

**AMENDMENT NO. 1 TO NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
ADOPT A HIGHWAY LITTER REMOVAL SERVICE OF AMERICA, INC.
FOR
LITTER REMOVAL SERVICES ON ADOPTED SECTION OF INTERSTATE 880**

This **Amendment No. 1** ("Amendment") is made by and between the City of San Leandro ("City") and Adopt a Highway Litter Removal Service of America, Inc. ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 2019, and amends that certain Non-Professional Services Agreement ("Agreement") dated July 1, 2017, between the Parties.

WHEREAS, City and Contractor have executed the Agreement, pursuant to which Contractor has provided certain services to City with regard to litter removal services on adopted section of Interstate 880; and

WHEREAS, the Parties desire to amend the Agreement to extend the term for one year and increase the service price by 3.87% (CPI).

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 1.1 of the Agreement entitled "Term of Services" is hereby amended to extend the term from July 1, 2017 to June 30, 2020; and

2. Section 2 of the Agreement entitled "Compensation" is hereby amended to pay Contractor a sum not to exceed \$2,596 per month for a total of \$31,152 for fiscal year 2019-2020; and

3. Section 4 of the Agreement entitled "Insurance Requirements" is hereby amended to read:

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than **\$2,000,000** and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.4 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be

electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

4.5 Remedies. (Renumbered – as originally stated).

4. All other terms shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

LITTER REMOVAL SERVICE OF AMERICA, INC.

Jeff Kay, City Manager

Monica Seymour, Director of Operations

Attest:

Leticia I. Miguel, City Clerk

Approved as to Fiscal Authority:

David Baum, Finance Director

594-41-205-5190
Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

(2018)