

Attachment D

Amendment One to Professional Services Agreement

**AMENDMENT NO. ONE TO
PROFESSIONAL SERVICES AGREEMENT
WITH SAGECREST PLANNING AND ENVIRONMENTAL FOR
STAFF AUGMENTATION – PLANNING SERVICES**

THIS AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT (“Amendment No. One”) is made and entered into as of this 14th day of June, 2022 (“Effective Date”), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city (“City”), and SAGECREST PLANNING AND ENVIRONMENTAL, a California corporation (“Consultant”), whose address is 27128 Paseo Espada, Suite 1524, San Juan Capistrano, CA 92675, and is made with reference to the following:

RECITALS

- A. On April 15, 2021, City and Consultant entered into a Professional Services Agreement (“Agreement”) to engage Consultant to provide Staff Augmentation – Planning Services (“Project”).
- B. Since entering into the Agreement, Consultant was asked to perform a higher volume of Work than was originally anticipated.
- C. The parties desire to enter into this Amendment No. One to increase the total compensation, update the Billing Rates, and update the Notices Section.

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

1. COMPENSATION TO CONSULTANT

Exhibit B to the Agreement shall be amended in its entirety and replaced to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference (“Services” or “Work”).

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: “City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant’s compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Two Hundred Forty Thousand Dollars and 00/100 (\$240,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.”

The total amended compensation reflects Consultant’s additional compensation for additional Services to be performed in accordance with this Amendment No. One, including all reimbursable items and subconsultant fees, in an amount not to exceed **One Hundred Twenty Thousand Dollars and 00/100 (\$120,000.00)**.

2. NOTICES

Section 25.3 of the Agreement is amended in its entirety and replaced with the following: "All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Amy Vazquez
Sagecrest Planning and Environmental
27128 Paseo Espada, Suite 1524
San Juan Capistrano, CA 92675"

3. INTEGRATED CONTRACT

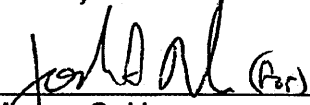
Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. One to be executed on the dates written below.

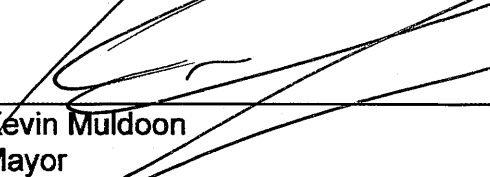
APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Date: 5/19/22

By: 
Aaron C. Harp
City Attorney

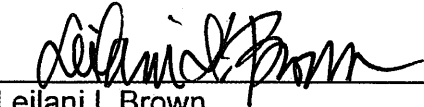
CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: 
Kevin Muldoon
Mayor

ATTEST:

Date: 7.13.2022

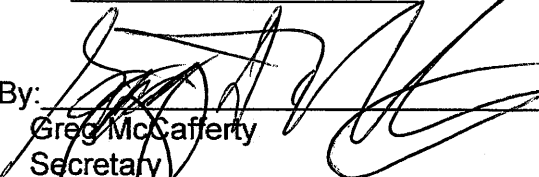
By: 
Leilani I. Brown
City Clerk

CONSULTANT: Sagecrest Planning and
Environmental, a California corporation

Date: 6/20/22

By: 
Amy Vazquez
Chief Executive Officer

Date: 6/20/22

By: 
Greg McCafferty
Secretary



[END OF SIGNATURES]

Attachments: Exhibit B – Schedule of Billing Rates

EXHIBIT B

SCHEDULE OF BILLING RATES

Position	Hourly rate
Planning Director	\$220.00
City Planner	\$200.00
Zoning Administrator	\$160.00
Principal Planner	\$160.00
Senior Planner	\$140.00
Associate Planner	\$120.00
Assistant Planner	\$90.00
Planning Aide	\$80.00