

**AMENDMENT TO THE AGREEMENT WITH
THE CITY OF MURRIETA AND CONSULTANT**

Amendment No.: 2

Original Agreement Title ("Agreement"): Agreement with Architerra Inc., for On-Call As-needed Landscape Services

Agreement Effective Date: June 18, 2024

Agreement Termination Date: June 30, 2027

Consultant Name: Architerra, Inc.

Brief Description of Scope of Services ("Services"): On-Call As-Needed Landscape Services

This Amendment to the Agreement, made effective on the date executed by the City by and between the City of Murrieta, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("City"), and the above referenced Consultant with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

Whereas, City is a general law city, formed and existing pursuant to the provisions of the California Government Code.

Whereas, City and Consultant entered into an Agreement on the Effective Date set forth above for the Services.

Whereas, City and Consultant wish to amend the Agreement as further set forth herein.

Whereas, the Agreement was previously modified by the following prior amendments: 01

AMENDMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The above recitals are true and correct.
2. The following terms of the Agreement are hereby amended to read as follows:

“4.1 Consideration. In consideration of the services to be performed by CONSULTANT for the CITY as set forth in Section 1, the CITY agrees to pay CONSULTANT for hours worked at the hourly rates specified in the CONSULTANT’S rate and fee schedule in Exhibit “B”. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee. The CITY also agrees to pay CONSULTANT for incurred direct costs other than salary costs, and other costs that are identified in Exhibit “A”. CONSULTANT acknowledges that additional consultant(s) may provide the services called for by the Agreement, that no one consultant is guaranteed any particular amount of work, and that the total compensation for all services

provided by the consultant shall not exceed \$200,000 per fiscal year. The total amount payable by the CITY shall not exceed the amount designated on individual purchase order issued pursuant to this Agreement and the sum not to exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) over the entire term of the Agreement. Each performance, and project schedule. CONSULTANT shall accept such sums as full compensation for the services listed on each individual purchase order.”

3. All other conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed on the dates set forth below.

Signature Page to Follow.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MURRIETA, a California municipal corporation

By:

Justin Clifton, City Manager

Date:

ATTEST:

Cristal McDonald, City Clerk

Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney

Date:

CONSULTANT:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Contractor’s business City.

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date: