

**AMENDMENT NO. 1 TO AGREEMENT
FOR PROFESSIONAL SERVICES**

This Amendment No. 1 to Agreement for Professional Services (the Amendment No. 1) is entered into as of July 1, 2019, by and between the City of Lake Elsinore, a municipal corporation ("City") and The Lew Edwards Group. ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated January 29, 2019 (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. The Original Agreement provided for compensation to Consultant in an amount not to exceed \$29,750 for a period of six (6) months.

C. The parties now desire to extend and amend the terms of services as set forth in the Original Agreement.

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

1. Section 2c, Term, of the Original Agreement is hereby amended in its entirety to read as follows.

Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and until June 30, 2021.

2. Section 3, Compensation, of the Original Agreement is hereby amended to add the following:

Compensation to be paid to Consultant for Fiscal Year 2019-21 shall be in accordance with the fees set forth in Consultant's Proposal (Exhibit A-1) attached to Amendment No. 1 and incorporated herein by reference. In no event shall Consultant's compensation exceed Sixty-Two Thousand Dollars (\$62,000) for each Fiscal Year without additional written authorization from the City Manager.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"

CITY OF LAKE ELSINORE, a municipal
corporation

"CONSULTANT"

Lew Edwards Group

Catherine Lew, Consultant

Grant Yates, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A1 – Consultant’s Proposal

EXHIBIT A1
CONSULTANT'S PROPOSAL
[ATTACHED]

EXHIBIT A1

Task Two: Provide Communications Engagement and Preparation Services related to potential revenue generation (July 2019-June 2020)

- Facilitate and continuously update a coordinated strategy and timeline for Project.
- Work with City staff on methods to engage constituents, expand community awareness of policy, fiscal/service needs and solicit additional community input on potential funding or policy priorities.
- Recommend to staff methods of engaging/informing constituents about Project in City communications vehicles, including newsletters, guest columns, website, and social media.
- Conduct Message Training for City staff.
- Recommend methods to expand informational outreach activities with community networks and organizations in the City to solicit feedback on City services/priorities, provide information and advise City staff on the best manner of responding to questions from the public. Consultant will update and refine concise, user-friendly messaging and materials.
- Write text copy for informational mailings and materials. Mailer content will be approved by the City Manager's office and City Attorney. Consultant to provide recommended Mailing Plan. City to design/print/mail materials to a recommended audience using its own vendors, budgeted separately from this Agreement.
- Consultant will review earned (non-paid) local media and/or Internet media opportunities with City staff as a method for disseminating necessary information and assist with rapid response needs from media or the community as necessary to correct misinformation or clarify confusing information.
- Assist with the development of a follow up community survey to be conducted by City's designated opinion research professional under City's direct contract with that opinion research firm.
- Analyze results, advise City of viability and feasibility of ballot measure.
- As needed, confer with the City Attorney on the ballot question and other ballot measure materials, to ensure that effective communication protocols are considered.
- Work with City staff on related staff reports and measure development.

The parties expressly acknowledge and agree that legal services or advice are not within Consultant's scope of services.

SCHEDULE OF COMPENSATION RATES

Twelve (12) monthly payments at Consultant's rate of Five Thousand Seven Hundred and Fifty Dollars (\$5,750) per month due and payable on the last business day of each month, commencing July 31, 2019, and ending June 30, 2020.

Professional fees do not include hard project costs such as opinion research, graphic design, printing, bulk postage, or mail house processing fees, which will be budgeted for separately by the City throughout the project.