

**Amendment No. 2 to the Maintenance Services Agreement  
Between the City of Coachella  
and  
Conserve Landcare LLC Project No. 042623**

**1. Parties And Date.**

This Amendment No. 2 to the Maintenance Services Agreement ("Amendment No. 2") is made and entered into this 14<sup>th</sup> day of May, 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.2.

**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.

2.2 Amendment. City and Contractor amended the Agreement for the first time to amend the term of the Agreement as set forth in this Amendment No. 1 on November 8, 2023 and desire to amend it a second time to extend the term of the agreement for one additional one-year term.

**3. Amendments.**

3.1. Term & Compensation. Section 3.1.2 and 3.3.1, of the Agreement are hereby deleted in their entirety and replaced with the following:

3.1.2 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 total compensation shall not exceed **two million seven hundred thirty-one thousand and six-hundred twelve dollars and fifty cents (\$2,731,612.50) 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.2.

3.3 Counterparts. This Amendment No.2 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.2 as of the date first written above.

THE CITY OF COACHELLA

CONSERVE LANDSCAPE LLC

By: \_\_\_\_\_  
William B. Pattison, Jr.  
Interim City Manager

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Carlos Campos, City Attorney