

**FIRST AMENDMENT TO  
CROP MAINTENANCE AGREEMENT**

(Gless Ranch, Inc.)

THIS FIRST AMENDMENT TO CROP MAINTENANCE AGREEMENT ("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 GLESS RANCH, INC., a California corporation ("Gless").

**RECITALS**

A. On May 18, 2016, Parties entered into a Crop Maintenance Agreement ("Agreement"), pursuant to which Gless is to grow and maintain certain City-owned citrus groves ("Groves") located on Victoria Avenue, between La Sierra Avenue and Myrtle Avenue, in the City of Riverside, for a total sum not to exceed Forty-Nine Thousand Nine Hundred Ninety-Two Dollars (\$49,992), per year.

B. The Agreement will expire on June 30, 2021, but may be extended by mutual consent of the parties for two (2) additional two (2) year periods, not to exceed a total of four (4) additional years. Such extensions/amendments must be made in writing and approved by the parties.

C. Parties now desire to extend the Agreement for one (1) two (2) year period and to increase the annual compensation.

NOW THEREFORE, City and Gless mutually agree as follows:

1. Section 1, Gless' Obligations, is hereby amended to also include the following:

**"1.3 Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm), and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>."

2. Section 3.1, Term, is hereby amended as follows:

**"3.1 Term.** The Term of this Agreement shall commence on July 1, 2016 and shall terminate at midnight June 30, 2023 ('Termination Date') unless extended as

provided herein.”

3. Section 3.2, Renewal, is hereby amended as follows:

“**3.2 Renewal.** The term may be extended by mutual consent of the parties for one (1) additional two (2) year period, not to exceed a total of four (4) additional years. All such extensions/amendments shall be made in writing and approved by the parties.”

4. Section 4.1, Compensation, is hereby amended as follows:

“**4.1 Compensation.** Gless shall perform the services under this Agreement for a total sum not to exceed Forty-Nine Thousand Nine Hundred Ninety-Two Dollars (\$49,992), per year, for the initial term of May 16, 2016, to June 30, 2021, as set forth in Exhibit ‘A,’ attached hereto and incorporated herein. For the first extended term of July 1, 2021, to June 20, 2023, Gless shall perform the services under this Agreement for a total sum not to exceed Seventy-Five Thousand Dollars (\$75,000), per year, as set forth in Exhibit ‘A-1,’ attached hereto and incorporated herein. Said payments shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 16 hereof. Gless and City agree to re-evaluate the monthly management fee and services ninety (90) days prior to the annual renewal date.”

5. Exhibit “A-1” is attached hereto and incorporated herein.

6. Section 6.3 and Section 18, Non-Discrimination, are hereby amended to also include “military or veteran status.”

7. All other 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 if set forth in full.

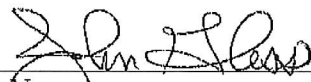
(Signatures on following page.)

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

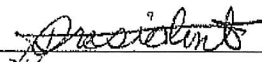
CITY OF RIVERSIDE, a California  
charter city and municipal corporation

GLESS RANCH, INC., a California  
corporation

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

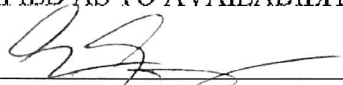
By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By:   
Chief Financial Officer

APPROVED AS TO FORM:

By:   
Deputy City Attorney

## **EXHIBIT A – 1**

### **Victoria Avenue Citrus Grove Management**

#### **Scope of Service and Compensation**

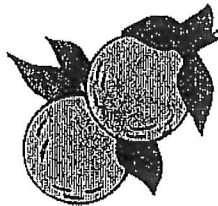
The following terms and conditions shall apply to the first extended term (July 1, 2021, to June 20, 2023).

Monthly Service Cost Includes:

- Monthly Management Fee
- Weed Control and Pre-Emergent Labor and Material (Zero Tolerance for Weeds)
- Trash, Debris, Fallen Limbs, and Waste Removal within the Groves (Twice Weekly or as Needed)
- Rodent Control Including Labor and Material (Zero Tolerance for Rodents)
- Large Equipment (Tractors, Sprayers, Brush Cutters, Tree Toppers, etc.)
- Small Equipment (Hand Tools, Chain Saws, Pole Pruners, etc.)
- Foreman
- All Physical Labor Required to Complete the Work Outlined Herein
- All Irrigation Labor Required to Complete the Work Outlined Herein
- Entomology Reports Upon Request by the City
- Pest and Disease Control (Including all Pests and Diseases)
- Fertilization
- Annual Growth Harvesting (Management and Scheduling)

Services shall be billed at the attached rates.

# GLESS RANCH INC.



January 1, 2021

TH- Topper 17103	375.00 per hour
TH- 1400 Topper	260.00 per hour
TH- 1400 Hodger	260.00 per hour
Tractor -- Hand Sprayer	90.00 per hour
Scraper	90.00 per hour
Weed Sprayer	90.00 per hour
Power Shredder	225.00 per hour
Grinder	325.00 per hour
Furrower	90.00 per hour
Disc	90.00 per hour
Backhoe	120.00 per hour
Dump Truck	90.00 per hour
Water Truck	90.00 per hour
Forklift	80.00 per hour
Loader	220.00 per hour
Spray Trees -- Speedsprayer	\$50 per tank @ 3 tanks per acre
	\$55 per tank @ 2 tanks per acre
	\$60 per tank @ 1 tank per acre
Spray Trees -- Concentrate	
Red Mite	43.00 per acre
Scale	43.00 per acre
Thrip	43.00 per acre
Brown Rot	43.00 per acre
Hand Spray	125.00 per tank
Chain Saw	12.00 per hour
Herbi Sprayer	4.50 per hour
Pickup	13.00 per hour
Labor	24.00 per hour
Labor -- Irrigators	27.00 per hour
Labor -- Mechanic	41.00 per hour
Labor -- Foreman	41.00 per hour
Move Equipment	70.00
Management	\$1,000.00 per month

## Farmer's Market

(951) 653-5991

19985 VAN BUREN BLVD.  
RIVERSIDE, CALIFORNIA 92508

## Orchard Care

(951) 780-8458

18541 VAN BUREN BLVD.  
RIVERSIDE, CALIFORNIA 92508

## Nursery

(760) 397-4104

68461 HARRISON ST.  
THERMAL, CALIFORNIA 92274