

# **Attachment A**

Amendment Four to Professional Services Agreement

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

THIS AMENDMENT NO. FOUR TO PROFESSIONAL SERVICES AGREEMENT (“Amendment No. Four”) is made and entered into as of this 23rd day of July, 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”) to provide 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 originally anticipated, update the Billing Rate, 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.
- D. On March 15, 2024, City and Consultant entered into Amendment No. Three to the Agreement (“Amendment No. Three”) to extend the term of the Agreement to June 30, 2025, and to increase the total compensation.
- E. The parties desire to enter into this Amendment No. Four to increase the total compensation due to a higher volume of work than was previously anticipated.

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

**1. 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 **Five Hundred Twenty Five Thousand Dollars and 00/100 (\$525,000.00)**, 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. Four, including all reimbursable items and subconsultant fees, in an amount not to exceed **Seventy Five Thousand Dollars and 00/100 (\$75,000.00)**.

## **2. INTEGRATED CONTRACT**

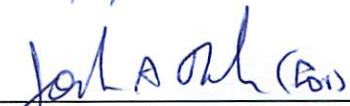
Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

**[SIGNATURES ON NEXT PAGE]**

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

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

Date: 7/18/24

By:   
Aaron C. Harp  
City Attorney

*ms  
7/18/24*

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Will O'Neill  
Mayor

**ATTEST:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Leilani I. Brown  
City Clerk

**CONSULTANT:** Sagecrest Planning and Environmental, a California corporation

Date: \_\_\_\_\_

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

**[END OF SIGNATURES]**