

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

**Creative Industries Media Group
*Videography and Editing Services***

This amendment No. 1 to Agreement for Professional Services is made and entered into as of 5/14/2024, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Creative Industries Media Group, a Corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as 6/14/2022 (the "original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meaning set forth for such terms in the Original Agreement. The Original Agreement provided for compensation to Contractor in the amount of Forty Thousand dollars (\$40,000).

B. The parties now desire to amend the scope of services 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 Contractor agree as follows:

1. Compensation

Compensation, is hereby amended to read in its entirety as follows:

a. 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 forty thousand dollars (\$52,000) 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.

2. 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"
Creative Industries Media Group

City Manager

John Hess, Director

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager