

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

CEQA Services - East Lake Specific Plan Amendment No. 11

This Amendment No. 1 to Agreement for Professional Services ("Amendment No. 1") is made and entered into as of July 11, 2017 by and between the City of Lake Elsinore, a municipal corporation ("City"), and VCS Environmental, a California Corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of October 14, 2014 (the "Original Agreement") attached hereto as Exhibit B. 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 Two Hundred Thirty-Three Thousand Four Hundred Forty dollars (\$233,440).

C. Consultant has completed scope of services including 1) Opportunities and Constraints Analysis, 2) Meeting Attendance, 3) Preparation of Technical Studies, 4) Public Outreach, and 5) Preparation of the Draft EIR.

D. The parties now desire to amend the Original Agreement to include services by Consultant to complete the Final EIR and increase compensation to pay for the additional services as set forth in this Amendment No. 1.

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

1. Section 2, subpart C, Term, is hereby amended to add the following:

Unless earlier terminated as provided elsewhere in the Original Agreement, this Amendment No. 1 shall commence immediately and shall continue until the services and related work are completed in accordance with the Consultant's Proposal for Additional Work (Exhibit A).

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

Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultant's Proposal (Exhibit A to the Original Agreement).

In no event shall Consultant's compensation for services set forth in Exhibit A to this Amendment No. 1 exceed Fifty-Six Thousand One Hundred Ninety-Nine dollars (\$56,199) without additional written authorization from the City. Aggregate compensation for Consultant services completed pursuant to the Original Agreement and Amendment No. 1 shall not exceed Two Hundred Eighty-Nine Thousand Six Hundred Thirty-Nine

dollars (\$289,639) without additional written authorization from the City.

Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses 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.

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

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONSULTANT"

VCS Environmental, a California corporation

Grant Yates, City Manager

By: Julie Beeman,

Its: President

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibits: A. Consultant's Proposal for Additional Work
B. Original Agreement

EXHIBIT A

CONSULTANT'S PROPOSAL FOR ADDITIONAL WORK

ORIGINAL AGREEMENT

[ATTACHED]

EXHIBIT B