

FIFTH AMENDMENT TO
AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

Landscape Maintenance Services – East and West Neighborhood Parks – RFP 1863

INLAND EMPIRE LANDSCAPE, INC.

THIS FIFTH AMENDMENT TO AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES (“Fifth Amendment”), is made and entered into this ____ day of _____, 2024 (“Effective Date”) between CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”) and INLAND EMPIRE LANDSCAPE, INC., a California corporation (“Contractor”), on the terms and conditions set forth below.

RECITALS

WHEREAS, the City and Contractor entered into certain Agreement for Landscape Maintenance Services for Landscape Maintenance Services – East and West Neighborhood Parks – RFP 1863, dated April 3, 2019 (“Agreement”); and

WHEREAS, City and Contractor entered into a certain First Amendment to Agreement for Landscape Maintenance Services (“First Amendment”), dated January 8, 2020, wherein City and Contractor agreed to extend the Agreement for one (1) additional two-year term to December 31, 2021; and

WHEREAS, City and Contractor entered into a certain Second Amendment to Agreement for Landscape Maintenance Services (“Second Amendment”), dated December 14, 2021, wherein City and Contractor agreed to extend the Agreement for one (1) additional two-year term to December 31, 2023; and

WHEREAS, City and Contractor entered into a certain Third Amendment to Agreement for Landscape Maintenance Services (“Third Amendment”), dated January 1, 2023, wherein City and Contractor agreed to amend the Compensation Schedule for Extended Services; and

WHEREAS, City and Contractor entered into a certain Fourth Amendment to Agreement for Landscape Maintenance Services (“Fourth Amendment”), dated January 1, 2024, wherein City and Contractor agreed to extend the Agreement for one (1) additional one-year term to December 31, 2024, and increase Compensation; and

WHEREAS, City has been satisfied with Contractor’s performance under the Agreement and desires to have Contractor continue providing services referenced in that Agreement for the same or better price, terms, and conditions.

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

1. Section 2, Term, of the Agreement is hereby extended and shall be effective beginning January 1, 2024, and shall remain in effect until December 31, 2024, unless earlier terminated as provided in the Agreement.

2. Section 3, Compensation, of the Agreement is hereby amended to increase the Contract Price for the extended term of the Agreement in the amount of One Hundred Sixty-Three Thousand Seven Hundred Thirty-Seven Dollars (\$163,737.00), for total compensation in the amount of Nine Hundred Eighty-Two Thousand Four Hundred Twenty-Six Dollars and Six Cents (\$982,426.06).

3. All other terms and conditions of the Agreement between the parties which are not inconsistent with the terms of this Fifth Amendment shall remain in full force and effect as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

INLAND EMPIRE LANDSCAPE, INC.,
a California corporation

By: _____
City Manager

By: _____
Print Name: JOEL IBARRA
Title: PRESIDENT
(Signature of Board Chair, President, or
Vice President)

ATTESTED TO:

By: _____
City Clerk

and

By: _____
Print Name: JOEL IBARRA
Title: SECRETARY
(Signature of Secretary, Assistant
Secretary, CFO, Treasurer, or Assistant
Treasurer)

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By: [Signature]
for Chief Financial Officer

APPROVED AS TO FORM:

By: [Signature]
Deputy City Attorney