SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF CORONA AND

ACCENTURE LLP DBA ANSER ADVISORY MANAGEMENT, LLC (AS-NEEDED PROJECT MANAGEMENT SERVICES - CAPITAL IMPROVEMENT PLAN PROJECT)

1. PARTIES AND DATE.

This Second Amendment to the Professional Services Agreement ("Second Amendment") is made and entered into this 1st day of May, 2024 by and between the City of Corona ("City") and Accenture LLP DBA Anser Advisory Management, LLC, a California limited liability partnership ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Second Amendment.

2. RECITALS.

- 2.1 <u>Agreement</u>. City and Consultant entered into that certain Professional Services Agreement dated on or about July 1, 2023 ("Agreement"), whereby Consultant agreed to provide professional as-needed project management services.
- 2.2 <u>Prior Amendments.</u> City and Consultant entered into that certain First Amendment to the Professional Services Agreement on or about January 17, 2024 ("First Amendment").
- 2.3 <u>Amendment</u>. City and Consultant desire to amend the Agreement for the second time to (1) increase the Total Compensation to \$122,000; and (2) replace Exhibit "C" (Compensation) with Exhibit "C-1" (Compensation).

3. TERMS.

- 3.1 <u>Rates & Total Compensation.</u> Section 3.3.1 (Compensation) and Exhibit "C" (Compensation) of the Agreement are hereby deleted in their entirety and replaced with the following:
 - "3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C-1" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred Twenty-Two Thousand Dollars (\$122,000) ("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 <u>Continuing Effect of Agreement</u>. 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.
- 3.3 <u>Adequate Consideration</u>. 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.
- 3.4 <u>Counterparts</u>. 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 SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CORONA AND

ACCENTURE LLP DBA ANSER ADVISORY MANAGEMENT, LLC (AS-NEEDED PROJECT MANAGEMENT SERVICES - CAPITAL IMPROVEMENT PLAN PROJECT)

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: Savat Guamphon CB312E1708E463
Savat Khamphou Public Works Director/City Engineer
Fublic Works Director/City Engineer
Reviewed By: Agyrefac39264407
Kenny Nguyen
CIP Manager/City Engineer
Reviewed By: Uasmin Lopes FEEFBES136B64492
Yasmin Lopez
Purchasing Manager
Attest:
Sylvia Edwards
City Clerk, City of Corona, California

CONSULTANT'S SIGNATURE PAGE FOR SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CORONA AND

ACCENTURE LLP DBA ANSER ADVISORY MANAGEMENT, LLC (AS-NEEDED PROJECT MANAGEMENT SERVICES - CAPITAL IMPROVEMENT PLAN PROJECT)

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ACCENTURE LLP DBA ANSER ADVISORY MANAGEMENT, LLC

a California limited liability partnership

By:

Jonathan Smith

Jonathan Smith Managing Director

EXHIBIT "C-1" COMPENSATION

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

Total Compensation shall not exceed \$122,000 without authorized written approval from the City Representative.

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