### CITY OF CORONA FIRST AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH MARIPOSA LANDSCAPE, INC. (LANDSCAPE MAINTENANCE SERVICES – CORONA PARKS IN AREAS 1 AND 5 PROJECT)

#### 1. PARTIES AND DATE.

This First Amendment to the Maintenance/General Services Agreement ("First Amendment") is made and entered into this 3rd day of January, 2024 by and between the City of Corona ("City") and Mariposa Landscape, Inc., a California corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

#### 2. RECITALS.

- 2.1 <u>Agreement</u>. City and Contractor entered into that certain Maintenance/General Services Agreement dated December 5, 2023 ("Agreement"), whereby Contractor agreed to provide landscape maintenance services.
- 2.2 <u>Amendment</u>. City and Consultant desire to amend the Agreement for the first time to amend the Rate & Total Compensation to \$666,011.10.

### 3. TERMS.

- 3.2 <u>Rates & Total Compensation</u>. Section 3.3.1 (Rates & Total Compensation) and of the Agreement, are hereby deleted in their entirety and replaced with the following:
  - "3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursement, for all Services rendered under this agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Six Hundred Sixty-Six Thousand Eleven Dollars with Ten Cents (\$666,011.10) per fiscal year ("Total Compensation") without written approval of the City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."
- 3.2 <u>Continuing Effect of Agreement</u>. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

- 3.3 <u>Adequate Consideration</u>. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.
- 3.4 <u>Counterparts</u>. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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## CITY'S SIGNATURE PAGE FOR FIRST AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH MARIPOSA LANDSCAPE, INC. (LANDSCAPE MAINTENANCE SERVICES – CORONA PARKS IN AREAS 1 AND 5 PROJECT)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

### **CITY OF CORONA**

By:

Occusigned by:

Cynthia Lara

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For Donna Finch

**Interim Community Service Director** 

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Reviewed By: BO3DA9FDDEB845C...

Moses Cortez

Parks, Trails & Facilities Manager

DocuSigned by:

Reviewed By: 
For Yasmin Lopez

Purchasing Manager

# CONTRACTOR'S SIGNATURE PAGE FOR FIRST AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH MARIPOSA LANDSCAPE, INC. (LANDSCAPE MAINTENANCE SERVICES – CORONA PARKS IN AREAS 1 AND 5 PROJECT)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

### MARIPOSA LANDSCAPES, INC.

a California corporation

By:

—DocuSigned by: Terry Norièya —45E8D4C7F21F4BB...

Terry Noriega President

By:

Antii Valle

Antonio Valenzuela

Secretary