

**EIGHTH AMENDMENT TO AGREEMENT BETWEEN  
CITY OF TEMECULA AND ESGIL, LLC**

**PLAN REVIEW SERVICES**

**THIS NINTH AMENDMENT** is made and entered into as of **September 24, 2024** by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **Esgil, LLC a Corporation**, (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On **July 1, 2018**, the City and Consultant entered into that certain Agreement entitled "Agreement for Plan Review Services," in the amount of \$600,000.00

b. On **January 8, 2019**, the City entered into a First Amendment to that certain Agreement entitled "Agreement for Plan Review Services" to increase the payment in the amount of \$150,000.00 for a total agreement amount of \$750,000.00.

c. On **October 17, 2019**, the City and Consultant entered into a Second Amendment to that certain Agreement entitled "Agreement for Plan Review Services" to correct the miss-stated total Agreement dollar amount indicated in Section 6.a of the First Amendment.

d. On **May 4, 2020**, the City and Consultant entered into a Third Amendment to that certain Agreement entitled "Agreement for Plan Review Services" to increase the payment in the amount of \$100,000.00 for a total agreement amount of \$850,000.00.

e. On **May 10, 2021**, the City and Consultant entered into a Fourth Amendment to that certain Agreement entitled "Agreement for Plan Review Services" to increase the payment in the amount of \$360,000.00 for a total agreement amount of \$1,210,000.00.

f. On **July 1, 2022**, the City and Consultant entered into a Fifth Amendment to that certain Agreement entitled "Agreement for Plan Review Services" to increase the term of the agreement to July 12, 2022.

g. On **July 12, 2022**, the City and Consultant entered into a Sixth Amendment to that certain Agreement entitled "Agreement for Plan Review Services" to increase the payment in the amount of \$500,000.00 for a total agreement amount of \$1,710,000.00 and to increase the term of the agreement to June 30, 2023.

h. On **July 1, 2023**, the City and Consultant entered into a Seventh Amendment to that certain Agreement entitled "Agreement for Plan Review Services" to increase the term of the agreement to June 30, 2024.

i. On **October 10, 2023**, the City and Consultant entered into an Eighth Amendment to that certain Agreement entitled "Agreement for Plan Review Services" to increase the payment in the amount of \$200,000.00 for a total agreement amount of \$1,910,000.00

j. The parties now desire to increase the payment in the amount of \$20,000.00 to retroactively cover the costs of the June 2024 services that were performed and to amend the Agreement as set forth in this Amendment.

2. Section **6** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The **Ninth** Amendment amount shall not exceed **Twenty Thousand Dollars and Zero Cents (\$20,000.00)**, for additional **Plan Review Services** for a total Agreement amount of **One Million Nine Hundred Thirty Thousand Dollars and Zero Cents (\$1,930,000.00)**

3. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

ESGIL, LLC

By: \_\_\_\_\_  
James Stewart, Mayor

By:   
Paul Meschino, President

ATTEST:

By: \_\_\_\_\_  
Randi Johl, City Clerk

By:   
David Kniff, Assistant Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Peter M. Thorson, City Attorney

CONSULTANT

Esgil, LLC  
David Kniff  
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San Diego, CA 92123  
(858) 560-1468 Phone  
Dkniff@Esgil.com

City Purchasing Mgr.  
Initials and Date: