

**F. Authorize One (1) Year Extensions for Public Works Maintenance and Environmental Conservation Division Service Agreements**

Recommendation:

To approve a one (1) year extension to the current service agreements for Public Works Maintenance and Environmental Conservation Services; and authorize the City Manager to execute all amendment documents for the following:

1. Yunex LLC for traffic signal maintenance and emergency on-call services.
2. Graffiti Protective Coating, Inc. for graffiti abatement services and on-call emergency services.
3. Desert Ants Engineering, Inc. for concrete installation, repair and maintenance services as-needed contract.
4. Student Creative Recycle Art Program (S.C.R.A.P.) Gallery for environmental educational services.

**AMENDMENT NO.1  
TO THE  
AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY ON-CALL  
SERVICES  
BETWEEN  
THE CITY OF CATHEDRAL CITY, CALIFORNIA  
AND  
YUNEX LLC**

In accordance with the "Agreement for Traffic Signal Maintenance and Emergency On-Call Services" dated July 1, 2022, ("Agreement"), by and between the **City of Cathedral City**, a municipal corporation ("City") and **Yunex LLC**, a California corporation ("Contractor"), and in accordance with the Section of the Agreement, entitled, "Amendments", this Amendment Number No. 1 to the Agreement is made and entered into this 1st day of July, 2025, ("Effective Date").

**RECITALS**

- A. Contractor currently provides the City with Traffic Signal Maintenance and Emergency On-Call Services.
- B. City desires to amend the Agreement as per Section 1, to: extend the term of the Agreement one (1) year, commencing on the Effective Date.
- C. Section 13. Unauthorized Aliens and Section 34. Electronic Signature have been added to the City's standard agreements. This amendment will include Section 2. Unauthorized Aliens and Section 3. Electronic Signature.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

**Section 1.** The agreement termination date as set forth in the Agreement is hereby amended such that it shall expire at the end of business day on July 1, 2026 (Expiration Date). Following this one (1) year extension, the option to extend the Agreement for one (1) additional year, commencing after the Expiration Date, remains in effect per the terms outlined in the Agreement.

**Section 2. Unauthorized Aliens**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost

of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

### **Section 3. Electronic Signature**

The parties agree that, in accordance with the City's Electronic Signature Use Policy, adopted on August 10, 2023, and as amended thereafter, the Parties may use electronic signatures to execute this Agreement. Any use of electronic signatures to execute this Agreement shall comply with the City's Electronic Signature Use Policy, and such signatures shall have the same force and effect as if this Agreement were executed by hand. Contractor acknowledges that it has had an opportunity to request and review the City's Electronic Signature Use Policy, and Contractor agrees to comply with the Electronic Signature Use Policy. Contractor agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

**Section 4.** Except as specifically amended by this Amendment No. 1, the remaining terms of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

### **SUMMARY:**

Amendment No. 1 extends the contract end date to July 1, 2026, and updates the Agreement to the City's standard agreement for services.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 1 to be executed as of the date first written above.**

**CITY OF CATHEDRAL CITY**

**YUNEX LLC**

\_\_\_\_\_  
**By:** Charles P. McClendon  
City Manager

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

**ATTEST:**

\_\_\_\_\_  
**By:** Tracey R. Hermosillo, CMC  
City Clerk

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

\_\_\_\_\_  
**By:** Eric S. Vail  
City Attorney

**AMENDMENT NO.1  
TO THE  
AGREEMENT FOR GRAFFITI ABATEMENT SERVICES AND ON-CALL  
EMERGENCY SERVICES  
BETWEEN  
THE CITY OF CATHEDRAL CITY, CALIFORNIA  
AND  
GRAFFITI PROTECTIVE COATING, INC.**

In accordance with the "Agreement for Graffiti Abatement Services and On-Call Emergency Services" dated July 1, 2022, ("Agreement"), by and between the **City of Cathedral City**, a municipal corporation ("City") and **Graffiti Protective Coating, Inc.**, a California corporation ("Contractor"), and in accordance with the Section of the Agreement, entitled, "Amendments", this Amendment Number No. 1 to the Agreement is made and entered into this 1st day of July, 2025, ("Effective Date").

**RECITALS**

A. Contractor currently provides the City with Graffiti Abatement Services and On-Call Emergency Services.

B. City desires to amend the Agreement as per Section 1, to: extend the term of the Agreement one (1) year, commencing on the Effective Date.

C. Section 13. Unauthorized Aliens and Section 34. Electronic Signature have been added to the City's standard agreements. This amendment will include Section 2. Unauthorized Aliens and Section 3. Electronic Signature.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

**Section 1.** The agreement termination date as set forth in the Agreement is hereby amended such that it shall expire at the end of business day on July 1, 2026 (Expiration Date). Following this one (1) year extension, the option to extend the Agreement for one (1) additional year, commencing after the Expiration Date, remains in effect per the terms outlined in the Agreement.

**Section 2. Unauthorized Aliens**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost

of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

### **Section 3. Electronic Signature**

The parties agree that, in accordance with the City's Electronic Signature Use Policy, adopted on August 10, 2023, and as amended thereafter, the Parties may use electronic signatures to execute this Agreement. Any use of electronic signatures to execute this Agreement shall comply with the City's Electronic Signature Use Policy, and such signatures shall have the same force and effect as if this Agreement were executed by hand. Contractor acknowledges that it has had an opportunity to request and review the City's Electronic Signature Use Policy, and Contractor agrees to comply with the Electronic Signature Use Policy. Contractor agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

**Section 4.** Except as specifically amended by this Amendment No. 1, the remaining terms of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

### **SUMMARY:**

Amendment No. 1 extends the contract end date to July 1, 2026, and updates the Agreement to the City's standard agreement for services

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 1 to be executed as of the date first written above.**

**CITY OF CATHEDRAL CITY**

**GRAFFITI PROTECTIVE COATING, INC.**

\_\_\_\_\_  
**By:** Charles P. McClendon  
City Manager

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**By:**

**ATTEST:**

\_\_\_\_\_  
**By:** Tracey R. Hermosillo, CMC  
City Clerk

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

\_\_\_\_\_  
**By:** Eric S. Vail  
City Attorney

**AMENDMENT NO.1  
TO THE  
AGREEMENT FOR CONCRETE INSTALLATION, REPAIR AND MAINTENANCE  
SERVICES AS NEEDED CONTRACT  
BETWEEN  
THE CITY OF CATHEDRAL CITY, CALIFORNIA  
AND  
DESERT ANTS ENGINEERING, INC.**

In accordance with the "Agreement for Concrete Installation, Repair and Maintenance Services As Needed Contract" dated August 24, 2022, ("Agreement"), by and between the **City of Cathedral City**, a municipal corporation ("City") and **Desert Ants Engineering, Inc.**, a California corporation ("Contractor"), and in accordance with the Section of the Agreement, entitled, "Amendments", this Amendment Number No. 1 to the Agreement is made and entered into this on the 24th day of August, 2025, ("Effective Date").

**RECITALS**

A. Contractor currently provides the City with Concrete Installation, Repair, and Maintenance Services.

B. City desires to amend the Agreement as per Section 1, to: extend the term of the Agreement one (1) year, commencing on the Effective Date.

C. Section 13. Unauthorized Aliens and Section 34. Electronic Signature have been added to the City's standard agreements. This amendment will include Section 2. Unauthorized Aliens and Section 3. Electronic Signature.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

**Section 1.** The agreement termination date as set forth in the Agreement is hereby amended such that it shall expire at the end of business day on August 24, 2026 (Expiration Date). Following this one (1) year extension, the option to extend the Agreement for one (1) additional year, commencing after the Expiration Date, remains in effect per the terms outlined in the Agreement.

