

**FIRST AMENDMENT  
TO AGREEMENT FOR MUNICIPAL TREE MAINTENANCE SERVICES IN CITY  
PARK SITES FOR CITY OF RIVERSIDE**

**WEST COAST ARBORISTS, INC.**

**RFP 1775**

This FIRST AMENDMENT TO AGREEMENT FOR MUNICIPAL TREE MAINTENANCE SERVICES IN CITY PARK SITES FOR CITY OF RIVERSIDE ("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 WEST COAST ARBORISTS, INC., a California corporation located at 2200 East Via Burton Street, Anaheim, CA 92806, State Contractor's License No. 366764 ("Contractor"), as follows:

**RECITALS**

WHEREAS, on January 1, 2019, City and Contractor entered into that certain Agreement for Municipal Tree Maintenance Services in City Park Sites for City of Riverside ("Agreement"); and

WHEREAS, the Agreement term was from January 1, 2019 through June 30, 2021 and the Agreement gave the City options to extend the Agreement term for three (3) additional one (1) year terms or one (1) additional three (3) year term based upon acceptable performance by the Contractor, acceptable fees and subject to the same terms and conditions of the Agreement; and

WHEREAS, City and Contractor desire by this First Amendment to have City exercise the option to extend the Agreement term for one (1) additional one (1) year term, beginning July 1, 2021, and ending June 30, 2022 ("First Extended Term"); and

WHEREAS, City and Contractor desire by this First Amendment to establish the compensation to be paid by City to Contractor during the First Extended Term to be the amount not to exceed One Hundred Eighty Thousand Dollars (\$180,000.00) per year.

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

1. Pursuant to Section 2, Term, of the Agreement, City hereby exercises its option, and Contractor agrees, to extend the Agreement term for the additional one (1) year period beginning July 1, 2021, and ending June 30, 2022 ("First Extended Term").

2. During the First Extended Term, City shall pay Contractor for the performance of the Services the amount not to exceed One Hundred Eighty Thousand Dollars (\$180,000.00).

All terms and conditions of the Agreement not inconsistent with this First Amendment shall remain in full force and effect and are incorporated herein by this reference as though set forth in full.

**[SIGNATURES ON FOLLOWING PAGE]**

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

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

Certified as to Availability of Funds:

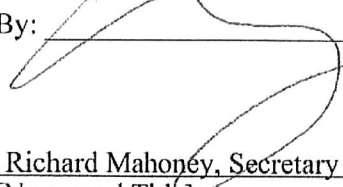
By: \_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM

By: \_\_\_\_\_  
Deputy City Attorney

WEST COAST ARBORISTS, INC.,  
a California corporation

By: \_\_\_\_\_  
Patrick Mahoney, President  
[Name and Title]

By: \_\_\_\_\_  
Richard Mahoney, Secretary  
[Name and Title]