CITY OF CORONA FOURTH AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH GRAFFITI PROTECTIVE COATINGS, INC. (GRAFFITI REMOVAL SERVICES – ON-CALL GRAFFITI REMOVAL SERVICES NIB 21-062RH)

1. PARTIES AND DATE.

This Fourth Amendment to the Maintenance/General Services Agreement ("Fourth Amendment") is made and entered into this _____ day of ______, 2024 by and between the City of Corona ("City") and Graffiti Protective Coatings, Inc., a California corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Fourth Amendment.

2. RECITALS.

- 2.1 <u>Agreement</u>. City and Contractor entered into that certain Maintenance/General Services Agreement dated May 19, 2021 ("Agreement"), whereby Contractor agreed to provide graffiti removal services.
- 2.2 <u>Prior Amendments</u>. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about June 15, 2022 ("First Amendment"). City and Contractor entered into that certain Second Amendment to the Maintenance/General Services Agreement on or about May 3, 2023 ("Second Amendment").
- 2.3 <u>Erroneous Second Amendment.</u> On or about September 26, 2023, the Parties entered into that certain Second Amendment to Maintenance/General Services Agreement (Graffiti Removal Services On-Call Graffiti Removal Services NIB 21-062RH), which was intended to be a Third Amendment to extend the Agreement term through June 30, 2025; and amend the Contractor's compensation for the Term extension.
- 2.4 <u>Amendment</u>. City and Contractor desire to amend the Agreement for the fourth time to (1) rectify the erroneous amendment title, and (2) increase the Total Compensation to \$400,000 for fiscal years ending June 30, 2024 and June 30, 2025.

3. TERMS.

- 3.1 <u>Rates & Total Compensation.</u> Section 3.3.1 (Rates & Total Compensation) of the Agreement, as amended by the Second Amendment, is hereby deleted in its entirety and replaced with the following:
 - "3.3.1 <u>Rates & Total Compensation.</u> Contractor shall receive compensation, including authorized reimbursements, 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 Four Hundred Thousand Dollars (\$400,000) per fiscal year ending June 30, 2024 and June 30, 2025 ("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 Fourth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fourth Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Fourth 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 Fourth Amendment.
- 3.4 <u>Counterparts</u>. This Fourth 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]

2 (BB&K: 9-10)

CITY'S SIGNATURE PAGE FOR FOURTH AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH GRAFFITI PROTECTIVE COATINGS, INC. (GRAFFITI REMOVAL SERVICES – ON-CALL GRAFFITI REMOVAL SERVICES

NIB 21-062RH)

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

CITY OF CORONA

By:	
•	Donna Finch
	Community Services Director
Reviev	ved By:
	Moses Cortez
	Facilities, Parks, & Trails Manager
Reviewe	DocuSigned by:
	ved By: Uasmin Lopen
	Yasmin Lopez
	Purchasing Manager
Attest	:
	Sylvia Edwards, City Clerk
	Corona, California

CONTRACTOR'S SIGNATURE PAGE FOR

FOURTH AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH GRAFFITI PROTECTIVE COATINGS, INC. (GRAFFITI REMOVAL SERVICES – ON-CALL GRAFFITI REMOVAL SERVICES NIB 21-062RH)

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

GRAFFITI PROTECTIVE COATINGS, INC. a California corporation

By: Carla Luluff

Carla Lenhoff

President

By: Steven Leuloff
Steven Lenhoff
Secretary

DocuSigned by: