

**AMENDMENT NO. 3 TO
AGREEMENT BETWEEN DOCUMENT & MICROFILM CONVERSION (DMC)
AND THE CITY OF MENIFEE FOR CITY OF MENIFE: FY18/19 ON CALL DOCUMENT
SCANNING, INDEXING, AND QUALITY CONTROL SERVICES**

This is Amendment No. 3 to that certain AGREEMENT for Professional Services Agreement ("Agreement") made on between the City of Menifee ("City") and **DOCUMENT & MICROFILM CONVERSION (DMC)** ("Consultant") for **CITY OF MENIFE: FY18/19 ON CALL DOCUMENT SCANNING, INDEXING, AND QUALITY CONTROL SERVICES** which Amendment No. 3 is made and entered into on July 20, **2022** to extend the term of service and increase the compensation amount as indicated below:

1. 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 **April 3, 2019** and shall end on **June 30, 2023** 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.

2. Section 2, "Compensation" is amended to increase the maximum compensation by **\$175,000.00 (ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS)**, and is amended to read as follows:

Section 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **\$275,000.00 (TWO HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for 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 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 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.

CITY OF MENIFEE

DOCUMENT & MICROFILM CONVERSION (DMC)

DocuSigned by:
Armando G. Villa
Armando G. Villa, City Manager

DocuSigned by:
Mike McCluskey, President
Mike McCluskey, President

Attest:

DocuSigned by:
Debi McCluskey, COO
Debi McCluskey, COO

DocuSigned by:
Stephanie Roseen
Stephanie Roseen, Acting City Clerk

Approved as to Form:

DocuSigned by:
Jeffery T. Melching, City Attorney
Jeffery T. Melching, City Attorney