

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

Kimley-Horn and Associates, Inc.

Environmental Documentation for the Riverside Drive Apartments Project

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of March 11, 2025, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Kimley-Horn and Associates, Inc., a North Carolina Corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of July 23, 2024, (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 seventy-eight thousand six hundred dollars (\$78,600).

C. The parties now desire to amend the scope of services, term and increase the compensation in an amount of eight thousand eight hundred dollars (\$8,800) 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 11, 2025 Proposal (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 June 26, 2024 (Exhibit A to the Original Agreement) and, for purposes of Amendment No. 1, in accordance with the fees set forth in Consultant's Proposal dated February 11, 2025 (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 eighty-seven thousand four hundred dollars (\$87,400) 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”

Kimley-Horn and Associates, Inc., a North Carolina Corporation

City Manager

John A. Polluck, Vice President

Date: _____

Date: _____

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]