

**CITY OF CORONA
FOURTH AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH TROPICAL PLAZA NURSERY, INC.
(LANDSCAPING SERVICES – NIB 20-061SB AREA 2 ZONE 10)**

1. PARTIES AND DATE.

This Fourth Amendment to the Maintenance/General Services Agreement (“Fourth Amendment”) is made and entered into this 7th day of August, 2024 by and between the City of Corona (“City”) and Tropical Plaza Nursery, 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 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated July 7, 2021 (“Agreement”), whereby Contractor agreed to provide landscaping and maintenance services.

2.2 Prior Amendments. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about August 25, 2022 (“First Amendment”). City and Contractor entered into that certain Second Amendment to the Maintenance/General Services Agreement on or about July 20, 2023 (“Second Amendment”). City and Contractor entered into that certain Third Amendment to the Maintenance/General Services Agreement on or about September 7, 2023 (“Third Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the fourth time to amend the compensation.

3. TERMS.

3.1 Rates & Total Compensation. Section 3.3.1 of the Agreement and Amendments is hereby deleted in its entirety and replaced with the following:

“Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ”C-3” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Five Hundred Thirty Seven Thousand and One Hundred and Thirty One Dollars (\$537,131.00) (“Total Compensation”) without written approval of 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 Continuing Effect of Agreement. 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 Adequate Consideration. 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 Counterparts. 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]

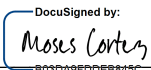
**CITY'S SIGNATURE PAGE
FOR
FOURTH AMENDMENT TO
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IN WITNESS WHEREOF, the Parties have entered into this Fourth Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: _____

Donna Finch
Community Services Director

By:  _____
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Moses Cortez
Facilities, Parks & Trails Manager

Reviewed By:  _____
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Yasmin Lopez
Purchasing Manager

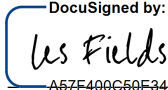
Attest : _____

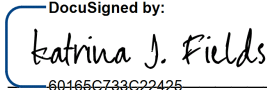
Sylvia Edwards
City Clerk

**CONTRACTOR'S SIGNATURE PAGE
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**Tropical Plaza Nursery
a California Corporation**

By: 
A57F409C60E346A...
Les Fields
President

By: 
60166C733C22425...
Tina Fields
Secretary, Treasurer