

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

**MIG, Inc.**

**GENERAL PLAN UPDATE, ZONING CODE AMENDMENT, AND RELATED  
ENVIRONMENTAL DOCUMENTATION**

This Amendment No. 1 to Agreement for Professional Services ("Amendment No. 1") is made and entered into as of August 22, 2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and MIG, Inc., a California corporation ("Consultant").

**RECITALS**

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of April 26, 2022, (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 Five Hundred Forty-Five Thousand One Hundred and Seventy-Eight dollars (\$545,178.00).

C. The parties now desire to modify the scope of services and increase the compensation in an amount of Nine Hundred Thirty-Six Thousand Eight Hundred and Ninety-One dollars (\$936,891.00) 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 City of Lake Elsinore General Plan Update Scope of Work and Budget (attached to this Amendment No. 1 as Exhibit A-1) and Consultant's City of Lake Elsinore Zoning Code Amendment Scope of Work and Budget (attached to this Amendment No. 1 as Exhibit A-2). Consultant shall provide such services at the time, place, and in the manner specified in Exhibit A-1 and Exhibit A-2, 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 April 11, 2022 (Exhibit A to the Original Agreement) and, for purposes of Amendment No. 1, in accordance with the fees set forth in Consultant's City of Lake Elsinore General Plan Update Scope of Work and Budget and Consultant's City of Lake Elsinore Zoning Code Amendment Scope of Work and Budget (attached as Exhibit A-1 and A-2 to Amendment No. 1). In no event shall

Consultant's total compensation for services provided pursuant to this Agreement, as amended, exceed One Million Four Hundred Eighty-Two Thousand and Sixty-Nine dollars (\$1,482,069.00) 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, Exhibit A-1 and Exhibit A-2 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"

MIG, Inc., a Californian corporation

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

\_\_\_\_\_  
By: Pamela Steele  
Its: Principal

ATTEST:

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

APPROVED AS TO FORM:

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

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

Attachments: Exhibit A-1 – Consultant's General Plan Update Scope of Work and Budget  
Exhibit A-2 – Consultant's Zoning Code Amendment Scope of Work and Budget

EXHIBIT A-1

CONSULTANT'S GENERAL PLAN UPDATE SCOPE OF WORK AND BUDGET

[ATTACHED]

EXHIBIT A-2

CONSULTANT'S ZONING CODE AMENDMENT SCOPE OF WORK AND BUDGET

[ATTACHED]