

ATTACHMENT 2

PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH THE
PET ADOPTION CENTER OF ORANGE COUNTY
(2024-058.1)

City of Lake Forest
100 Civic Center Dr.
Lake Forest, CA 92630



City of Lake Forest

First Amendment to Professional Consultant Services Agreement with
The Pet Adoption Center of Orange County

I. PARTIES AND DATE.

II. RECITALS.

III. TERMS.....

IV. SIGNATURES.

V. EXHIBIT "C" - COMPENSATION

Title: Professional Consultant Services Agreement with The Pet Adoption Center of Orange County

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, _____, by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 100 Civic Center Drive, Lake Forest, California 92630 ("City") and The Pet Adoption Center of Orange County, a California Corporation (Inc.), with its principal place of business at P.O. Box 80400, Rancho Santa Margarita, California 92688 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

Title: Professional Consultant Services Agreement with The Pet Adoption Center of Orange County

2. RECITALS.

2.1. Agreement

The Parties entered into that certain Agreement for Animal Adoption Center dated June 26, 2024 (“Agreement”).

2.2. First Amendment

The Parties now desire to amend the Agreement in order to extend the term of the Agreement and increase the total compensation under the Agreement.

3. TERMS.

3.1. Term.

Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

The term of this Agreement shall be from July 1, 2025 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than one (1) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2. Compensation.

Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed THIRTY-EIGHT THOUSAND DOLLARS DOLLARS (\$38,000.00) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3. Remaining Provisions of Agreement.

Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

3.4. Rates of Compensation

Exhibit C of the Agreement is hereby amended in its entirety in the form of EXHIBIT "C" - COMPENSATION to this First Amendment, attached hereto and incorporated herein.

Title: Professional Consultant Services Agreement with The Pet Adoption Center of Orange County

4. SIGNATURES.

4.1. SIGNATURES.

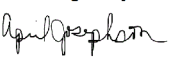
CITY OF LAKE FOREST

By:

Scott Voights
Mayor

The Pet Adoption Center of Orange County

By:

DocuSigned by:

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April Josephson
President


[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary
OR Treasurer REQUIRED]

ATTEST:

By:

Thy Merritt
Acting City Clerk

By:

Signed by:

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Laura Lawther
Treasurer

APPROVED AS TO FORM:

By:

DocuSigned by:

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Best Best & Krieger LLP
City Attorney

Title: Professional Consultant Services Agreement with The Pet Adoption Center of Orange County

5. EXHIBIT "C" - COMPENSATION

5.1. EXHIBIT "C" - COMPENSATION

Consultant shall be paid for services in accordance with Section 3.3 of the Agreement and as described above under Exhibit “A” Scope of Services and the not to exceed fee of THIRTY-EIGHT THOUSAND DOLLARS (\$38,000.00). Compensation shall be paid per the following schedule and terms.

Adoption Center/Shelter - Original Agreement	\$19,000
Adoption Center/Shelter - First Amendment	\$19,000
Total Contract Amount:	\$38,000

Payments will be made by the City in monthly installments.