

**[FIRST] AMENDMENT**  
**to Agreement between the**  
**City of Chula Vista**  
**and**  
**[Urban Corps of San Diego County ]**  
**To Provide Landscape Maintenance Support Services**

This [FIRST] AMENDMENT "Amendment" is entered into effective as of March 13, 2018 "Effective Date" by and between the City of Chula Vista ("City") and Urban Corps of San Diego County, a non-profit corporation and tax-exempt organization "Contractor/Service Provider" with reference to the following facts:

RECITALS

WHEREAS, City and Contractor/Service Provider previously entered into [Agreement between the City of Chula Vista and Urban Corps of San Diego County To Provide Landscape Maintenance Support Services] "Original Agreement" on November 1, 2017; and

WHEREAS, City and Contractor/Service Provider desire to amend the Original Agreement to [increase the maximum contract amount for the original Term and extensions, and to amend the Original Agreement to provide for three (3) one-year options to extend the Original Agreement in the City's sole discretion] as more specifically set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, City and Contractor/Service Provider agree as follows:

1. Exhibit A, entitled Amended and Restated Scope of Work and Payment Terms is hereby attached hereto and incorporated herein by this reference.
2. Except as expressly provided herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.
3. Each party represents that it has full right, power and authority to execute this [FIRST] Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this Amendment on the behalf of such party are duly authorized agents with authority to do so.

**SIGNATURE PAGE TO FIRST  
AMENDMENT  
TO  
Agreement between the City of Chula Vista and Urban Corps of San Diego County To  
Provide Landscape Maintenance Support Services**

URBAN CORPS OF SAN DIEGO COUNTY

CITY OF CHULA VISTA

BY:   
ROBERT CHAVEZ  
CHIEF EXECUTIVE OFFICER

BY: \_\_\_\_\_  
MARY CASILLAS SALAS  
MAYOR

ATTEST

BY: \_\_\_\_\_  
KERRY K. BIGELOW, MMC  
CITY CLERK

APPROVED AS TO FORM

BY: \_\_\_\_\_  
GLEN R. GOOGINS  
CITY ATTORNEY

**EXHIBIT A**  
**AMENDED AND RESTATED**  
**SCOPE OF WORK AND PAYMENT TERMS**

**1. Contact People for Contract Administration and Legal Notice**

**A. City Contract Administration:**

Iracsema Quilantan  
Assistant Director of Public Works  
City of Chula Vista  
1800 Maxwell Road, Chula Vista, CA 91911  
(619) 397-6066  
iquilantan@chulavistaca.gov

For Legal Notice Copy to:  
City of Chula Vista  
City Attorney  
276 Fourth Avenue, Chula Vista, CA 91910  
619-691-5037  
CityAttorney@chulavistaca.gov

**B. Contractor/Service Provider Contract Administration:**

URBAN CORPS OF SAN DIEGO COUNTY  
Robert Chavez  
Chief Executive Officer  
3127 Jefferson Street, San Diego, CA 92110  
(619) 235-6884  
rchavez@urbancorps.org

For Legal Notice Copy to:  
Yolanda Maeder  
Senior Operations Manager & Contracts Compliance Officer  
Urban Corps of San Diego County  
3127 Jefferson Street, San Diego, CA 92110  
(619) 807-3429  
ymaeder@urbancorps.org

**2. Required Services**

**A. General Description:**

Contractor/Service Provider will provide work crews for landscape maintenance support services and open space weed abatement maintenance support services in the City of Chula Vista.

**B. Detailed Description:**

Contractor/Service Provider will provide work crews for landscape maintenance support services and open space weed abatement maintenance support services in the City of Chula Vista to perform the following tasks and other tasks that may be assigned by City: brow-ditch cleaning, brush abatement, removal of invasive vegetation, trail cleaning and widening, landscape planting projects, litter and trash removal, graffiti abatement and removal, park restroom cleaning, and assisting the Homeless Outreach Team (HOT).

**3. Term:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin ~~November 1, 2017~~ and end on ~~June 30, 2018~~ for completion of all Required Services.

**4. Compensation:**

A. Form of Compensation

Time and Materials. For performance of the Required Services by Contractor/Service Provider as herein required, City shall pay Contractor/Service Provider for the productive hours of time spent (no more than 8 hours per day) by Contractor/Service Provider in the performance of the Required Services, at the rates or amounts as indicated below:

Corps labor crew member rate:	\$20 per hour
Supervisor rate:	\$30 per hour

The above rates include all labor, materials, transportation fees, tools, small equipment, and fuel. Urban Corps must receive advance approval from the City to purchase additional materials to use while working for the City.

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through the Term shall not exceed \$125,000 (One Hundred and Twenty-Five Thousand Dollars).

B. Reimbursement of Costs

None, the compensation includes all costs

**5. Special Provisions:**

Permitted Sub-Contractor/Service Providers: None

Options to Extend: Notwithstanding the completion date set forth in section 3., above, City has the option to extend this Agreement for up to three (3) additional years, in one-year increments. The Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the maximum amount to be paid specified in Section 3., above, for a one-year increment may be increased by up to a total \$25,000 (Twenty-Five Thousand Dollars) for a maximum amount to be paid for services performed during any additional one-year increment in an amount not to exceed \$150,000 (One Hundred

and Fifty Thousand Dollars). The maximum amount to be paid to the Contractor/Service Provider for services performed during the Term and all three (3) potential one-year extensions shall not exceed \$575,000 (Five Hundred and Seventy-Five Thousand Dollars). The City shall give written notice to Contractor/Service Provider of the City's election to exercise each extension. Such notice shall be provided at least 30 days prior to the expiration of the current term. The parties agree that nothing contained herein shall create an obligation by the City to authorize any potential extensions identified herein. |