

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

HELIX ENVIRONMENTAL PLANNING, INC.

Environmental Documentation for the Riley Senior Apartments Project

This Amendment No. 1 to Agreement for Professional Services (“Amendment No. 1”) is made and entered into as of March 12, 2024, by and between the City of Lake Elsinore, a municipal corporation (“City”), and HELIX Environmental Planning, Inc., a California corporation (“Consultant”).

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of September 26, 2023, (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 of eight thousand and nine hundred dollars (\$8,900).

C. The parties now desire to modify the scope of services and increase the compensation in an amount of Sixty-Seven thousand and One Hundred Fifty dollars (\$67,150) for such 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 1, Scope of Services, of the Original Agreement is hereby amended to add the following:

Consultant shall also perform the services described in Consultant’s February 27, 2024 contract augment request (attached to this Amendment No. 1 as Exhibit A-1). Consultant shall provide such services at the time, place, and in the manner specified in Exhibit A-1, subject to the direction of the City through its staff that it may provide from time to time.

2. Section 3, Compensation, of the Original Agreement 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 Consultants’ Proposal dated October 2, 2023 (Exhibit A to the Original Agreement) and, for purposes of Amendment No. 1, in accordance with the fees set forth in Consultant’s Proposal February 27, 2024 (attached as Exhibit A-1 to Amendment No. 1). In no event shall Consultant’s total compensation for services provided pursuant to this Agreement, as amended, exceed Sixty-Seven Thousand and One Hundred Fifty dollars (\$67,150) without additional written authorization from the City.

Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A-1 respectively, 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"

HELIX Environmental Planning, Inc., a California corporation

Jason Simpson, City Manager

By: Andrea S. Bitterling
Its: Planning Division Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A-1 – Consultant's Proposal

EXHIBIT A-1

CONSULTANT'S PROPOSAL

[ATTACHED]