

**CITY OF CORONA
FIFTH AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH TROPICAL PLAZA NURSERY, INC.
(DWP FACILITIES LANDSCAPE MAINTENANCE SERVICES)**

1. PARTIES AND DATE.

This Fifth Amendment to the Maintenance/General Services Agreement (“Fifth 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 Fifth Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated May 1, 2016 (“Agreement”), whereby Contractor agreed to provide Landscape Maintenance Services through June 30, 2019 as per RFP 16-045LN.

2.2 Prior Amendments. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about July 1, 2016 (“First Amendment”). City and Contractor entered into that certain Second Amendment to the Maintenance/General Services Agreement on or about August 19, 2019 (“Second Amendment”). City and Contractor entered into that certain Third Amendment to the Maintenance/General Services Agreement on or about October 26, 2020 (“Third Amendment”). City and Contractor entered into that certain Fourth Amendment to the Maintenance/General Services Agreement on or about February 28, 2023 (“Fourth Amendment”).

2.3 Amendment. City and Contractor desire to amend the Agreement for the fifth time to (1) amend the compensation; and (2) replace Exhibit “C-4” Compensation with Exhibit “C-5” Compensation.

3. TERMS.

3.1 Rates & Total Compensation. Section 3.3.1 of the Agreement and Fourth 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-5” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One

Hundred and Fifty Two Thousand Dollars (\$152,000.00) per fiscal year (“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-4” Compensation is hereby deleted in its entirety and replaced with Exhibit “C-5” Compensation attached hereto and incorporated herein by reference.t.

3.3 Continuing Effect of Agreement. Except as amended by this Fifth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fifth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Fifth 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 Fifth Amendment.

3.5 Counterparts. This Fifth 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
FIFTH AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH TROPICAL PLAZA NURSERY, INC.
(DWP FACILITIES LANDSCAPE MAINTENANCE SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Fifth 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: 
B03DA9FDDEB845C...
Moses Cortez
Facilities, Parks & Trails Manager

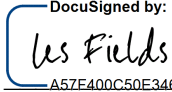
Reviewed By: 
F8EFBE3136B4492...
Yasmin Lopez
Purchasing Manager

Attest : _____
Sylvia Edwards
City Clerk

**CONTRACTOR'S SIGNATURE PAGE
FOR
CITY OF CORONA
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**TROPICAL PLAZA NURSERY, INC.
a California Corporation**

By: 
A57E400C50E346A
Leslie T. Fields
President

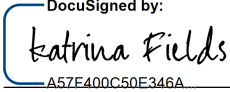
By: 
A57E400C50E346A
Katrina J. Fields
Treasurer

EXHIBIT "C-5"
COMPENSATION

The total compensation, including authorized reimbursements, shall not exceed One Hundred and Fifty Two Thousand Dollars (\$152,000.00) per fiscal year ("Total Compensation") without written approval of City's Representative.