

**AMENDMENT NO. 2
TO AGREEMENT FOR CONTRACTOR SERVICES (ON-CALL)
Hemet Fence Corp.**

Citywide Fencing Services

This Amendment No. 2 to Agreement for Contractor Services ("Amendment No. 2") is made and entered into as of July 1, 2018 by and between the City of Lake Elsinore, a municipal corporation ("City), and Hemet Fence 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. Amendment No. 1 increased compensation to \$68,000 and extended the term of the Original Agreement a further 12 months.

E. The parties now desire to extend the term an additional 12 months for a not to exceed amount of \$40,000 as set forth in this Amendment No 2.

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, of the Original Agreement is hereby amended to add the following:

Unless earlier terminated as provided elsewhere in the Original Agreement, this Amendment No. 2 shall continue in full force and effect for a period of twelve (12) months, commencing on July 1, 2018 and ending on June 30, 2019.

2. Section 3, Compensation, of the Original Agreement 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 Forty Thousand Dollars (\$40,000) for Fiscal Year 2018-2019 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.

4. 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. 2 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONTRACTOR"

HEMET FENCE CORP.,
a California corporation

Grant Yates, City Manager

By: Cindy Martin

Its: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A – Original Agreement

EXHIBIT B
ORIGINAL AGREEMENT
[ATTACHED]