

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

Social Work Action Group

Supportive Services and Management of the Anchor

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of 9/24/2024, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Social Work Action Group, a California non-profit corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 7/13/2021, (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 annual compensation to Consultant in an amount of Four Hundred and Forty-Five Thousand dollars (\$445,000).

C. The Original Agreement had a term commencing on July 1, 2021, and ending June 30, 2022. As permitted by Section 2 of the Original Agreement, the City Manager exercised two 12-month renewal terms extending the Original Agreement to June 30, 2024.

D. The parties now desire to amend the scope of services, 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 1, Scope of Services, of the Original Agreement is hereby amended to add the following:

For purposes of Amendment No. 1 and the term commencing July 1, 2024, Consultant shall perform the services described in Consultant's Proposal (Exhibit A-1 Amendment No. 1 attached hereto and incorporated by reference herein). Consultant shall provide such services at the time, place, and in the manner specified in Consultant's Proposal (Exhibit A-1 Amendment No. 1), subject to the direction of the City through its staff that it may provide from time to time.

2. 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, 2021 and ending June 30, 2025. 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.

3. Section 3, Compensation, of the Original Agreement is hereby amended to add the following:

Notwithstanding the foregoing, for purposes of Amendment No. 1 and the term commencing July 1, 2024, compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Consultant's Proposal (referenced collectively as Exhibit A-1 Amendment No. 1). In no event shall Consultant's annual compensation related to Exhibit A-1 to Amendment No.1 exceed Six Hundred and Seventeen Thousand and Eighty Five dollars (\$617,085) without additional written authorization from the City Council.

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.

4. 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"

Social Work Action Group

City Manager

Click or tap here to enter text.

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]