

**AMENDMENT NO. 2 TO  
AGREEMENT FOR DESIGN, PRINT, AND MAIL PREPARATION OF CITY OF SAN  
BERNARDINO PARKS RECREATION AND COMMUNITY SERVICES BROCHURE  
OF ACTIVITIES  
WITH THE PM GROUP, DBA THE PRINTERY**

This Amendment No. 2 to the Agreement for design, print, and mail preparation of City of San Bernardino Parks, Recreation and Community Services brochure of activities is made and entered into as of December 7, 2022 ("Effective Date") by and between the City of San Bernardino, a charter city and municipal corporation ("City") and the PM Group DBA The Printery, a California Corporation ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

**RECITALS**

WHEREAS, the City and the Consultant have entered into an agreement, dated October 20, 2021 for the purpose of providing the print, design, and mail preparation of the City of San Bernardino Parks, Recreation and Community Services brochure of activities (the "Master Agreement").

WHEREAS, the City and the Consultant have entered into an Amendment No. 1 to the Master Agreement, dated October 20, 2021 for the purpose of amending the compensation from \$67,635 to \$97,635.

WHEREAS, the Parties now desire to amend the Master Agreement in order to extend the term of the Master Agreement for an additional term of one year, and to include additional funds for the continued performance of the services in accordance with the compensation provisions of the Master Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No.2 and the Master Agreement, the Parties mutually agree as follows:

**AGREEMENT**

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Term. The term of the Master Agreement shall be extended for an additional term of one year through June 30, 2023, unless earlier terminated.

3. Compensation. The compensation for services performed pursuant to this Amendment No. 2 shall not exceed Eighty-Three Thousand Five hundred dollars (\$83,500), thereby decreasing the total not to exceed compensation of the Master

Agreement to the amount of Ninety-Seven thousand six-hundred and thirty -five dollars (\$97,635) Work shall be performed at the rates set forth in the Master Agreement.

4. Full Force. Except as amended by this Amendment No. 2, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2.

5. Electronic Transmission. A manually signed copy of this Amendment No. 2 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 2 for all purposes. This Amendment No. 2 may be signed using an electronic signature.

6. Counterparts. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR  
AMENDMENT NO. 2 TO THE FOR DESIGN, PRINT, AND MAIL PREPARATION OF  
CITY OF SAN BERNARDINO PARKS RECREATION AND COMMUNITY SERVICES  
BROCHURE OF ACTIVITIES AGREEMENT  
WITH THE PM GROUP DBA THE PRINTERY**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the Effective Date first herein above written.

**CITY OF SAN BERNARDINO**

**CONSULTANT**

APPROVED BY:

**THE PM GROUP DBA THE PRINTERY**

\_\_\_\_\_  
**ROBERT D. FIELD**  
**CITY MANAGER**

\_\_\_\_\_  
Signature

APPROVED AS TO FORM:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

\_\_\_\_\_  
Title