

CITY OF SIGNAL HILL
SECOND AMENDMENT TO
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Second Amendment to the Maintenance Services Agreement (“Second Amendment”) is entered into on the 24th day of September, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 (“City”) and **Mariposa Landscapes, Inc.**, a California Corporation, with its principal place of business at 6232 Santos Diaz St., Irwindale, California 91702 (“Contractor”). City and Contractor are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Maintenance Services dated September 13, 2022, and expiring on October 1, 2023 (“Agreement”).

2.2 First Amendment. The Parties amended the Agreement on August 22, 2023, in order to expand the scope of services, increase the total compensation under the Agreement and to extend the term, thereby exercising the first of three optional one-year term extensions available under the Agreement (“First Amendment”).

2.3 Second Amendment. The Parties now desire to amend the Agreement in order to extend the term for a period of 90 days to expire on December 30, 2024, and increase the total amount of compensation under the Agreement.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

“The term of this Agreement shall be from October 1, 2022. to December 30, 2024 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than two additional one-year terms. In addition, and at City’s sole discretion, the term may be extended administratively by up to 90 calendar days with the approval of the City’s Director of Public Works. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.”

3.2 Payment of Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

“Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Six Hundred Sixty-Five Thousand Two Hundred Thirty-Six Dollars and Forty Three Cents (\$665,236.43)** over the term of the Agreement without written approval of the City

Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF SIGNAL HILL

MARIPOSA LANDSCAPES, INC.

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary
OR Treasurer REQUIRED]

ATTEST:

By: _____
Daritza Gonzalez
City Clerk

By: _____
[INSERT NAME AND TITLE]

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney