

FIRST AMENDMENT TO SERVICES AGREEMENT

LANDSCAPE MAINTENANCE OF AMERICA dba CALIFORNIA HIGHWAY ADOPTION COMPANY

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

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (“First 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 LANDSCAPE MAINTENANCE OF AMERICA, an Arizona corporation authorized to do business in California as HIGHWAY ADOPTION COMPANY (“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, 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. The Agreement is hereby amended by adding the following new Section 25:

“25. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the

California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.”

4. 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 to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

LANDSCAPE MAINTENANCE OF
AMERICA, an Arizona corporation
authorized to do business in California as
HIGHWAY ADOPTION COMPANY

By: _____
City Manager

By: Mark Decker
Mark Decker (Oct 20, 2023 11:07 PDT)
Print Name: Mark Decker
Title: Vice President

Attest: _____
City Clerk

and

Certified as to Availability of Funds:

By: Anthony B. Decker III
Anthony B. Decker III (Oct 20, 2023 11:08 PDT)
Print Name: Anthony B. Decker III
Title: President

By: _____
Chief Financial Officer

Approved as to Form:

By: Tarren A. Torres
Tarren A. Torres
Deputy City Attorney