

**THIRD AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND AMERICAN FORENSIC NURSES, INC. DBA AFN
FOR PHLEBOTOMY SERVICES**

THIS THIRD AMENDMENT is made and entered into as of **May 14, 2019** by and between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **American Forensic Nurses, Inc. dba: AFN**, a Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:
 - a. On June 25, 2013, the City and Consultant entered into that certain Agreement entitled "Agreement for Phlebotomy Services," in the amount of **\$200,000**.
 - b. On June 14, 2017, the City and Consultant entered into the First Amendment to that certain Agreement entitled "Agreement for Phlebotomy Services" to extend the term to June 30, 2018.
 - c. On July 2, 2018, the City and Consultant entered into the Second Amendment to that certain Agreement entitled "Agreement for Phlebotomy Services" to extend the term to June 30, 2019 and add fiscal year 2018/19 fee schedule.
 - d. The parties now desire to increase the payment in the amount of **\$13,194.27** and amend the Agreement as set forth in this Amendment.
2. Section 4 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The **Third Amendment** amount shall not exceed **Thirteen Thousand One Hundred Ninety-Four Dollars and Twenty-Seven Cents (\$13,194.27)**, for additional Phlebotomy Services for a total Agreement amount of **Two Hundred Thirteen Thousand One Hundred Ninety-Four Dollars and Twenty-Seven Cents (\$213,194.27)**.
3. Exhibit B to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.
4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

AMERICAN FORENSIC NURSES, INC. DBA:AFN

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____

Michael S. Naggar, Mayor

By: _____



Alvaro Carlos Martinez, Chief Operating Officer

ATTEST:

By: _____

Randi Johl, City Clerk

APPROVED AS TO FORM:

By: _____

Peter M. Thorson, City Attorney

CONSULTANT

American Forensic Nurses, Inc. dba: AFN
Attn: Christian Dumpit or A. Carlos Martinez
51321 Avenida Bermudas #1625
La Quinta, CA 92247
Phone: 760-322-9925
Fax: 760-322-9914
info@amrn.com or christian@amrn.com

PM Initials:
Date:

ATTACHMENT A

EXHIBIT B

Pricing for current FY 2018-19 services are as outlined in the Agreement Fee Schedule. Section 4 of the Agreement is amended to increase the payment in the amount of \$13,194.27, but in no event shall the total amount for services exceed \$213,194.27 for the total term of the Agreement. The not to exceed amount listed herein is an estimated expenditure and this Agreement does not guarantee Consultant this amount in purchased services.