

**AMENDMENT NO. 2 TO
CONTRACTOR AGREEMENT
CITY WIDE ON-CALL WEED ABATEMENT SERVICES**

This is Amendment No. 2 ("Amendment No. 2") to that certain Contractor Agreement ("Agreement") made on **November 17, 2022** between the City of Menifee ("City") and **DEGUIRE WEED ABATEMENT** ("Consultant") for **CITY WIDE ON-CALL WEED ABATEMENT SERVICES** as amended by that certain Amendment No.1 to the Agreement entered into on **June 21, 2023** ("Amendment No. 1"), which this Amendment No. 2 is made and entered into on _____, **2023** to extend the term of services and increase the compensation amount as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 2 shall have the meanings ascribed to them in the Agreement.
2. Section 1.1, "Term of Services" is amended to read as follows:

1.1 Term of Services. The term of this Agreement shall begin on **July 1, 2022** and shall end on **June 30, 2025** unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

3. **SECTION 2**, "Compensation" is amended to increase the maximum compensation by **Fifty Two Thousand Five Hundred Dollars and Zero Cents (\$52,500.00)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **One Hundred Five Thousand Dollars and Zero Cents (\$105,000.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

4. The initial paragraph of the original Exhibit A, "Scope of Services", to the Agreement is amended to read as follows:

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide CITY WIDE ON-CALL WEED ABATEMENT SERVICES in the amount not to exceed **One Hundred Five Thousand Dollars and Zero Cents (\$105,000.00)** as further detailed in the following page(s).

5. All other terms and conditions of the Agreement remain in full force and effect.
6. This Amendment No. 2 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

CITY OF MENIFEE

DEGUIRE WEED ABATEMENT

Rebekah Kramer, Acting City Manager

James DeGuire, Chief Executive Officer

Attest:

Matthew Swoboda, Chief Financial Officer

Sarah A. Manwaring, City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

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