

FIFTH AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

OCCU-MED, LTD.

Pre-Employment Services

THIS FIFTH AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Fifth Amendment”) is made and entered into this _____ day of _____, 2024, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and OCCU-MED, LTD., a Delaware corporation authorized to do business in the State of California (“Consultant”), with respect to the following:

RECITALS

WHEREAS, the City and Consultant entered into that certain Professional Consultant Services Agreement dated June 25, 2019 (“Agreement”) for Pre-Employment Services (“Project”); and

WHEREAS, the City and Consultant entered into that certain First Amendment to Professional Consultant Services Agreement dated May 10, 2021 (“First Amendment”); and

WHEREAS, the City and Consultant entered into that certain Second Amendment to Professional Consultant Services Agreement dated August 8, 2022 (“Second Amendment”), and

WHEREAS, the City and Consultant entered into that certain Third Amendment to Professional Consultant Services Agreement dated October 5, 2023 (“Third Amendment”); and

WHEREAS, the City and Consultant entered into that certain Fourth Amendment to Professional Consultant Services Agreement dated _____, 2024 (“Fourth Amendment”); and

WHEREAS, the City has been satisfied with Consultant’s performance under the Agreement and desires to have Consultant continue providing the services referenced in that Agreement; and

WHEREAS, the Agreement is currently set to expire on June 30, 2024; and

WHEREAS, the City and Consultant desire to extend the term of the Agreement from July 1, 2024, through June 30, 2025, and amend the Agreement to increase Compensation in the amount of Fifty Thousand Dollars (\$50,000.00), for the extended term of the Agreement, in the aggregate amount of Four Hundred Thousand Dollars (\$400,000.00).

NOW, THEREFORE, incorporating the recitals, which are incorporated herein by this reference, City and Consultant agree as follows:

1. Section 2, Term, is hereby amended to extend the term of the Agreement from July 1, 2024, through June 30, 2025.

2. Section 3, Compensation/Payment, is hereby amended to add additional Compensation in the amount of Fifty Thousand Dollars (\$50,000.00), for the extended term of the Agreement, in the aggregate amount of Four Hundred Thousand Dollars (\$400,000.00).

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 Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

OCCU-MED, LTD., a Delaware
corporation authorized to do business in
the State of California

By: _____
City Manager

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

Attest: _____
City Clerk

and

Certified as to Availability of Funds:

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

By: _____
Chief Financial Officer

APPROVED AS TO FORM:

By: _____
Senior Deputy City Attorney