

**AMENDMENT NO. 3
PROFESSIONAL SERVICES AGREEMENT
FISCAL YEAR 2022/23 AS NEEDED PROFESSIONAL INFORMATION
TECHNOLOGY (IT) SERVICES**

This is Amendment No. 3 ("Amendment No. 3") to that certain Professional Services Agreement ("Agreement") made on August 8, 2022 between the City of Menifee ("City") and **SDI PRESENCE, LLC**, a limited liability company ("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 August 16, 2023 ("Amendment No. 1") as amended by that certain Amendment No.2 to the Agreement entered into on September 14, 2023 ("Amendment No. 2") which this Amendment No. 3 is made and entered into on _____, **2024** to increase the compensation amount, as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 3 shall have the meanings ascribed to them in the Agreement.
2. **SECTION 2**, "Compensation" is amended to increase the maximum compensation by **Thirty Eight Thousand Dollars and Zero Cents (\$38,000.00)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **One Hundred Sixteen Thousand Six Hundred Sixty Six Dollars and Zero Cents (\$116,666.00)** 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.

3. All other terms and conditions of the Agreement remain in full force and effect.
4. This Amendment No. 3 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:

Sarah Manwaring, City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

