

**AGREEMENT FOR MINOR CONSTRUCTION SERVICES BETWEEN
CITY OF TEMECULA AND MOORE FENCE COMPANY, INC.**

KAHWEA ROAD EMERGENCY ACCESS GATE INSTALLATION

THIS AGREEMENT is made and effective as of **May 28, 2019**, 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. TERM

This Agreement shall commence on **June 11, 2019**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2020**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SCOPE OF WORK

Contractor shall construct and install all of the work described in the Scope of Work, attached hereto and incorporated herein as Exhibit A. ("Work"), and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the Work. All of said Work to be performed and materials to be furnished for the Work shall be in strict accordance with the specifications set forth in the Scope of Work. The Work shall be completed on or before **June 30, 2020**. Contractor shall not commence the Work until such time as directed in writing by the City.

3. PAYMENT

a. The City agrees to pay Contractor 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 scope of work, payment rates and schedule of payment are null and void. This amount shall not exceed **Forty-Three Thousand, One Hundred and Five Dollars and One Cent (\$43,105.01)** for the total term of this agreement unless additional payment is approved as provided in this Agreement.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

c. Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of fifty dollars (\$50) in such form as approved by the Director of Finance.

4. PERFORMANCE

Contractor shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

5. CITY APPROVAL

All labor, materials, tools, equipment, and services shall be furnished and work performed and completed subject to the approval of City or its authorized representatives, and the quality of the workmanship shall be guaranteed for one year from date of acceptance.

6. WAIVER OF CLAIMS

On or before making final request for payment under Paragraph 3 above, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. The acceptance by Contractor of the final payment shall constitute a waiver of all claims against City under or arising out of this Agreement, except those previously made in writing and request for payment. Contractor shall be required to execute an affidavit, release and indemnify Agreement with each claim for payment.

7. PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

8. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor

Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

9. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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 said 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 "**PAYMENT**" herein.

10. DEFAULT OF CONTRACTOR

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

11. INDEMNIFICATION

The Contractor agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees, and volunteers (hereinafter "indemnified parties") from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the indemnified parties may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the indemnified parties.

12. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: One million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One million (\$1,000,000) per accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The indemnified parties are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the indemnified parties.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the indemnified parties. Any insurance or self-insured maintained by the indemnified parties shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the indemnified parties.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this agreement shall be endorsed to state: should the policy be canceled before the expiration date the issuing insurer will endeavor to mail thirty (30) days' prior written notice to the City.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Contractor shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

g. By executing this Agreement, Contractor hereby certifies:

I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workman's Compensation or undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

13. TIME OF THE ESSENCE

Time is of the essence in this Agreement.

14. INDEPENDENT CONTRACTOR

a. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

15. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

16. CONTRACTOR'S INDEPENDENT INVESTIGATION

No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Agreement, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by City for purposes of letting this Agreement out to proposal will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of this Agreement. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

17. BOOKS AND RECORDS

Contractor's books, records, and plans or such part thereof as may be engaged in the performance of this Agreement, shall at all reasonable times be subject to inspection and audit by any authorized representative of the City.

18. UTILITY LOCATION

City acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215.

19. REGIONAL NOTIFICATION CENTERS

Contractor agrees to contact the appropriate regional notification center in accordance with Government Code Section 4215.

20. INSPECTION

The Work shall be subject to inspection and testing by City and its authorized representatives during manufacture and construction and all other times and places, including without limitation, the plans of Contractor and any of its suppliers. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of inspectors. All inspections and tests shall be performed in such manner as to not unduly delay the Work. The Work shall be subject to final inspection and acceptance notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after completion of the Work. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all obligations under this Agreement.

21. DISCRIMINATION

Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

22. WRITTEN NOTICE

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: City Manager
41000 Main Street
Temecula, CA 92590

To Contractor: **Moore Fence Company, Inc.**
Attn: Scott Moore
280 E. First Street
Perris, CA 92570

23. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

24. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

25. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the

development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

26. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

27. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

28. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

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.

By: _____

Michael S. Naggar, 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.

Scott Moore, President

280 E. First Street

Perris, CA. 92570

(951) 718-9777

scott@moorefence.net

PM Initials: 
Date: <u>5/13/19</u>

EXHIBIT “A”

SCOPE OF WORK

The Scope of Work includes the installation of twenty five (25) feet in length by five (5) feet in height, ornamental iron fence including a seventeen (17) feet wide solar automated slide gate. Moore Fence Company, Inc., shall provide construction services, labor, materials, and equipment necessary to complete the scope of work as shown.

EXHIBIT "B"

PAYMENT RATES AND SCHEDULE

CA License #915105 AZ License #310656 NV License #081747 OR License #213476 UT Lic. #9112472-5501 Full Workers Comp. & Liability Insurance Insured & Bonded	MOORE FENCE COMPANY, INC.  Toll Free 1-888-718-9777 280 E. 1st Perris, CA 92570 Fax (951) 940-0429	Certifications & Credits: SBE Certified: 1743077 IBEW-LOCAL 47 Estimator: Jarold Smollen Cell: 951-772-2320 jarold@moorefence.net
PROPOSAL FOR: City of Temecula Address: 41000 Main St. Temecula, CA 92590 Jobsite: 42051 Main St. Temecula, CA 92590		
DATE: 4/11/19 Phone: (951) 302 - 4104 e-mail: john.maisey@temeculacn.gov		
WORK INCLUDED: Moore Fence Company, Inc. shall provide the construction services including the labor, materials, and equipment, necessary to complete the following scope of work for the above referenced project for the price indicated (see exclusions below). SCOPE OF WORK: Install 25' of 5' high ornamental iron fence to include (1) 17' wide solar automated slide gate <ul style="list-style-type: none"> - Demo existing fence and pull posts - Demo 34" x 12" x 12" of asphalt and remove spoils - Install 34" x 12" x 12" of V-Track pad w/ rebar - Install 11D V-Track galvanized 2"x 1/4" flat bar welded to 1-1/2x 1-1/2 angle iron to sustain weight of fire trucks - (3) 4" x 4" x .2500 wall sq posts set in a cement footing (2) Roller posts and (1) latch post - Install (2) 6" polystyrene rollers - (4) 2-1/2" x 2-1/2" x 11ga sq posts set in a cement footing - 2-1/2" x 2-1/2" x 11ga sq post set on a max of 8' on centers set in a cement footing - Posts will be core drilled into existing asphalt with an 8" min embedment and a 16" min embedment for gate posts - Install (4) 6" W X 8" H Ornamental Iron Fence Panels <ul style="list-style-type: none"> - 2" x 2" x 14ga sq rails - 1" x 1" x 16ga sq pickets 4" on centers - Install 17LF of Expanded metal on fence panels where gate travels backwards - All materials pre-galvanized with powder coat semi-gloss black - (3) 17'4" wide x 5' high single slide ornamental iron gate - Install expanded metal on gate to prevent shearing powder coated semi-gloss black - 2" x 2" x 14ga sq rails on sides and top - 2" x 4" x 14ga sq rail on bottom - 1" x 1" x 16ga sq pickets 4" on centers - All materials pre-galvanized with powder coat semi-gloss black - Standard 6" Lift Master Sealed bearing V groove power wheels - (1) Maximum controls Max 1500 Gate operator solar capable - (1) Custom tamper resistant custom lockable cage for protection of gate operator - (1) Tamper resistant Door King 3515 Key Pad - (2) Knox Box key switch - (3) Thru Beam photo eyes send and receive - (1) 15' x 4" post with custom solar tamper proof rack - (1) 300 Watt 24V solar panel - (2) North Star NSB AGM 31M 103AH Battery Systems - (1) Pole mounted Lockable Enclosure Sun Wire, NEMA3R, FZ, 20.8" H x 16"W x 14.4"D for batteries, solar charge controller, and main circuit breakers <p style="text-align: center;">Total Price: \$43,105.01</p>		
CLARIFICATIONS/NOTES: Customer to provide emergency service flash detector to be affixed to pole for strobe detection. Moore Fence will wire to gate operator and attach to pole. <ul style="list-style-type: none"> - Proposal is for (1) mobilization/demobilization to/from job site only. Any additional mobilizations/demobilizations will result in additional charges - Price reflects normal digging, proposal based on seen site and changes in price can occur due to rock or abnormal digging conditions - Moore Fence will need 72 hour notice to contact dig alert to have underground utilities marked. Owner is responsible to have underground utilities marked via if the owner gives Moore Fence 72 hour notice before the start of the project Moore Fence can contact Dig Alert for the customer. 		
TIME FRAME: Lead Time: 14 - 42 days; Substantial Completion of Field Work: 7-8 working day(s)		
REFERENCE: BSI per prevailing wage rates		
Submitted by Moore Fence Company, Inc. Estimator: Jarold Smollen Cell: 951-772-2320 E-mail: jarold@moorefence.net	SIGNATURE OF ACCEPTANCE (Please return one signed copy of this proposal) X _____ Signature: _____ Date: _____ Mailing Address: _____ Contact Phone #: _____	

Moore Fence Company, Inc. | 280 E. 1st Perris, CA 92570 | Ph: 1-888-718-9777 | Fax: (951) 940-0429

MINUTES OF ANNUAL MEETING OF SHAREHOLDERS

OF

MOORE FENCE COMPANY, INC.

The annual meeting of the Shareholders of **MOORE FENCE COMPANY, INC.**, (the "Corporation") was held on **APRIL 15, 2012** as set forth in the written waiver of notice signed by the Shareholders.

The meeting was called to order by **SCOTT A. MOORE**, the President of the Corporation. There were present at the meeting:

SCOTT A. MOORE

being all the Shareholders of the Corporation.

Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that the persons listed below be, and they hereby are, elected as Directors and Officers of the Corporation which they have previously agreed to accept and to serve until the next annual meeting of Shareholders, until their successors are duly elected and qualify:

President	SCOTT A. MOORE
Secretary	SCOTT A. MOORE
Treasurer	SCOTT A. MOORE

RESOLVED FURTHER,

That the Secretary of the Corporation is required to file or cause to be filed with the office of the Nevada Secretary of State the Annual List of Officers, stating and recording the officers of the Corporation, pursuant to Nevada Corporations Code, copy of said filing to be placed in the Corporations record book.

The Secretary further reported that the Agent for Service of Process for the Nevada Corporation is;

**Kingdom Consulting, Inc.
1432 Iron Hills Lane
Las Vegas, NV 89134**

RESOLVED,

That the President further reported pursuant to Title 7 of the Nevada Revised Statutes, the Corporation has complied and filed Nevada State Business License along with the fees paid to the Nevada Secretary of State, Copy of said filing is being placed in the Corporations Record Book.

RESOLVED, being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

A handwritten signature in dark ink, appearing to read "S. A. Moore", written over a horizontal line.

SCOTT A. MOORE, Secretary

Minutes Approved:

A handwritten signature in dark ink, appearing to read "S. A. Moore", written over a horizontal line.

SCOTT A. MOORE, Director