

**SECOND AMENDMENT TO AGREEMENT BETWEEN
TEMECULA COMMUNITY SERVICES DISTRICT AND WILD WEST JUNK REMOVAL LLC
DANGEROUS AND UNHEALTHY ENCAMPMENT CLEANUP SERVICES**

THIS SECOND AMENDMENT is made and entered into as of **September 10, 2024** by and between the Temecula Community Services District, a community services district (hereinafter referred to as "City"), and Wild West Junk Removal LLC, a Corporation (hereinafter referred to as "Contractor"). 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 **April 1, 2024**, the City and Contractor entered into that certain Agreement entitled "**Agreement for Contractor Services Between Temecula Community Services District and Wild West Junk Removal LLC**," in the amount of **\$60,000.00**.

b. On **August 6, 2024**, the City and Contractor entered into the **First Amendment** to that certain Agreement entitled "**Agreement for Contractor Services Between Temecula Community Services District and Wild West Junk Removal LLC**," to add scope of work to account for cleanups done on Riverside County Flood Control property and to increase the payment in the amount of **\$40,000.00**, for a total agreement amount of **\$100,000.00**.

c. The parties now desire to increase the payment in the amount of **\$215,142.00**, for a total agreement amount of **\$315,142.00**.

2. Section **6** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Contractor 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 **SECOND** Amendment amount shall not exceed **Two Hundred Fifteen Thousand One Hundred Forty-Two Dollars and No Cents (\$215,142.00)**, for a total Agreement amount of **Three Hundred Fifteen Thousand One Hundred Forty-Two Dollars and No Cents (\$315,142.00)**

3. **Section 15** of the Agreement entitled "**NOTICES**" is hereby amended to read as follows:

"Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of

the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: General Manager
41000 Main Street
Temecula, CA 92590

To Contractor: Wild West Junk Removal LLC
Attn: Weston Philip Molitor
31815 Sandhill Ln.
Temecula, CA 92591

4. 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.

5. 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.

TEMECULA COMMUNITY SERVICES DISTRICT

WILD WEST JUNK REMOVAL

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

By: _____
Zak Schwank, TCSD President

By:  _____
Weston Philip Molitor, Owner

ATTEST:

By: _____
Randi Johl, Secretary

By: _____

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, General Counsel

CONTRACTOR

Wild West Junk Removal LLC

Weston Philip Molitor

31815 Sandhill Ln. Temecula, CA 92591

(951) 837- 8072

service@wildwestjunkremoval.com

**City Purchasing Mgr.
Initials and
Date:**

ATTACHMENT A

EXHIBIT B

Wild West Pricing Table

Loading Labor, Fuel Costs, & Landfill Disposal Fees are All Included.

\$300 minimum pick up

3 Cubic Yards	\$195
6 Cubic Yards or 1/2 Load	\$350
9 Cubic Yards or 3/4 Load	\$495
12 Cubic Yards or Full Load	\$595
Shopping Cart Removal	\$119 Per Cart

Foot Travel Labor <i>(when job site is more than ten yards from trailer.)</i>	\$150	per ten yards
Extra Labor <i>(when additional labor is required)</i>	\$50	per hour/per additional person
Equipment Rental <i>(reimbursement at 100% cost to rent)</i>	100%	rental cost
Equipment Rental Transport <i>(cost to transport from rental source to job site and back)</i>	100%	mileage
Equipment Rental Operator <i>(reimbursement at 100% of equipment operator hourly rate, when specialized operator is required for job)</i>	100%	hourly rate
Specialty Surcharge <i>(reimbursement at 100% cost to dispose of items that require additional disposal fees)</i>	\$35 \$30 \$75	per tire per appliances per solar panel
Hazardous Waste Disposal <i>(reimbursement at 100% cost to manage disposal of hazardous waste materials, when required)</i>	100%	disposal fee

*A cubic yard is a unit of measure used to express volume, equal to the amount of material that would fill a space that measures one yard (3 feet) in each direction. Specifically, a cubic yard measures 3 feet (or 36 inches) in length, width, and height and contains 27 cubic feet of material. It is commonly used for measuring quantities of soil, sand, gravel, concrete, and other building materials and for waste disposal. It can be visualized as a cube, measuring 3 feet long on each side.