

**FIFTH AMENDMENT TO
AGREEMENT FOR WEED ABATEMENT MAINTENANCE SERVICES FOR
VARIOUS PUBLIC UTILITIES PROPERTIES**

THIS FIFTH AMENDMENT TO AGREEMENT FOR WEED ABATEMENT MAINTENANCE SERVICES FOR VARIOUS PUBLIC UTILITIES PROPERTIES ("Fifth Amendment") is made and entered into this ____ day of _____, 2021 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, and MERRIE (MARY) SCOTT, doing business as SCOTT TRACTOR SERVICE ("Contractor").

RECITALS

WHEREAS, the City and Contractor entered into that certain Agreement for Weed Abatement Maintenance Services for Various Public Utilities Properties ("Agreement") dated July 14, 2015; and

WHEREAS, the City and Contractor entered into that certain First Amendment to Agreement for Weed Abatement Maintenance Services ("First Amendment") dated March 30, 2017; and

WHEREAS, the City and Contractor entered into that certain Second Amendment to Agreement for Weed Abatement Maintenance Services ("Second Amendment") dated February 14, 2018; and

WHEREAS, the City and Contractor entered into that certain Third Amendment to Agreement for Weed Abatement Maintenance Services ("Third Amendment") dated March 13, 2019; and

WHEREAS, the City and Contractor entered into that certain Fourth Amendment to Agreement for Weed Abatement Maintenance Services ("Fourth Amendment") dated May 12, 2020; and

WHEREAS, the City and Contractor desire to amend the Agreement to extend the term from July 1, 2021, to June 30, 2022, in the amount not exceeding One Hundred Nineteen Thousand Seven Hundred Seventy Dollars (\$119,770) per year, for services rendered during the extended term.

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

1. The term of the Agreement is extended from July 1, 2021, to June 30, 2022.
2. Compensation during the extended one-year term of the Agreement shall not exceed One Hundred Nineteen Thousand Seven Hundred Seventy Dollars (\$119,770), paid in accordance with Exhibit A.

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

CITY OF RIVERSIDE, a California
charter city and municipal corporation

MERRIE (MARY) SCOTT,
doing business as SCOTT TRACTOR
SERVICE

By: _____
City Manager

By: 
Merrie (Mary) Scott, Owner

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: 
Finance Director

Approved as to Form:

By: Susan D. Wilson
Assistant City Attorney