

FIRST AMENDMENT TO SERVICES AGREEMENT

GROOVELABS, LLC

2019 Festival of Lights Entertainment Stage

THIS FIRST AMENDMENT TO SERVICES AGREEMENT ("First Amendment") is made and entered into this ____ day of _____, 2019, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and GROOVELABS, LLC, a California limited liability company ("Contractor").

RECITALS

A. On or about November 5, 2018, City and Contractor entered into a Services Agreement for the Entertainment Stage for the 2018 Festival of Lights Event ("Agreement").

B. The Agreement expired on January 31, 2019, but upon mutual consent of the parties, may be extended for one (1) additional one (1) year period.

C. City is satisfied with the performance of Contractor.

D. City and Contractor desire to extend the Term of the Agreement by one year to include services for the 2019 Festival of Lights Event.

E. City and Contractor desire to also amend the Agreement to include the compensation for the 2019 Festival of Lights Event.

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

1. Paragraph 2 of the Agreement ("Term") is hereby amended to remain in effect until January 31, 2020, unless otherwise terminated pursuant to the terms of the Agreement.

2. Paragraph 3 of the Agreement ("Compensation") is hereby amended to include the following additional language:

"For the additional one year period that includes the 2019 Festival of Lights Event, City shall pay Contractor for performance of the Services, during that additional year, a Contract Price not to exceed Thirty Thousand Six Hundred Forty-Four Dollars (\$30,644.00), 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-1" and incorporated herein by this reference."

3. Exhibit "B-1" is hereby attached hereto and incorporated herein by this reference.

4. Prior to execution of this First Amendment, Contractor shall ensure that current Certificates of Insurance are on file with the City confirming adequate insurance coverage as required under the terms of the Agreement.

5. All terms and conditions of the original Agreement not inconsistent with this First Amendment to Services Agreement shall remain in full force and effect and are incorporated herein by this reference as though set forth in full.

IN WITNESS WHEREOF, City and Contractor have caused this First Amendment to Services Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

GROOVE LABS, LLC, a California
limited liability company

By: _____

owner Anthony Pelayo
[Name and Title]

By: _____

[Name and Title]

APPROVED AS TO FORM

By: _____
Deputy City Attorney

EXHIBIT "B-1"

COMPENSATION

2019 Festival of Lights Event (Extended Term)

Contractor shall be paid a sum not to exceed Thirty Thousand Six Hundred Forty-Four Dollars (\$30,644.00) for the services listed in Exhibit "A" of this Agreement. Compensation will be paid in three installments, as follows, upon receipt of invoice:

December 6, 2019

December 20, 2019

January 3, 2020