

**FIRST AMENDMENT TO THE
SERVICES CONTRACT AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
WILLOWBROOK LANDSCAPE, INC.**

1. PARTIES AND DATE.

This First Amendment to the Services Contract Agreement ("First Amendment") is made and entered into this *July 23, 2019* by and between the City of Rialto ("City") and *Willowbrook Landscape, Inc. a California Corporation* ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Services Contract Agreement dated *November 1, 2018* ("Agreement"), whereby Contractor agreed to provide *Landscaping* services to the City.

2.2 Amendment. City and Contractor desire to amend the Services Contract Agreement for the first time to exercise the first annual extension.

3. TERMS.

3.1 Term. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Term. The term of this Agreement shall begin on July 1, 2019 and terminate on June 30, 2020, unless terminated earlier pursuant to the terms of this Agreement. At the sole discretion of the City, upon written notice(s) to the Contractor, the term of this Agreement may be extended for three (3) additional one year (1) terms. Said notice shall be delivered prior to June 30 of each year for each one (1) year extension, If granted. In no event shall the term of this Agreement extend beyond June 30, 2024. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines."

3.2 Compensation. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered during any additional term(s) under this Agreement. The total compensation shall not exceed

\$371,548.00 (*Three Hundred Seventy One Thousand, Five Hundred Forty Eight Dollars and No Cents*) during fiscal year, without written approval of the City Council. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.3 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.5 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.6 Conflict of Interest. Pursuant to Rialto Municipal Code section 2.48.145, Contractor represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Contractor attests under penalty of perjury, personally and on behalf of Contractor, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

3.7 Corporate Authority. The persons executing this First Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this First Amendment on behalf of said party, (iii) by so executing this First Amendment, such party is formally bound to the provisions of this First Amendment and (iv) the entering into this First Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF RIALTO

WILLOWBROOK LANDSCAPE, INC.

By: _____
Deborah Robertson
Mayor

By: _____
Signature

Nick Alvarado, President

Attest:

By: _____
Barbara McGee
City Clerk

By: _____
Signature

Printed Name/Title

Approved as to Form:

Two signatures are required if a corporation.

By: _____
Fred Galante
City Attorney