

**AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND MARIPOSA LANDSCAPES, 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 **Mariposa Landscapes, Inc., a A CORPORATION** with its principal place of business at **6232 Santos Diaz Street, Irwindale, CA 91702**, (“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 MARIPOSA LANDSCAPES, 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**

**MARIPOSA LANDSCAPES, INC., A CORPORATION**

By: \_\_\_\_\_  
Chris Escobedo  
Interim City Manager

By: \_\_\_\_\_  
**Terry Noriega**  
**President**

Attest:

By: \_\_\_\_\_  
Anthony J. Mejia  
City Clerk

By: \_\_\_\_\_  
**Antonio Valenzuela**  
**Secretary**

Approved as to form:

By: \_\_\_\_\_  
Isra Shah  
City Attorney

Clerk QC: \_\_\_\_\_

Contracts QC: \_\_\_\_\_

Insurance:

\_\_\_\_\_  
Initial Review

\_\_\_\_\_  
Final Approval

\_\_\_\_\_  
Bonds