

**Amendment No. 2**  
**PROFESSIONAL SERVICES AGREEMENT**  
**FISCAL YEAR 2022/23 AS NEEDED PROFESSIONAL INFORMATION**  
**TECHNOLOGY (IT) SERVICES**

This is Amendment No. 2 ("Amendment 2") to that certain Professional Services Agreement ("Agreement") made on August 8, 2022 between the City of Menifee ("City") and **SDI PRESENCE LLC** ("Consultant") for **FISCAL YEAR 2022/23 AS NEEDED PROFESSIONAL INFORMATION TECHNOLOGY (IT) SERVICES** as amended by that certain Amendment No. 1 to the Agreement entered into on 8/16/2023 ("Amendment No. 1"), which this Amendment No. 2 is made and entered into on September 14, **2023** to extend the term 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 the **July 1, 2022** and shall end on **June 30, 2024** 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.

3. **SECTION 2**, "Compensation" is amended to increase the maximum compensation by **Thirty Three Thousand Three Hundred Thirty Three Dollars and Zero Cents (\$33,333.00)**, and is amended to read as follows:

**SECTION 2. COMPENSATION.**

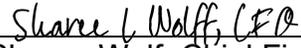
City hereby agrees to pay Consultant a sum not to exceed **Seventy Eight Thousand Six Hundred Sixty Six Dollars and Zero Cents (\$78,666.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under 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. All other terms and conditions of the Agreement remain in full force and effect.
5. 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

SDI PRESENCE LLC

  
\_\_\_\_\_  
Armando G. Villa, City Manager

  
\_\_\_\_\_  
Sharee Wolf, Chief Financial Officer

Attest:

\_\_\_\_\_

  
\_\_\_\_\_  
Stephanie Roseen, Acting City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Jeffrey T. Melching, City Attorney

