

**AMENDMENT NO. 3 TO AGREEMENT
BETWEEN THE CITY OF LAKE ELSINORE AND
AREA 63 PRODUCTIONS**

This **AMENDMENT NO. 3** is made and entered into as of April 9, 2019 by and between the City of Lake Elsinore, a municipal corporation ("City") and Area 63 Productions ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated March 10, 2017 (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. City and Consultant entered into Amendment No. 1 dated July 11, 2017. City and Consultant entered into Amendment No. 2 dated September 25, 2018. Amendment No. 1, Amendment No. 2 and the Original Agreement are collectively referred to herein as the "Agreement".

C. City and Consultant now desire to amend the Agreement as set forth in this Amendment No. 3.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Consultant agree as follows:

1. Section 3, Compensation, is hereby amended in its entirety to read as follows:

Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A to the Original Agreement). In no event shall Consultant's compensation of Ninety-five \$95,000 for Amendment No. 3 or total compensation under all amendments to date exceed One Hundred Eighty-five Thousand Dollars and no cents (\$185,000.00) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses and reimbursables approved by the City shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

2. 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 have caused this Amendment No. 3 to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

AREA 63 PRODUCTIONS

Grant Yates, City Manager

Uwe Salvender, President

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney