

Attachment B

Amendment Three to Professional Services Agreement

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

THIS AMENDMENT NO. THREE TO PROFESSIONAL SERVICES AGREEMENT (“Amendment No. Three”) is made and entered into as of this 15th day of March, 2024 (“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”) for Staff Augmentation – Planning Services (“Project”).
- B. On June 14, 2022, City and Consultant entered into Amendment No. One to the Agreement (“Amendment No. One”) to increase the total compensation due to a higher volume of Work than was originally anticipated, update the Billing Rates, and update the Notices section.
- C. On June 13, 2023, City and Consultant entered into Amendment No. Two to the Agreement (“Amendment No. Two”) to increase the total compensation, and to extend the term of the Agreement to June 30, 2024.
- D. The parties desire to enter into this Amendment No. Three to extend the term of the Agreement to June 30, 2025, and to increase the total compensation.

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

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: “The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2025, unless terminated earlier as set forth herein.”

2. COMPENSATION TO CONSULTANT

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 **Four Hundred Fifty Thousand Dollars and 00/100 (\$450,000.00)**, 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. Three, including all reimbursable items and subconsultant fees, in an amount not to exceed **Ninety Thousand Dollars and 00/100 (\$90,000.00)**.

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. Three to be executed on the dates written below.

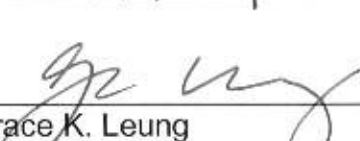
**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 3-15-24

By: 
Aaron C. Harp
City Attorney *ms*
3/15/24

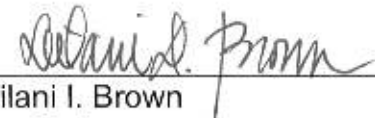
**CITY OF NEWPORT BEACH,
a California municipal corporation**

Date: 3/22/2024

By: 
Grace K. Leung
City Manager

ATTEST:

Date: 4.9.2024

By: 
Leilani I. Brown
City Clerk

CONSULTANT: Sagecrest Planning and
Environmental, a California corporation
Date: _____

Signed in Counterpart
By: _____
Amy Vazquez
Chief Executive Officer, Chief Financial
Officer, Secretary



[END OF SIGNATURES]

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

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 3-15-24

By: 
Aaron C. Harp
City Attorney

ms
3/15/24

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Grace K. Leung
City Manager

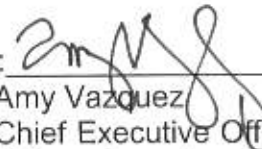
ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

CONSULTANT: Sagecrest Planning and
Environmental, a California corporation

Date: 3/20/24

By: 
Amy Vazquez
Chief Executive Officer, Chief Financial
Officer, Secretary

[END OF SIGNATURES]