

## CITY OF POMONA

### FIRST AMENDMENT TO MAINTENANCE SERVICES AGREEMENT

This FIRST AMENDMENT to the Agreement for Phillips Ranch Landscaping and Fuel Modification Maintenance Services ("FIRST AMENDMENT") is entered into on the 1<sup>st</sup> day of July 2025 by and between the City of Pomona (the "CITY") and BrightView Landscaping Services, Inc., ("CORPORATION"), hereinafter referred to collectively as the "Parties."

#### RECITALS

**Whereas**, on November 1, 2023, the Parties entered into Agreement for Phillips Ranch Landscaping and Fuel Modification Maintenance Services for an initial term of three years (the "AGREEMENT"), with two, one-year extension options of the AGREEMENT Term.

**Whereas**, the Agreement was for a term of 3 years, commencing November 1, 2023, to October 31, 2026.

**Whereas**, the Parties desire to enter into the FIRST AMENDMENT to amend the AGREEMENT to remove maintenance service locations in the Phillips Ranch Greenbelt areas, pertaining to turf, groundcover, and other decorative landscape service and maintenance at Frequency Level C, effective July 1, 2025.

#### AMENDMENTS

**1. Incorporation of Recitals.** The recitals listed above are true and correct and are hereby incorporated herein by this reference.

**2. Amendment to Exhibit "A" of the AGREEMENT.** Section B Part Two of Exhibit "A" of this AGREEMENT shall be amended to remove the following locations for service in Phillips Ranch Greenbelt areas: Site 24 – Silverwood Ln / Village Loop Rd Greenbelt, Site 25 – Falcon Ridge Dr / Village Loop Rd Greenbelt; Section 1, and Site 26 – Falcon Ridge Dr / Village Loop Rd Greenbelt; Section 2.

**3. Compensation.** The annual compensation amount shall be decreased by Forty-One Thousand Four Hundred Twenty-Six Dollars (\$41,426.00), thereby decreasing the annual total not-to-exceed compensation of the AGREEMENT to the amount of Three Hundred Sixty-Five Thousand Three Hundred Ninety-Six Dollars (\$365,396.00).

**4. No Other Changes.** Except as amended by this FIRST AMENDMENT, all provisions of the AGREEMENT, as previously amended, shall remain in full force and effect and shall govern the actions of the Parties under this FIRST AMENDMENT.


**5. Counterparts.** A manually signed copy of this FIRST AMENDMENT which is transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this FIRST AMENDMENT for all purposes.


**6. Severability.** If any part of this FIRST AMENDMENT is held to be unlawful or void, all other parts of this FIRST AMENDMENT shall remain effective.

Now, therefore, the Parties hereto have executed this FIRST AMENDMENT as of the date set forth below:

**CITY OF POMONA**

**BRIGHTVIEW LANDSCAPING SERVICES,  
INC.**

By:   
Anita D. Scott  
City Manager


By:   
Enrico Marogna  
Senior Vice President

Date: 5/21/25

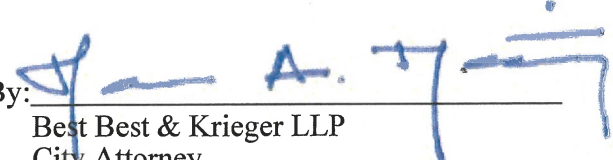
Enrico Marogna  
PRINT:

5/14/25  
DATE:

**ATTEST:**

By:   
Rosalia Butler, City Clerk  
6/4/25

**APPROVED AS TO FORM:**

By:   
Best Best & Krieger LLP  
City Attorney