

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND MOORE FENCE COMPANY, INC.**

FENCING MAINTENANCE SERVICES

THIS FIRST AMENDMENT is made and entered into as of **September 13, 2022** by and between the City of Temecula , a municipal corporation (hereinafter referred to as "City"), and **Moore Fence Company, Inc.**, 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 **July 8, 2020**, the City and Contractor entered into that certain Agreement entitled "Agreement for **Fencing Maintenance Services**," in the amount of **\$180,000**.
 - b. The parties now desire to extend the term of the agreement to **June 30, 2025**, and increase the payment in the amount of **\$320,000**, and to amend the Agreement as set forth in this Amendment.
2. Section **1** of the Agreement entitled "**TERM**" is hereby amended to read as follows:

This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than **June 30, 2025** unless sooner terminated pursuant to the provisions of this Agreement.
3. Section **3** 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 **FIRST** Amendment amount shall not exceed **Three Hundred Twenty Thousand Dollars (\$320,000)**, for additional **fencing maintenance services** for a total Agreement amount of **Five Hundred Thousand Dollars (\$500,000)**.
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

MOORE FENCE COMPANY, INC.

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

By: _____
Matt Rahn, Mayor

By: _____
Scott Moore, President

ATTEST:

By: _____
Randi Johl, City Clerk

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONTRACTOR

Moore Fence Company, Inc.

Contact Person: Scott Moore

280 E. First St.

Perris, CA 92570

Phone Number: (951) 718-9777

scott@moorefence.net

City Purchasing Mgr. Initials and Date: 