

AMENDMENT #4
CONTRACT MA-012-14010623
FOR
LANDSCAPE MAINTENANCE SERVICES

This Amendment is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and The Soto Company, Inc., a state of California corporation with a place of business at 34275 Camino Capistrano, Capistrano Beach, CA 92624, (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, County and Contractor entered into Contract MA-012-14010623 for Landscape Maintenance Services effective December 1, 2013 through November 30, 2014, in the amount of \$385,760.00, (hereinafter referred to as "Contract"); and

WHEREAS, Parties issued Amendment #1 to renew Contract for one (1) additional year, effective December 1, 2014 through and including November 30, 2015, in the amount of \$385,760.00; and

WHEREAS, Parties issued Amendment #2, to renew Contract for one (1) additional year, effective December 1, 2015 through and including November 30, 2016, in the amount of \$385,760.00; and

WHEREAS, Parties issued Amendment #3, to renew Contract for one (1) additional year, effective December 1, 2016 through and including November 30, 2017, in the amount of \$385,760.00; and

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract is Revised:** The Attachment A, Scope of Work is revised to include Dana Point Harbor Specification incorporated by this reference.
 - Park and areas to be serviced: **Sail Event Center, Yacht Club Perimeter and Harbor Patrol Office perimeter** located at 34102 Del Obispo, Dana Point Harbor.

Turf	¼ acre	Acres (approx.)
Hardscape Maintenance	10,000.00	SF
Chemical Edging	500	Linear Feet (approx.)

2. **Term of Contract is Renewed:** The term of the Contract is renewed for a period of one (1) year, effective December 1, 2017 through November 30, 2018, in an amount not to exceed \$409,760. This contract is non-renewable and may be terminated by either Party according to terms and conditions stated herein.
3. **All other Contract Terms and Conditions remain unchanged:** This Amendment #4 modifies the Contract only as expressly set forth above. This Amendment #4 does not modify, alter or amend the Contract in any other way whatsoever. Except as amended herein, all other terms and conditions of the Contract remain unchanged. Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract, including its Amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.

-Signature Page Follows-

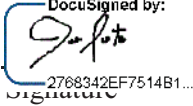
County of Orange, OC Community Resources
The Soto Company, Inc.

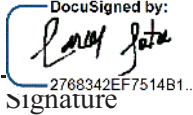
MA-012-14010623

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date following their respective signatures.

THE SOTO COMPANY, INC.*

 <p>DocuSigned by: Signature 2768342EF7514B1...</p>	<p>Joe Soto</p> <hr/> <p>Name</p>	<p>President/CEO</p> <hr/> <p>Title</p>	<p>9/12/2017</p> <hr/> <p>Date</p>
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 <p>DocuSigned by: Signature 2768342EF7514B1...</p>	<p>Carol Soto</p> <hr/> <p>Name</p>	<p>Secretary</p> <hr/> <p>Title</p>	<p>9/12/2017</p> <hr/> <p>Date</p>
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COUNTY OF ORANGE


A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

<hr/> Signature	<hr/> Name	<hr/> Title	<hr/> Date
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APPROVED AS TO FORM:

County Counsel

By  _____

DocuSigned by:
Signature
C4E3886C1E6D4FD...

Date 9/13/2017

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.