



**SECOND AMENDMENT
TO
MAINTENANCE SERVICES AGREEMENT
[Field Maintenance Services]**

THIS SECOND AMENDMENT TO MAINTENANCE SERVICES AGREEMENT (the “Second Amendment”) is made and entered into as of May 9, 2023, by and between the CITY OF ORANGE, a municipal corporation (“City”), and MAJOR LEAGUE INFIELDS, INC., a California corporation (“Contractor”), with reference to the following:

A. City and Contractor entered into a Maintenance Services Agreement (Agreement No. 6730) dated January 8, 2019, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor amended the Original Agreement to revise the Scope of Services and increase the compensation by a First Amendment to Maintenance Services Agreement (Agreement No. 6730.1) dated March 9, 2021, which is incorporated herein by this reference (the “First Amendment”); and

C. City and Contractor desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement to extend term and increase the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. Cross-References. City and Contractor agree that all references in this Second Amendment are deemed and construed to refer to the Original Agreement, as implemented by this Second Amendment.

Section 3 Compensation. The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.a of the Original Agreement is increased by TWENTY-TWO THOUSAND DOLLARS and 00/100 (\$22,000.00) and Section 2.a is hereby amended in its entirety to read as follows:

“Contractor's total compensation for all services performed under this Agreement, shall not exceed TWO HUNDRED FORTY-THREE THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS and 00/100 (\$243,152.00) without the prior written authorization of City.”

Section 4 **Term.** The Term of the Original Agreement, Section 10, is hereby amended in its entirety to read as follows:

“The term of this Agreement shall commence on March 1, 2019 and end on November 1, 2023.”

Section 5. **Authority of City Manager.** Pursuant to Section 3.08.430 of the Orange Municipal Code, the City Manager is authorized to approve and execute amendments to the Agreement to adjust the compensation and extend the term as provided herein.

Section 6. **Integration.** This Second Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Second Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this Second Amendment, the parties enter into this Second Amendment on the year and day first above written.

“CONTRACTOR”

“CITY”

MAJOR LEAGUE INFIELDS, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

DocuSigned by:
45334512041406...
*By: David R. Johnson
Printed Name: David R. Johnson
Title: President

DocuSigned by:
07AA750638A1406...
By: Tom Kisela
Thomas C. Kisela, City Manager

DocuSigned by:
1F9CD85846346F1...
*By: Catherine Johnson
Printed Name: Catherine Johnson
Title: Secretary

APPROVED AS TO FORM:

DocuSigned by:
07BC182A26A1491...
Mary E. Binning
Mary E. Binning, City Attorney

***NOTE:** *If CONTRACTOR is a corporation, the City requires the following signature(s):*
-- *(1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR***
-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

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