

**FIRST AMENDMENT TO NON-EXCLUSIVE SERVICES AGREEMENT BETWEEN
CITY OF TEMECULA AND VISIONARIES IMAGE COMPANY**

VIDEO PRODUCTION FOR CITY OF TEMECULA

THIS FIRST 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 **VISIONARIES IMAGE COMPANY, LLC, a Single Member Limited Liability 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 **October 24, 2018**, the City and Consultant entered into that certain Agreement entitled "Non-Exclusive Services Agreement for **Video Production for City of Temecula** in the amount of **\$29,900**.

b. The parties now desire to increase the payment in the amount of **\$9,900**, add fifteen percent (15%) contingency in the amount of \$5,970 for a total Agreement amount of \$45,770 and to 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 terms and the schedule of payment as 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 Nine Thousand Nine Hundred Dollars and No Cents (\$9,900.00) plus Fifteen Percent (15%) contingency of Five Thousand Nine Hundred Seventy Dollars and No Cents (\$5,970.00) for additional Video Production services for a total Agreement amount of Forty-Five Thousand Seven Hundred Seventy Dollars and No Cents (\$45,770.00).

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

VISIONARIES IMAGE COMPANY, LLC

(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:  _____

Trescher Catron, Owner

ATTEST:

By: _____

Randi Johl, City Clerk

APPROVED AS TO FORM:

By: _____

Peter M. Thorson, City Attorney

CONTRACTOR

Visionaries Image Company, LLC

Trescher Catron

4263 S. Glacier Trl

Ontario, CA 91762

Phone Number: (951)299-9399

visionariesimageco@gmail.com

PM Initials:

Date:

ATTACHMENT A

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Quotes shall be provided as requested by City staff for each service requested. Cost of services shall be as quoted but in no event, shall the total Agreement amount exceed \$45,770. The not to exceed payment amount listed herein is an estimated expenditure and this Agreement does not guarantee Consultant this amount in purchases. All other payment rates and schedules outlined in the Agreement remain unchanged.