

AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND EXCEL LANDSCAPE, INC.

1. Parties and Date.

This Amendment No. 1 (“Amendment”) to the **MAINTENANCE SERVICES AGREEMENT** is made and entered into as of this **28th day of AUGUST, 2025** by and between the City of Palm Desert, a municipal corporation organized and operating under the laws of the State of California (“City”), and **Excel Landscape, Inc.**, a **A CORPORATION** with its principal place of business at **1185 Magnolia Avenue, Suite E400, Corona, CA 92879**, (“Vendor”). City and Vendor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

The Parties entered into an agreement titled **MAINTENANCE SERVICES AGREEMENT** Dated **December 1, 2024** (“Agreement”).

Amendment Authority. This Amendment is authorized pursuant to Section **3.5.9** of the Agreement.

3. Terms.

Amendment. The Agreement is hereby amended as follows:

Section **3.3.1**
Compensation.

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 maximum compensation for Services to be provided pursuant to each approved Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed **Seven Hundred Fifty Thousand Dollars (\$750,000) per fiscal year** without written approval of the City Council or City Manager, as applicable.

Continuing Effect of Agreement. Except as amended by this Amendment, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

Severability. If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT BY AND BETWEEN THE CITY OF PALM DESERT AND EXCEL LANDSCAPE, INC.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF PALM DESERT

EXCEL LANDSCAPE, INC., A CORPORATION

By: _____
Chris Escobedo
Interim City Manager

By: _____
Jose Alfaro
President

Attest:

By: _____
Josie C. Alfaro
Secretary Treasurer

By: _____
Anthony J. Mejia
City Clerk

Approved as to form:

By: _____
Isra Shah
City Attorney

Clerk QC: _____

Contracts QC: _____

Insurance:

Initial Review

Final Approval

Bonds