

**AMENDMENT NO. 1 TO
CONTRACTOR AGREEMENT
CITY WIDE ON-CALL WEED ABATEMENT SERVICES**

This is Amendment No. 1 ("Amendment No. 1") to that certain Contractor Agreement ("Agreement") made on **November 17, 2022** between the City of Menifee ("City") and **DEGUIRE WEED ABATEMENT** ("Contractor") for **CITY WIDE ON-CALL WEED ABATEMENT SERVICES** which this Amendment No. 1 is made and entered into on June 21, **2023** to extend the term of services and increase the compensation amount as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 1 shall have the meanings ascribed to them in the Agreement.
2. Section 1.1, "Term of Services" is amended to read as follows:

1.1 Term of Services. The term of this Agreement shall begin on **July 1, 2022** and shall end on **June 30, 2024** unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

3. SECTION 2, "Compensation" is amended to read as follows, increasing the contract amount by: **TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$27,500.00)**

SECTION 2. COMPENSATION.

City hereby agrees to pay Contractor a sum not to exceed **FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$52,500.00)** notwithstanding any contrary indications that may be contained in Contractor's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Contractor for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for the Services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

4. The initial paragraph of the original Exhibit A, "Scope of Services", to the Agreement is amended to read as follows:

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide City Wide As Needed Abatement Services in the amount not to exceed **FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$52,500.00)** as further detailed in the following page(s).

5. All other terms and conditions of the Agreement remain in full force and effect.
6. This Amendment No. 1 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

CITY OF MENIFEE

DEGUIRE WEED ABATEMENT



Armando G. Villa, City Manager



James DeGuire, Chief Executive Officer

Attest:



Matthew Swoboda, Chief Financial Officer



Stephanie Roseen, Acting City Clerk

Approved as to Form:



Jeffrey T. Melching, City Attorney