### CITY OF CORONA SECOND 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 Second Amendment to the Maintenance/General Services Agreement ("Second Amendment") is made and entered into this 3rd day of May, 2023 by and between the City of Corona ("City") and Graffiti Protective Coatings, Inc., ("Contractor") a California corporation. City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Second 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").
- 2.3 <u>Amendment</u>. City and Consultant desire to amend the Agreement for the second time to amend Rates & Total Compensation to increase the compensation to \$450,000 per Fiscal Year ending June 30, 2023.

#### 3. TERMS.

- 3.1 <u>Rates & Total Compensation</u>. Section 3.3.1 (Compensation) of the Agreement and the First 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 the 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 and Fifty Thousand Dollars (\$450,000) per fiscal year ending June 30, 2023 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 Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Second 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 Second Amendment.
- 3.4 <u>Counterparts</u>. This Second 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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IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

### **CITY OF CORONA**

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IN WITNESS WHEREOF, the Parties have entered into this Second 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 Lenhoff

DocuSigned by:

Carla Lenhoff President

--- DocuSigned by:

By:

Steven Lenhoff

Secretary