

SECOND AMENDMENT TO SERVICES AGREEMENT

DEANGELO CONTRACTING SERVICES, LLC

Homeless Encampment Clean-Up Services (RFP No. 2158)

THIS SECOND AMENDMENT TO SERVICES AGREEMENT (“Second Amendment”) is made and entered into this ____ day of _____, 2023, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and DEANGELO CONTRACTING SERVICES, LLC, a Delaware limited liability company authorized to do business in California (“Contractor”).

RECITALS

WHEREAS, on or about December 21, 2022, City and Contractor entered into a Service Agreement for Homeless Encampment Clean-Up Services for a one-year period (“Agreement”).

WHEREAS, on or about August 17, 2023, City and Contractor entered into the First Amendment to Service Agreement for Homeless Encampment Clean-Up Services (“First Amendment”) to extend the term to June 30, 2024 and to increase compensation.

WHEREAS, the City and Contractor desire to amend the Agreement to extend the term and to increase compensation amount to accurately reflect the terms of Homeless Encampment Clean-Up Services RFP No. 2158.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Contractor agree as follows:

1. Section 2, Term, is hereby amended to extend the term through December 21, 2024, with the option to extend for three (3) additional one-year terms not to exceed five years from the initial term based upon acceptable performance by the Contractor. Contract Price is to remain the same for entire term of this Agreement, inclusive of any extension of the term as authorized in this Section.

2. Section 3, Compensation, is deleted in its entirety and replaced with the following:

3. **Compensation.** City shall pay Contractor for the performance of the Services during the entire term of this Agreement, inclusive of any extension authorized in Section 2 above, a Contract Price not to exceed One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000.00), unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City’s satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit “B” and incorporated herein by this reference.

3. All other terms and conditions of the Agreement between the parties, which are not

inconsistent with the terms of this Second Amendment, shall remain in full force and effect as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have caused this Second Amendment to Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

DEANGELO CONTRACTING
SERVICES, LLC, a Delaware limited
liability company authorized to do business
in California

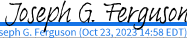
By: _____
City Manager

By:  _____
Jarrod DeAngelo (Oct 19, 2023 15:03 EDT)
Print Name: Jarrod DeAngelo
Title: President

Attest: _____
City Clerk


and

Certified as to Availability of Funds:

By:  _____
Joseph G. Ferguson (Oct 23, 2023 14:58 EDT)
Print Name: Joseph G. Ferguson
Title: General Counsel

By: _____
Chief Financial Officer

Approved as to Form:

By:  _____
Tarren A. Torres
Deputy City Attorney