring, City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney