

**AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACTOR SERVICES (ON-CALL)
Hemet Fence Corp**

Citywide Fencing Services

This Amendment No. 1 to Agreement for Contractor Services ("Amendment No. 1") is made and entered into as of June 13, 2017 by and between the City of Lake Elsinore, a municipal corporation ("City), and Hemet Fence Corp, a California corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of August 19, 2016 (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Contractor in an amount not to exceed Thirty Thousand dollars (\$30,000) for Fiscal Year 2016/2017.

C. The term of the Original Agreement was for ten (10) months and allows the City to extend the term not to exceed two (2) additional renewals.

D. The parties now desire to extend the term as set forth in this Amendment No. 1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 2, subpart C, Term, is hereby amended to add the following:

Unless earlier terminated as provided elsewhere in the Original Agreement, this Amendment No. 1 shall continue in full force and effect through Fiscal Year 2017/2018.

2. Section 3, Compensation, is hereby amended to read in its entirety as follows:

Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A to the Original Agreement).

In no event shall Contractor's compensation related to Contractor's Proposal, Exhibit A in Original Agreement, exceed, in the aggregate, Sixty Eight Thousand Dollars (\$68,000) for Fiscal Year 2016-2017 and Fiscal Year 2017-2018 without additional written authorization from the City.

Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed on the respective dates set forth below.

"CITY"

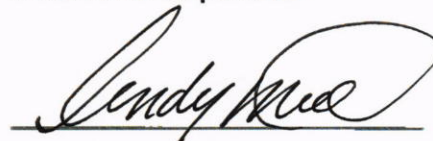
CITY OF LAKE ELSINORE, a municipal corporation


Grant Yates, City Manager

Date: 6/28/17

"CONTRACTOR"

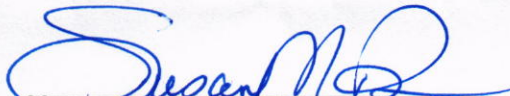
HEMET FENCE CORP,
a California corporation




By: Cindy Martin

Its: _____

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

Attachments: Original Agreement

ORIGINAL AGREEMENT

[ATTACHED]



Hemet Fence Corp.
25959 Juniper Flats Road Homeland, CA. 92548
Phone: (951) 926-8148 Fax: (951) 926-1398
License # 1000432 - Expires 1/31/2017

The City Of Lake Elsinore
130 South Main Street
Lake Elsinore, California 92530

To whom it may concern:

Hemet Fence Corp. provides the following labor and material rates for Time and/or Material work performed for the City for emergency, service, or incidental work:

The hourly rate for work performed by our crews will be at the rate of \$90.00 per hour which includes the costs for our truck, insurance, payroll, and applicable taxes. Please keep in mind that our crews generally include 2 men so the actual cost per hour is \$180.00 for most work, but will be billed by the man hour at the \$90.00/Hr. Rate.

For Saturday and overtime work please figure \$135.00 per man hour.

For Sunday and holiday work, please figure \$180.00 per man hour

The minimum cost per call is 8 man hours and the billing is calculated from our shop to the job site and back in ½ hour segments.

For materials applicable to any project for which a quote is not provided in advance, the cost will be Manufacturer's List Price + 25% Mark Up + Sales Tax.

In any event, a quote may be obtained for any work in advance of beginning any project.

Sincerely,

Wes Martin
Cell = 951-288-1068

Wes Martin 8/4/16



State Farm®
Your Policies and Accounts
State Farm Agent - OLLIE HATCH

HEMET FENCE CORP

PO BOX 619
 HOMELAND, CA 925480619
 UNKNOWN

View L/C
 Summary

AUTO

* Premium amount(s) shown may not reflect all applicable taxes, charges, or recent policy changes. *

Policy Number:	273 7342-F04-75 000	Inception Date:	6/4/2007	Term Premium:	657.82 *
Associated Customers:	PRIMARY NAMED INSURED	HEMET FENCE CORP			
VIN:	1FDAF56F92EA80783	PREFERRED VOLUNTARY		Term Start:	6/4/2017
2002 FORD F550SD STAKE				Term End:	12/4/2017
PACKAGE: SINGLE LIMIT LIABILITY		0 (LIMIT PER OCCURRENCE)			
BODILY INJURY		0 ()			
MEDICAL PAYMENTS		0 (LIMIT PER PERSON)			
COMPREHENSIVE		250 (OVERALL DEDUCTIBLE)			
UNINSURED/UNDERINSURED MOTOR VEHICLE - PROPERTY DAMAGE		0 ()			
COLLISION		500 (OVERALL DEDUCTIBLE)			
UNINSURED/UNDERINSURED MOTOR VEHICLE		0 ()			
PROPERTY DAMAGE		0 (LIMIT PER OCCURRENCE)			
Policy Number:	297 0256-E01-75 000	Inception Date:	5/1/2008	Term Premium:	361.21 *
Associated Customers:	PRIMARY NAMED INSURED	HEMET FENCE CORP			
VIN:	1FDWF36S12ED54551	PREFERRED VOLUNTARY		Term Start:	5/1/2017
2002 FORD E350 SD FLAT BED TRUCK				Term End:	11/1/2017
PACKAGE: SINGLE LIMIT LIABILITY		1000000 (LIMIT PER OCCURRENCE)			
BODILY INJURY		1000000 (LIMIT PER OCCURRENCE)			
MEDICAL PAYMENTS		5000 (LIMIT PER PERSON)			
UNINSURED/UNDERINSURED MOTOR VEHICLE - PROPERTY DAMAGE		3500 (LIMIT PER OCCURRENCE)			
UNINSURED/UNDERINSURED MOTOR VEHICLE		30000 (LIMIT PER PERSON) / 60000 (LIMIT PER OCCURRENCE)			
PROPERTY DAMAGE		1000000 (LIMIT PER OCCURRENCE)			
Policy Number:	353 9846-B17-75 000	Inception Date:	8/17/2010	Term Premium:	566.34 *
Associated Customers:	PRIMARY NAMED INSURED	HEMET FENCE CORP			
VIN:	1GBE4C1266F433893	PREFERRED VOLUNTARY		Term Start:	2/17/2017
2006 CHEVROLET KODIAK FLAT BED TRUCK				Term End:	8/1/2017
PACKAGE: SINGLE LIMIT LIABILITY		1000000 (LIMIT PER OCCURRENCE)			
BODILY INJURY		1000000 (LIMIT PER OCCURRENCE)			
MEDICAL PAYMENTS		5000 (LIMIT PER PERSON)			
COMPREHENSIVE		250 (OVERALL DEDUCTIBLE)			
UNINSURED/UNDERINSURED MOTOR VEHICLE - PROPERTY DAMAGE		500 (LIMIT PER OCCURRENCE)			
COLLISION		500 (OVERALL DEDUCTIBLE)			
UNINSURED/UNDERINSURED MOTOR VEHICLE		30000 (LIMIT PER PERSON) / 60000 (LIMIT PER OCCURRENCE)			
PROPERTY DAMAGE		1000000 (LIMIT PER OCCURRENCE)			
Policy Number:	354 2293-B28-75 000	Inception Date:	8/31/2010	Term Premium:	637.68 *
Associated Customers:	PRIMARY NAMED INSURED	HEMET FENCE CORP			
VIN:	3FRML5Z56V353334	PREFERRED VOLUNTARY		Term Start:	2/28/2017
2006 FORD LCF FLTBDTRK				Term End:	8/31/2017
PACKAGE: SINGLE LIMIT LIABILITY		1000000 (LIMIT PER OCCURRENCE)			
BODILY INJURY		1000000 (LIMIT PER OCCURRENCE)			
MEDICAL PAYMENTS		5000 (LIMIT PER PERSON)			
COMPREHENSIVE		500 (OVERALL DEDUCTIBLE)			
UNINSURED/UNDERINSURED MOTOR VEHICLE - PROPERTY DAMAGE		500 (LIMIT PER OCCURRENCE)			
COLLISION		500 (OVERALL DEDUCTIBLE)			
UNINSURED/UNDERINSURED MOTOR VEHICLE		100000 (LIMIT PER PERSON) / 300000 (LIMIT PER OCCURRENCE)			
PROPERTY DAMAGE		1000000 (LIMIT PER OCCURRENCE)			
Policy Number:	366 5160-B17-75 000	Inception Date:	2/17/2011	Term Premium:	639.50 *
Associated Customers:	PRIMARY NAMED INSURED	HEMET FENCE CORP			
VIN:	1FTEX1E63AFD80504	PREFERRED VOLUNTARY		Term Start:	2/17/2017

This list contains only a general description of coverage for policy(s) known to be purchased at the time it is produced and may not refer to each specific coverage included in your policy. This list does not change the terms and condition of the actual policy. For terms and conditions of the policy(s) listed please refer to your actual policy language. This list is not proof of insurance and is not a contract of insurance.



State Farm®
Your Policies and Accounts
State Farm Agent - OLLIE HATCH

HEMET FENCE CORP

PO BOX 619
 HOMELAND, CA 925480619
 UNKNOWN

View L/C
 Summary

2010 FORD F150 PICKUPS, ALL WEIGHTS

Term End: 8/17/2017

DISCOUNT - CONVICTION FREE

DISCOUNT - GOOD DRIVER

DISCOUNT - LOYALTY

DISCOUNT - MULTICAR

DISCOUNT - VEHICLE SAFETY

PACKAGE: SINGLE LIMIT LIABILITY

1000000 (LIMIT PER OCCURRENCE)

BODILY INJURY

1000000 (LIMIT PER OCCURRENCE)

MEDICAL PAYMENTS

5000 (LIMIT PER PERSON)

COMPREHENSIVE

250 (OVERALL DEDUCTIBLE)

UNINSURED/UNDERINSURED MOTOR VEHICLE - PROPERTY DAMAGE

500 (LIMIT PER OCCURRENCE)

COLLISION

500 (OVERALL DEDUCTIBLE)

EMERGENCY ROAD SERVICE

FAIR MARKET VALUE

UNINSURED/UNDERINSURED MOTOR VEHICLE

30000 (LIMIT PER PERSON) / 60000 (LIMIT PER OCCURRENCE)

PROPERTY DAMAGE

1000000 (LIMIT PER OCCURRENCE)

Policy Number: 536 8796-D11-75 000

Inception Date: 4/11/2016

Term Premium: 612.58 *

Associated Customers: PRIMARY NAMED INSURED

HEMET FENCE CORP

VIN: 1GBC4E1193F501173 PREFERRED VOLUNTARY

Term Start: 4/11/2017

2003 CHEVROLET C4042 FLTBDTRK

Term End: 10/11/2017

PACKAGE: SINGLE LIMIT LIABILITY

1000000 (LIMIT PER OCCURRENCE)

BODILY INJURY

1000000 (LIMIT PER OCCURRENCE)

MEDICAL PAYMENTS

5000 (LIMIT PER PERSON)

COMPREHENSIVE

500 (OVERALL DEDUCTIBLE)

UNINSURED/UNDERINSURED MOTOR VEHICLE - PROPERTY DAMAGE

500 (LIMIT PER OCCURRENCE)

COLLISION

500 (OVERALL DEDUCTIBLE)

UNINSURED/UNDERINSURED MOTOR VEHICLE

500000 (LIMIT PER PERSON) / 1000000 (LIMIT PER OCCURRENCE)

PROPERTY DAMAGE

1000000 (LIMIT PER OCCURRENCE)

Policy Number: 498 4734-E05-75 000

Inception Date: 5/5/2016

Term Premium: 762.60 *

Associated Customers: PRIMARY NAMED INSURED

HEMET FENCE CORP

VIN: 1FDUF5GT9GEB98938 PREFERRED VOLUNTARY

Term Start: 5/5/2017

2016 FORD F550 STK TRK

Term End: 11/5/2017

PACKAGE: SINGLE LIMIT LIABILITY

1000000 (LIMIT PER OCCURRENCE)

BODILY INJURY

1000000 (LIMIT PER OCCURRENCE)

MEDICAL PAYMENTS

5000 (LIMIT PER PERSON)

COMPREHENSIVE

250 (OVERALL DEDUCTIBLE)

UNINSURED/UNDERINSURED MOTOR VEHICLE - PROPERTY DAMAGE

500 (LIMIT PER OCCURRENCE)

COLLISION

500 (OVERALL DEDUCTIBLE)

UNINSURED/UNDERINSURED MOTOR VEHICLE

30000 (LIMIT PER PERSON) / 60000 (LIMIT PER OCCURRENCE)

PROPERTY DAMAGE

1000000 (LIMIT PER OCCURRENCE)

SFPP

Account Number: 0362-1046-23

Associated Customers: ADDITIONAL ACCOUNT HOLDER

HEMET FENCE CORP

Payment Freq: MONTHLY - NORMAL BILLING

Start Date: 1/12/1998

End Date:

This list contains only a general description of coverage for policy(s) known to be purchased at the time it is produced and may not refer to each specific coverage included in your policy. This list does not change the terms and condition of the actual policy. For terms and conditions of the policy(s) listed please refer to your actual policy language. This list is not proof of insurance and is not a contract of insurance.



CERTIFICATE OF LIABILITY INSURANCE

Phone: (951)764-2417

DATE (MM/DD/YYYY)

06/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Speake Insurance Services, Inc. 1791 Third Street Norco, CA 92860 License #: 0D08463	CONTACT NAME: Ginger Greeb	
	PHONE (A/C, No, Ext): (951)396-3259 FAX (A/C, No): (951)848-0925	
	E-MAIL ADDRESS: ginger@speakeinsurance.com	
INSURED Hemet Fence Corp 25959 Juniper Flats Road Homeland, CA 92548	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Houston Specialty	12936
	INSURER B: National Union & Fire	19445
	INSURER C: National Liability and Fire	20052
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 00000000-0

REVISION NUMBER: 27

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TEN18095	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EBU015433877	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 2,000,000	
							AGGREGATE \$ 2,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	V9WC898171	03/01/2017	03/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT \$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 Day cancellation provision reverts to 10 days notice in the event of non-payment of premium.

RE: On Call Fencing Services

The City of Lake Elsinore, its elected or appointed officers, employees, agents, and volunteers are included as Additional Insured on a Primary/Non-Contributory basis, including Waiver of Subrogation for General Liability per CG2010 10/01; TEN0215 01/14; and CG2404 05/09 attached.

Waiver of Subrogation applies to Workers' Compensation per form to follow

CERTIFICATE HOLDER**CANCELLATION**

City of Lake Elsinore
ATTN: Public Works
130 South Main Street
Lake Elsinore, CA 92530

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(GIN)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Only those parties required to be named as an Additional Insured in a written contract with the Named Insured under this policy, entered into prior to loss or "occurrence".	ALL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEN0215 01 14

PRIMARY AND NON-CONTRIBUTING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,
Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party as defined below, it is understood and agreed that in the event of a claim or "suit" caused in whole or in part by the Named Insured's negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

Absence of a specifically named Third Party above means this endorsement applies only to those third parties required to be named as an Additional Insured as Primary and Non-Contributory coverage specified in a written contract with the Named Insured under this policy, entered into prior to the "loss" or "occurrence".

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER: TEN18095

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Only such Person or Organization where required in a written contract with the Named Insured under this policy, entered into prior to the loss or "occurrence".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 0, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

AGREEMENT FOR CONTRACTOR SERVICES (ON-CALL)
Hemet Fence Corp.

Citywide Fencing Services

This Agreement for Contractor Services (On-Call) (the "Agreement") is made and entered into as of August 19, 2016 by and between the City of Lake Elsinore, a municipal corporation ("City") and Hemet Fence Corp., a California corporation ("Contractor").

RECITALS

A. The City has determined that it requires the following services: On-call emergency fencing services.

B. The Contractor has submitted to City a quote, dated August 4, 2016 which is attached hereto as Exhibit A (collectively, the "Contractor's Proposal") and incorporated herein, to provide services and related work to the City pursuant to the terms of this Agreement.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to perform the services and related work described in this Agreement on the terms and conditions described herein.

D. City desires to retain Contractor to perform the services and related work as provided herein and Contractor desires to provide such services and related work as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Contractor shall perform the services and related work described in Contractor's Proposal (Exhibit A). Contractor shall provide such services and related work at the time, place, and in the manner specified in Contractor's Proposal (Exhibit A), subject to the direction of the City through its staff that it may provide from time to time. Contractor acknowledges that the Scope of Services provides for 24 hour-a-day, 7 day-a-week, on-call support on an as needed basis.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services and related work to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the services and related work contemplated pursuant to this Agreement consistent with Contractor's Proposal (Exhibit A) and shall provide, furnish and pay all labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work.

b. Performance Schedule. Contractor shall commence the services and related work pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services and related work within the time period(s) established in the Contractor's Proposal (Exhibit A). When requested by Contractor, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term and Compliance with Task/Work Order System.

Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period of ten (10) months, commencing on August 19, 2016 and ending on June 30, 2017. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed two (2) additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

Contractor hereby agrees and acknowledges that any and all work or services performed pursuant to this Agreement shall be based upon the issuance of a Task/Work Order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of work or services as all work or services shall be authorized through a Task/Work Order issued by the City.

3. Compensation and Cost of Living Adjustment. Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's compensation exceed **Thirty Thousand Dollars (\$30,000)** per Fiscal Year, without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

The compensation paid to Contractor may be adjusted on each July 1 following the first anniversary of the commencement of the term of this Agreement, provided that The request for cost of living adjustment shall be presented to the City no later than June 1st of a particular year and, if approved by the City, will become effective on July 1st of that year. Any adjustment will be based on the Los Angeles-Riverside-Orange County Consumer Price Index (CPI) but in no event shall the price adjustment exceed five percent (5%).

4. Method of Payment. Contractor shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of such notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination,

provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

6. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City acknowledges that any use of such materials in a manner beyond the intended purpose as set forth herein shall be at the sole risk of the City. City further agrees to defend, indemnify and hold harmless Contractor, its officers, officials, agents, employees and volunteers from any claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the City's use of such materials in a manner beyond the intended purpose as set forth herein.

a. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

b. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs relating to project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7. Contractor's Books and Records.

a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for

services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

8. Independent Contractor. It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City.

9. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. Interests of Contractor. Contractor (including principals, associates and management employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

11. Ability of Contractor. City has relied upon the training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent contractors in Contractor's field of expertise.

12. Compliance with Laws. Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Licenses. Contractor represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

14. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

15. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Contractor: Hemet Fence Corp.
Attn: Ms. Cindy Martin
25959 Juniper Flats Road
Homeland, CA 92548

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Contractor. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

26. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

27. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

28. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

29. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the work or services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

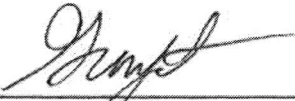
30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"

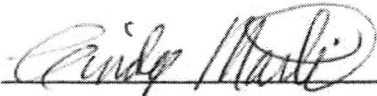
CITY OF LAKE ELSINORE,
a municipal corporation



Grant Yates, City Manager

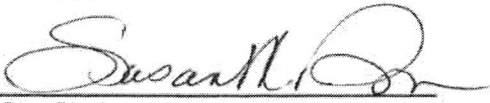
"CONTRACTOR"

HEMET FENCE CORP.,
a California corporation



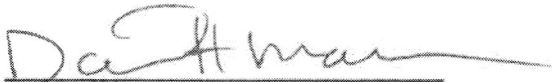
By: Cindy Martin
Its: PRESIDENT

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Attachments: Exhibit A – Contractor's Proposal

EXHIBIT A
CONTRACTOR'S PROPOSAL
[ATTACHED]

EXHIBIT A



Hemet Fence Corp.
25959 Juniper Flats Road Homeland, CA. 92548
Phone: (951) 926-8148 Fax: (951) 926-1398
License # 1000432 - Expires 1/31/2017

The City Of Lake Elsinore
130 South Main Street
Lake Elsinore, California 92530

To whom it may concern:

Hemet Fence Corp. provides the following labor and material rates for Time and/or Material work performed for the City for emergency, service, or incidental work:

The hourly rate for work performed by our crews will be at the rate of \$90.00 per hour which includes the costs for our truck, insurance, payroll, and applicable taxes. Please keep in mind that our crews generally include 2 men so the actual cost per hour is \$180.00 for most work, but will be billed by the man hour at the \$90.00/Hr. Rate.

For Saturday and overtime work please figure \$135.00 per man hour.

For Sunday and holiday work, please figure \$180.00 per man hour

The minimum cost per call is 8 man hours and the billing is calculated from our shop to the job site and back in ½ hour segments.

For materials applicable to any project for which a quote is not provided in advance, the cost will be Manufacturer's List Price + 25% Mark Up + Sales Tax.

In any event, a quote may be obtained for any work in advance of beginning any project.

Sincerely,

Wes Martin
Cell = 951-288-1068

WDM 8/4/16