

**FIRST AMENDMENT
TO SERVICES AGREEMENT**

REPUBLIC PARKING SYSTEM, LLC

THIS FIRST AMENDMENT TO SERVICES AGREEMENT ("First 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 REPUBLIC PARKING SYSTEM, LLC a Tennessee limited liability company authorized to do business in California ("Contractor"), with respect to the following:

RECITALS

WHEREAS, on or about May 23, 2018, City and Contractor entered into that certain Services Agreement ("Services"), for performance of work and requirements for Parking Management Services; and

WHEREAS, the City and Contractor desire to extend the Agreement for an additional six months, until December 31, 2021. With compensation for this additional time period not to exceed Seven Hundred Thirty Nine Thousand Six Hundred Seventy One Dollars (\$739,671).

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

1. Section 1, Scope of Services, Exhibit "A" is amended to include the following language:

In addition to all other provisions in section 4. Facility and Equipment Maintenance, Contractor agrees to the following:

- F. Contractor shall provide its own computers or laptops and ancillary equipment necessary to carry out Contractor's duties under this Agreement. Contractor shall maintain such equipment in good working order and shall make all necessary repairs, replacements, renewals, and restorations, including but not limited to anti-virus software, security patches and other related maintenance necessary to ensure the security of the equipment and any data collected in the course of this Agreement.
- G. City will have the right to review Contractor's information security program prior to the use of any new computer, laptop or related equipment and from time to time during the Term of this Agreement. No more than quarterly, City will be entitled to perform, or to have performed, an audit of Contractor's information security program and facilities.
- H. Notification of Security Breach. Contractor will within 24 hours after or as soon as reasonably practicable, notify City following discovery of any

suspected breach or compromise of the security, confidentiality, or integrity of any City Data or User Data collected in the course of Contractor's duties under this Agreement. Written notification will include a brief summary of the available facts, the status of Contractor's investigation, and if known and applicable, the potential number of persons affected by release of data relating to such person ("Affected Persons"). If applicable, upon written request from City, Contractor agrees to notify the Affected Persons regarding any security breach in a commercially reasonable form approved in writing by City, at Contractor's expense. These notices will be delivered within a reasonable time at City's direction. Contractor agrees that it will not communicate with any third party, including, but not limited to the media, consumers, and Affected Persons regarding any security breach without the express written consent and direction of City except as required by applicable law.

2. Section 2, Term of the Agreement is amended to extend the term by six months, to expire on December 31, 2021.
3. Compensation for the extended term shall be Seven Hundred Thirty Nine Thousand Six Hundred Seventy One Dollars (\$739,671).
4. This First Amendment is effective as of July 1, 2021.
5. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this First 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 First Amendment to Services Agreement for performance of work and requirements for Parking Management Services to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a charter city
and municipal corporation,

REPUBLIC PARKING SYSTEM, LLC a
Tennessee limited liability company authorized
to do business in California

By: _____
City Manager

By:  _____

Printed Name: Leonard Canler

Title: President, Real Estate Services

ATTEST:

By: _____
City Clerk

By: _____


Printed Name: _____

Title: _____

Certified as to funds availability:

By:  _____
Chief Financial Officer

APPROVED AS TO FORM:

By:  for Ruthann Salera
Ruthann M. Salera
Deputy City Attorney