

**AMENDMENT NO. 3 TO THE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA
AND
CONSERVE LANDCARE LLC PROJECT NO. 042623**

1. Parties And Date.

This Amendment No. 3 to the Maintenance Services Agreement ("Amendment No. 3") is made and entered into this 22nd day of October, 2025 by and between the City of Coachella ("City") and Conserve Landcare LLC, ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No.3.

2. Recitals.

2.1 Agreement. City and Contractor entered into that certain Agreement for Landscape Maintenance Service for the Landscape Maintenance Services for Landscape Lighting and Maintenance Districts 1-40 Project 042623 ("Agreement"), entered into on June 28, 2023 in the amount of \$1,821,075.00.

2.2 Amendment. City and Contractor amended the Agreement for the first time to amend the term of the Agreement as set forth in Amendment No. 1 on November 8, 2023 in the amount of \$450,000. City and Contractor amended the Agreement for the second time to amend the term of the Agreement as set forth in Amendment No. 2 on May 14, 2025 in the amount of \$910,537.50. The parties now desire to amend the Agreement as set forth in this Amendment.

3. Amendments.

3.1. Term & Compensation. Section 3.1.3 and 3.3.1, of the Agreement are hereby deleted in their entirety and replaced with the following:

3.1.3 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement for one additional one-year term as stipulated in the RFP.

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" (unchanged).

The method of payment in Sections 3.3.1.A and B of the Agreement are hereby amended to actual cost plus a ten percent (10%) fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs; plus ten percent fixed fee) incurred by Consultant in performance of the work. The total authorized compensation for the Amendment No. 3 is in the amount

not to exceed Three Hundred One Thousand Six Hundred Ninety-Eight Dollars and Fifty-Nine Cents (\$301,698.59).

The amended total compensation shall not exceed **three million four hundred eighty-three thousand three hundred eleven dollars and nine cents (\$3,483,311.09) without written approval of City's City Council.** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 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 No.3.

3.3 Counterparts. This Amendment No. 3 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.

IN WITNESS WHEREOF, the parties have executed this Amendment.No.3 as of the date first written above.

CITY OF COACHELLA

CONSERVE LANDCARE LLC

Approved by:

William B. Pattison Jr.
City Manager

Signature

Approved as to Form:

BEST, BEST & KRIEGER

Name

City Attorney

Title

Attest:

Angela M. Zepeda
City Clerk

Date