

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
CUSTOM APPAREL SERVICES**

This is Amendment No. 2 ("Amendment No. 2") to that certain Professional Services Agreement ("Agreement") made on **November 16, 2022**, between the City of Menifee ("City") and **PROMO SHOP, INC** ("Consultant") for **CUSTOM APPAREL** as amended by that certain Amendment No.1 to the Agreement entered into on February 11, 2023 ("Amendment No. 1"), which this Amendment No. 2 is made and entered into on _____, **2023** to increase the compensation amount for the Initial term of the Agreement 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 2**, "Compensation" is amended to increase the maximum compensation for the Initial Term by **SIX THOUSAND DOLLARS AND ZERO CENTS (\$6,000.00)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

Consultant is one (1) of two (2) consultants performing the Services on behalf of the City (each a "Performing Consultant,") and shall be compensated as provided herein for the Services performed by Consultant. Consultant hereby acknowledges that Consultant is one (1) of two (2) Performing Consultants and that no one (1) Performing Consultant is entitled to or guaranteed any particular quantity of work required for the Services. Notwithstanding any contrary indications that may be contained in Consultant's proposal, City hereby agrees to pay Consultant as follows, provided that the sums listed herein shall be the maximum compensation available to both Performing Consultants combined, in the aggregate for the first and second renewal term:

- a. Initial Term: A sum not to exceed **SIXTEEN THOUSAND DOLLARS AND ZERO CENTS (\$16,000.00)**; and
- b. First Renewal Term: An aggregate sum not to exceed **SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$17,500.00)**; and
- c. Second Renewal Term: An aggregate sum not to exceed **SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$17,500.00)**.

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

SCOPE OF SERVICES

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Services shall include Custom Apparel Services in the amount not to exceed SIXTEEN THOUSAND DOLLARS AND ZERO CENTS (\$16,000.00) the initial term. For the first and second renewal term Services shall include Custom Apparel Services in the combined amount to both Performing Consultants not to exceed the following amounts, as further detailed on the following pages:

- a. Initial Term: A sum not to exceed SIXTEEN THOUSAND DOLLARS AND ZERO CENTS (\$16,000.00); and
 - b. First Renewal Term: An aggregate sum not to exceed SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$17,500.00)
 - c. Second Renewal Term: An aggregate sum not to exceed SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$17,500.00)
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

PROMO SHOP, INC

Armando G. Villa, City Manager

Guillermo Kahan, President

Attest:

Bob Golden, CFO

Stephanie Roseen, Acting City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney