

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
BONDED CFD'S BOND COUNSEL SERVICES**

This is Amendment No. 1 ("Amendment No. 1") to that certain Professional Services Agreement ("Agreement") made on **July 19, 2023**, between the City of Menifee ("City") and **STRADLING YOCCA CARLSON & RAUTH** ("Consultant") for **BONDED CFD'S BOND COUNSEL SERVICES** which this Amendment No. 1 is made and entered into on _____, **2025** to extend the term of services and to increase the compensation amount as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 1 shall have the meanings ascribed to them in the Agreement.
2. During the term of the Agreement, Consultant transitioned from a corporation to a limited liability partnership. The parties agree that this transition has no impact on the rights and obligations of the parties under the Agreement.
3. 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, 2023** and shall end on **June 30, 2027**, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant 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.

4. **SECTION 2**, "Compensation" is amended to increase the maximum compensation by **FOUR HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$420,000.00)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **TWO HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS (\$210,000) PER FISCAL YEAR** (July 1 – June 30) for a cumulative total of **EIGHT HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS (\$840,000.00)** 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.

5. Exhibit A, "Scope of Services" is supplemented to include the supplement attached as Exhibit A hereto. The supplement to the "Scope of Services" is not intended to replace the

original Exhibit A to the Agreement, but instead to augment and increase the information listed in the original Exhibit A to the Agreement. The initial paragraph of the original Exhibit A, "Scope of Services", to the Agreement is amended to read as follows:

SCOPE OF SERVICES

Consultant shall provide **BONDED CFD'S BOND COUNSEL SERVICES** in the amount not to exceed **TWO HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS (\$210,000) PER FISCAL YEAR** (July 1 – June 30) for a cumulative total of **EIGHT HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS (\$840,000.00)** as further detailed in the following page(s).

- 6. All other terms and conditions of the Agreement remain in full force and effect.
- 7. This Amendment No. 1 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

STRADLING YOCCA CARLSON & RAUTH

Armando G. Villa, City Manager

Brian Forbath, President/Shareholder

Attest:

Lawrence Chan, Vice President/Shareholder

Stephanie Roseen, City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

EXHIBIT A

FY25/26 RATES:

Senior Partner - \$690

Junior Partner - \$600

Associates - \$375

Paralegals - \$175