**Section 2. Unauthorized Aliens**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost



of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

### **Section 3. Electronic Signature**

The parties agree that, in accordance with the City's Electronic Signature Use Policy, adopted on August 10, 2023, and as amended thereafter, the Parties may use electronic signatures to execute this Agreement. Any use of electronic signatures to execute this Agreement shall comply with the City's Electronic Signature Use Policy, and such signatures shall have the same force and effect as if this Agreement were executed by hand. Contractor acknowledges that it has had an opportunity to request and review the City's Electronic Signature Use Policy, and Contractor agrees to comply with the Electronic Signature Use Policy. Contractor agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

**Section 4.** Except as specifically amended by this Amendment No. 1, the remaining terms of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

### **SUMMARY:**

Amendment No. 1 extends the contract end date to August 24, 2026, and updates the Agreement to the City's standard agreement for services

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 1 to be executed as of the date first written above.**

**CITY OF CATHEDRAL CITY**

**Desert Ants Engineering, Inc.**

\_\_\_\_\_  
**By:** Charles P. McClendon  
City Manager

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**By:**

**ATTEST:**

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**By:** Tracey R. Hermosillo, CMC  
City Clerk

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

\_\_\_\_\_  
**By:** Eric S. Vail  
City Attorney

**AMENDMENT NO.1  
TO THE  
AGREEMENT FOR EDUCATIONAL SERVICES  
BETWEEN  
THE CITY OF CATHEDRAL CITY, CALIFORNIA  
AND  
STUDENT CREATIVE RECYCLE ART PROGRAM  
S.C.R.A.P.**

In accordance with the "Agreement for Educational Services" dated June 28, 2023, ("Agreement"), by and between the City of Cathedral City, a municipal corporation ("City") and Student Creative Recycle Art Program (S.C.R.A.P.), a California nonprofit corporation ("Service Provider"), and in accordance with the Section of the Agreement, entitled, "Amendment", this Amendment Number No. 1 to the Agreement is made and entered into this on the 28th day of June, 2025, ("Effective Date").

**RECITALS**

- A. Service provider currently provides the City with Educational Services.
- B. City desires to amend the Agreement as per Section 1, to: extend the term of the Agreement one (1) year, commencing on the Effective Date.
- C. Section 13. Unauthorized Aliens and Section 34. Electronic Signature have been added to the City's standard agreements. This amendment will include Section 2. Unauthorized Aliens and Section 3. Electronic Signature.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

**Section 1.** The agreement termination date as set forth in the Agreement is hereby amended such that it shall expire at the end of business day on June 28, 2026 (Expiration Date). Following this one (1) year extension, the option to extend the Agreement for one (1) additional year, commencing after the Expiration Date, remains in effect per the terms outlined in the Agreement.

**Section 2. Unauthorized Aliens**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

**Section 3. Electronic Signature**

The parties agree that, in accordance with the City's Electronic Signature Use Policy, adopted on August 10, 2023, and as amended thereafter, the Parties may use electronic signatures to execute this Agreement. Any use of electronic signatures to execute this Agreement shall comply with the City's Electronic Signature Use Policy, and such signatures shall have the same force and effect as if this Agreement were executed by hand. Contractor acknowledges that it has had an opportunity to request and review the City's Electronic Signature Use Policy, and Contractor agrees to comply with the Electronic Signature Use Policy. Contractor agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

**Section 4.** Except as specifically amended by this Amendment No. 1, the remaining terms of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

**SUMMARY:**

Amendment No. 1 extends the contract end date to June 28, 2026, and updates the Agreement to the City's standard agreement for services

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 1 to be executed as of the date first written above.**

**CITY OF CATHEDRAL CITY**

**STUDENT CREATIVE RECYCLE  
ART PROGRAM (S.C.R.A.P.)**

\_\_\_\_\_  
**By:** Charles P. McClendon  
City Manager

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**By:**

**ATTEST:**

\_\_\_\_\_  
**By:** Tracey R. Hermosillo, CMC  
City Clerk

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

\_\_\_\_\_  
**By:** Eric S. Vail  
City Attorney