

**THIRD AMENDMENT
TO AMENDED AND RESTATED ENCAMPMENT CLEAN-UP AND TRASH
REMOVAL SERVICES AGREEMENT**

DEANGELO BROTHERS LLC

THIS THIRD AMENDMENT TO AMENDED AND RESTATED ENCAMPMENT CLEAN-UP AND TRASH REMOVAL SERVICES AGREEMENT ("Third Amendment") is made and entered into this _____ day of _____, 2021, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and DEANGELO BROTHERS LLC, a Pennsylvania limited liability company authorized to do business in California and doing business as "DBI Services" ("Contractor"), with respect to the following:

RECITALS

WHEREAS, on June 19, 2019, City and Contractor entered into that certain Homeless Encampment Clean-up and Trash Removal Services Agreement, wherein the Contractor was to provide homeless encampment clean-up services for a pilot period of six weeks; and

WHEREAS, on August 30, 2019, City and Contractor entered into an Amended and Restated Encampment Clean-up and Trash Removal Services Agreement ("Agreement"), to extend the agreement beyond the pilot period and to increase the compensation accordingly; and

WHEREAS, on March 31, 2020, City and Contractor executed a First Amendment to the Agreement, extending the term to December 31, 2020, and increasing the compensation amount by an additional Three Hundred Thousand Dollars (\$300,000); and

WHEREAS, on December 16, 2020, City and Contractor executed a Second Amendment to the Agreement, extending the term to June 30, 2021, and increasing the compensation amount by an additional Four Hundred Thousand Dollars (\$400,000); and

WHEREAS, the City and Contractor now desire to amend the Agreement to extend the term to June 30, 2022, and to increase the compensation amount by an additional Seven Hundred Thousand Dollars (\$700,000).

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 to June 30, 2022.
2. Section 3, Compensation, is hereby amended to increase the compensation amount by an additional Seven Hundred Thousand Dollars (\$700,000), for a total contract price not to exceed One Million Seven Hundred Thousand Dollars (\$1,700,000).

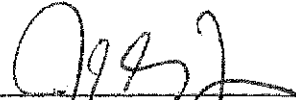
3. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this Third Amendment, shall remain in full force and effect as if fully set forth herein.

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

CITY OF RIVERSIDE, a charter city
and municipal corporation

DEANGELO BROTHERS LLC, a
Pennsylvania limited liability company
authorized to do business in California dba
"DBI Services"

By: _____
City Manager

By:  _____

Printed Name: Joseph G. Ferguson

ATTEST:

Title: Secretary

By: _____
City Clerk

By: _____

Printed Name: _____

Title: _____

Certified as to funds availability:

By: _____
Chief Financial Officer

APPROVED AS TO FORM:

By:  _____
Deputy City Attorney