

**AMENDMENT NUMBER ONE
TO CONTRACT NUMBER MA-012-19010782
WITH GREENTECH LANDSCAPE, INC.
FOR LANDSCAPE MAINTENANCE SERVICES FOR O'NEILL REGIONAL,
WHITING RANCH MCFADDEN HOUSE AND SADDLEBACK GATEWAY PARKS**

This Amendment One to Contract MA-012-19010782, herein referred to as "Amendment", is made and entered into upon execution of all necessary signatures between the County of Orange, OC Community Resources/OC Parks, a political subdivision of the State of California, hereinafter referred to as "County" and Greentech Landscape, Inc., with a place of business at 13560 Telegraph Road, Whittier CA 90605, hereinafter referred to as "Contractor", with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, County and Contractor entered into Contract Number MA-012-19010782, (hereinafter referred to as "Contract"), for Landscape Maintenance Services for O'Neill Regional, Whiting Ranch McFadden House and Saddleback Gateway Parks, commencing on March 1, 2019 through and including February 28, 2022 in an amount not to exceed \$636,003.00; and

WHEREAS, County now desires to renew Contract for one additional year and revise Contract Terms and Conditions; and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the Parties mutually agree as follows:

1. Contract shall be renewed for its fourth-year term effective March 1, 2022 through February 28, 2023, in an amount not to exceed \$212,001.00.
2. Revise Articles, Section Q, Change of Ownership, in its entirety and replace it with the following:

“Q. CHANGE OF OWNERSHIP/NAME, LITIGATION STATUS, CONFLICTS WITH COUNTY INTERESTS

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties."

3. Revise Attachment B, Compensation/Payment, Section 3, Payment - Invoicing Instructions in its entirety and replace it with the following:

"Invoicing Instructions:

Contractor shall provide an invoice based on the Contractor's letterhead. Each invoice shall have a unique number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from (A), above
- C. Name of County Agency/Department
- D. Contract Number MA-012-19010782
- E. Services date(s) – Month of Service
- F. Deliverables/Service Description
- G. Taxpayer ID number (TIN) or Employer's Identification Number (EIN)
- H. Total Cost
- I. Copy of signed quote authorizing services for miscellaneous/services or items

The responsibility for providing an acceptable invoice to the County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. OC Parks Contract Administrator, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices and supporting documentation are to be submitted to:

OC Community Resources
Attn: Accounts Payable
601 North Ross St., 5th Floor
Santa Ana, CA 92701"

4. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

SIGNATURE PAGE


IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Greentech Landscape, Inc.*


** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.*

The first corporate officer signature must be one of the following 1) the Chairman of the Board 2) the President 3) any Vice President.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

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|---|--------------|
| Gus Marquez | President |
| <hr/> | |
| <i>Print Name</i> | <i>Title</i> |
| DocuSigned by:  | 11/2/2021 |
| <small>7FCB2C45EB20427...</small> | |
| <i>Signature</i> | <i>Date</i> |


The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

| | |
|---|--------------|
| Gus Marquez | Secretary |
| <hr/> | |
| <i>Print Name</i> | <i>Title</i> |
| DocuSigned by:  | 11/2/2021 |
| <small>7FCB2C45EB20427...</small> | |
| <i>Signature</i> | <i>Date</i> |

COUNTY OF ORANGE, a political subdivision of the State of California

| | |
|-------------------|--------------|
| <hr/> | |
| <i>Print Name</i> | <i>Title</i> |
| <hr/> | |
| <i>Signature</i> | <i>Date</i> |

**APPROVED AS TO FORM, OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA**

| | |
|---|-----------------------|
| Mark Batarse | Deputy County Counsel |
| <hr/> | |
| <i>Print Name</i> | <i>Title</i> |
| DocuSigned by:  | 11/3/2021 |
| <small>BC5CA9BED31F40A...</small> | |
| <i>Signature</i> | <i>Date</i> |