

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

**LITTLE RASCALS EVENT SERVICE, LLC**

***EVENTS EQUIPMENT AND AMUSEMENT RENTALS AND SERVICES***

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of 11/14/2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Little Rascals Event Service, LLC, a Corporation ("Consultant").

**RECITALS**

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 9/21/2023, (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 ten thousand dollars (\$10,000/year).

C. The Original Agreement had a term of one year, commencing on 7/1/2023 and ending on 6/30/2024.

D. The parties now desire to amend the term and increase the payment 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 2 (c), Term, of the Original Agreement is hereby amended to read in its entirety as follows:

Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on July 1, 2023 and ending June 30, 2026. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms by giving written notice thereof to Consultant not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

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 Consultant's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's annual compensation exceed Twenty thousand dollars (\$20,000) 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 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”

Little Rascals Event Services, a corporation

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Anthony Adcock, Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Assistant City Manager

Attachments: Exhibit A-1 – Original Agreement (9/21/23)

EXHIBIT A-1

ORIGINAL AGREEMENT (9/21/23)

[ATTACHED]