

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

Décor IQ

Additional Holiday Decorations & Event Services

This Amendment No. 1 to Agreement for Contractor Services is made and entered into as of 9/12/2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Décor IQ, a Limited Liability Co. ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of 10/25/2022, (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 Contractor in an amount of One Hundred Twenty-Five Thousand Eight Hundred Eighty Dollars and Zero Cents (\$125,880.00).

C. The Original Agreement had a term of three (3) years commencing on 10/25/2022 and ending on 6/30/2025.

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 Contractor agree as follows:

1. Section 1, Scope of Services, of the Original Agreement is hereby amended to add the following:

Contractor shall also perform the services described in Contractor's 7/24/2023 Proposal (attached to this Amendment No. 1 as Exhibit A-1). Contractor 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 Contractor shall be in accordance with the fees set forth in Contractor's Proposals dated 9/12/22 (Exhibit A to the Original Agreement) and dated 7/24/23 (Exhibit A-1 to Amendment No. 1). In no event shall Contractor's compensation for services provided pursuant to the Original Agreement as amended by Amendment No. 1 (collectively, the "Agreement" as set forth in the Contractor's Proposals exceed One Hundred Fifty-Five Thousand Three Hundred Ten Dollars and Zero Cents (\$155,310.00) without additional written authorization from the City Council.

Notwithstanding any provision of Contractor 's Proposals to the contrary, out of pocket expenses 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

“CONTRACTOR”

Décor IQ, a Limited Liability Co.

City Manager

Stacey Jordan, VP of Sales

Date:_____

Date:_____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A-1 – Contractor 's Proposal

EXHIBIT A-1

CONTRACTOR 'S PROPOSAL

[ATTACHED]