

**CITY OF CORONA
FIFTH AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH TROPICAL PLAZA NURSERY, INC.
(LANDSCAPE MAINTENANCE SERVICES FOR AREAS 1 & 5 (NIB 22-055RH)
PROJECT)**

1. PARTIES AND DATE.

This Fifth Amendment to the Maintenance/General Services Agreement (“Fifth Amendment”) is made and entered into this _____ day of _____, 2025 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 Fifth Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated July 6, 2022 (“Agreement”), whereby Contractor agreed to provide landscape 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 September 7, 2023 (“First Amendment”). City and Contractor entered into that certain Second Amendment to the Maintenance/General Services Agreement on or about August 7, 2024 (“Second Amendment”). City and Contractor entered into that certain Third Amendment to the Maintenance/General Services Agreement on or about September 5, 2024 (“Third Amendment”). City and Contractor entered into that certain Fourth Amendment to the Maintenance/General Services Agreement on or about July 15, 2025 (“Fourth Amendment”).

2.3 Amendment. City and Contractor desire to amend the Agreement for the fifth time to (1) increase Total Compensation to \$760,000.00 per fiscal year; and (2) replace Exhibit “C-2” (Compensation) with Exhibit “C-3” (Compensation).

3. TERMS.

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

"3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursement, 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 **Seven Hundred and Sixty Thousand One Hundred Twenty Six**

Dollars and Twenty Cents (\$760,000.00) per fiscal year (“Total Compensation”) 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 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.

3.3 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 Fifth Amendment.

3.4 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
FIFTH AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
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(LANDSCAPE MAINTENANCE SERVICES FOR AREAS 1 & 5 (NIB 22-055RH)
PROJECT)**

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: Signed by:
Donna Finch

Donna Finch
Community Services Director

Reviewed By: Signed by:
Moses Cortez

Moses Cortez
Parks & Trails Manager

Reviewed By: DocuSigned by:
Yasmin Lopez

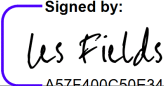
Yasmin Lopez
Purchasing Manager

Attest : _____
Sylvia Edwards
City Clerk

**CONTRACTOR'S SIGNATURE PAGE
FOR
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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.

TROPICAL PLAZA NURSERY, INC.
a California corporation

By:  Signed by:
A67F400C60E346A...
Les Fields
President

By:  Signed by:
A67F400C60E346A...
Tina Fields
Secretary/Treasurer

**EXHIBIT "C-3"
COMPENSATION**

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

Monthly compensation shall not exceed \$63,101.82 without authorized written approval of the of the City's Representative.

New service location Animal Shelter \$1,548.00/month (\$15,576.00/year).

PURSUANT TO SECTION 3.2.12 ABOVE, A PAYMENT BOND VALUED AT ONE HUNDRED PERCENT OF THE "TOTAL COMPENSATION" AMOUNT SPECIFIED IN SECTION 3.3.1 SHALL BE REQUIRED FOR THIS PROJECT.