

**SECOND AMENDMENT TO
CROP MAINTENANCE AGREEMENT**

GLESS RANCH, INC.

THIS SECOND AMENDMENT TO CROP MAINTENANCE AGREEMENT (“Second Amendment”) is made and entered into this _____ day of _____ 2022, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and GLESS RANCH, INC., a California corporation (“Gless”).

RECITALS

WHEREAS, on May 18, 2016, the City and Gless 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 (\$49,992.00) per year; and

WHEREAS, on July 27, 2021, the City and Gless entered into a First Amendment to Crop Maintenance Agreement to extend the Agreement and to increase the annual compensation; and

WHEREAS, the City has been satisfied with Gless’s performance under this Agreement; and

WHEREAS, the City and Gless wish to amend the Agreement to not harvest the section of orange trees on the north side of Victoria Avenue, between Mary Street and Washington Street orange trees. This section of orange trees will be harvested by Feeding America for their Gleaning Program. Gless will continue to provide maintenance and care to this section of orange trees.

NOW THEREFORE, City and Gless mutually agree as follows:

1. The parties hereby agree to amend the Agreement to not harvest the section of orange trees on the north side of Victoria Avenue between Mary Steet and Washington Street (“Orange Trees”). This section of Orange Trees will be harvested by Feeding America for their Gleaning Program. Gless will continue to provide maintenance and care to this section of Orange Trees.
2. All other terms and conditions of the Agreement not inconsistent with this Second 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 Second 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: _____
Interim City Manager

By: John Gless
Print Name: John Gless
Title: pres.
(Signature of Board Chair, President, or
Vice President)

ATTESTED TO:

By: _____
City Clerk

and
By: Mickey
Print Name: Mickey Gutierrez
Title: Assistant
(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