

**CITY OF CORONA
SECOND 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 Second Amendment to the Maintenance/General Services Agreement (“Second Amendment”) is made and entered into this 20th day of July, 2023 by and between the City of Corona (“City”) and Tropical Plaza Nursery, Inc. (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Second 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 Services NIB 20-061SB Area 2 Zone 10 project.

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”).

2.3 Amendment. City and Contractor desire to amend the Agreement for the second time to (1) amend the compensation; and (2) replace Exhibit “C-1” Compensation with Exhibit “C-2” Compensation.

3. TERMS.

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

“3.3.1. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ”C-2” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Four Hundred and Ninety-One Thousand, Four Hundred and Sixty Dollars (\$491,460.00) per fiscal year ending June 30, 2023 (“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 Exhibit “C-1” Compensation is hereby deleted in its entirety and replaced with Exhibit “C-2” Compensation attached hereto and incorporated herein by reference.

3.3 Continuing Effect of Agreement. 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.

3.4 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 Second Amendment.

3.5 Counterparts. 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]

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

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

By: 
10A11D3CE1DF481...
Donna Finch
Interim Community Services Director

Reviewed By: 
B03DA9EDDEB845C...
Moses Cortez
Facilities, Parks & Trails Manager

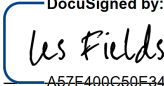
Reviewed By: 
F8EFBE3136B4492...
Yasmin Lopez
Purchasing Manager

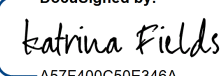
Attest : _____
Sylvia Edwards
City Clerk

**CONTRACTOR'S SIGNATURE PAGE
FOR
CITY OF CORONA
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WITH TROPICAL PLAZA NURSERY, INC.
(LANDSCAPING SERVICES – NIB 20-061SB AREA 2 ZONE 10)**

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.

**TROPICAL PLAZA NURSERY, INC.
a California Corporation**

By: 
A57F400C60E346A...
Leslie T. Fields
President

By: 
A57F400C60E346A...
Katrina J. Fields
Treasurer

**EXHIBIT “C-2”
COMPENSATION**

The total compensation, including authorized reimbursements, shall not exceed Four Hundred and Ninety-One Thousand, Four Hundred and Sixty Dollars (\$491,460.00) per fiscal year ending June 30, 2023 (“Total Compensation”) without written approval of City’s Representative.