

FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT

California Shopping Cart Retrieval Corporation, Inc.

Shopping Cart Retrieval Services

THIS FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("First Amendment") is made and entered into this 15th day of May, 2015 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, and CALIFORNIA SHOPPING CART RETRIEVAL CORPORATION, INC., a California corporation, ("Consultant").

RECITALS

WHEREAS, on October 31, 2013, City and Consultant entered into a Professional Services Agreement ("Agreement" in conjunction with Shopping Cart Retrieval Services ("Project")); and

WHEREAS, City and Consultant desire to extend the term of the Agreement and provide for additional compensation.

NOW THEREFORE, City and Consultant agree as follows:

1. Paragraph 2 of the Agreement entitled "Term" is amended in its entirety as follows:

2. **Term.** This Agreement shall be effective October 31, 2013, and shall remain in effect until June 30, 2016, unless otherwise terminated pursuant to the provisions herein. This agreement can be extended upon mutual consent of the parties for two (2) additional one (1) year terms.

2. Paragraph 3 of the Agreement entitled "Compensation/Payment" is amended in its entirety as follows.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Three Hundred Ninety Thousand Dollars (\$390,000.00) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

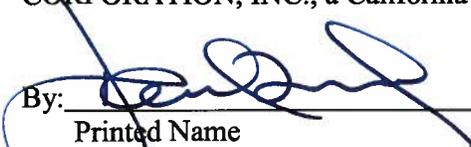
3. All terms and conditions of the Agreement not inconsistent herewith shall remain in full force and effect and are hereby incorporated by reference into this First Amendment s though set forth in full herein.

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

CALIFORNIA SHOPPING CART RETREIVAL CORPORATION, INC., a California corporation

By: _____
City Manager

By: 
Printed Name

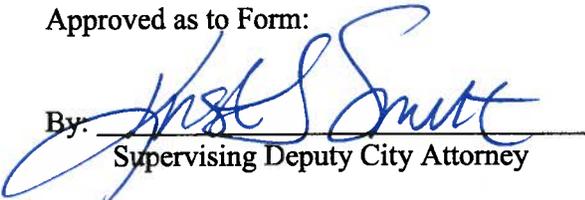
Pres. / CEO
Title

Attest: _____
City Clerk

By: 
Printed Name

Secretary
Title

Approved as to Form:

By: 
Supervising Deputy City Attorney