

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
PASTILLA INC.
(RFP 22-042AC PROFESIONAL BRANDING SERVICES)**

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement (“First Amendment”) is made and entered into this _____ day of _____, 2023 by and between the City of Corona (“City”) and Pastilla, Inc., a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated May 2, 2022 (“Agreement”), whereby Consultant agreed to provide Professional Branding Services.

2.2 Amendment. City and Consultant desire to amend the Agreement for the first time to 1) extend Agreement Term, 2) increase the total Compensation by \$10,540, and 3) replace Exhibit “A” (Scope of Services) and Exhibit “C” (Compensation) with Exhibit “A-1” (Scope of Services) and Exhibit “C-1” (Compensation), respectively for added services.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from May 2, 2022 to January 19, 2024 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.2 General Scope of Services. Section 3.1.1 and Exhibit “A” (Scope of Services) of the Agreement are hereby deleted in their entirety and replaced with the following:

“3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional communication solution software and services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A-1” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.”

3.3 Rates & Total Compensation. Section 3.3.1 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 and Ten Thousand Dollars and Zero Cents (\$110,000.00) (“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.”

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

3.5 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 First Amendment.

3.6 Counterparts. This First 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
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
PASTILLA INC.
(RFP 22-042AC PROFESIONAL BRANDING SERVICES)**

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

CITY OF CORONA

By: _____
Jacob Ellis
City Manager

Reviewed By: 
DFBCDAD05B334B3...
Shaughn Hull
Chief Communications Officer

Reviewed By: 
F8EEFE3136B4492
Yasmin Lopez
Purchasing Manager

Attest:

Sylvia Edwards
City Clerk

**CONSULTANT'S SIGNATURE PAGE
FOR
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
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AND
PASTILLA INC.
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PASTILLA INC.
a California corporation

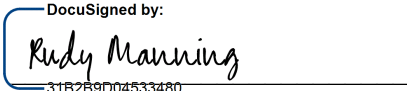
By: 
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Rodolfo Ernesto Manning
CEO

EXHIBIT “A-1” SCOPE OF SERVICES

Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional branding services necessary for the Project. The Services are more particularly described herein.

RESEARCH AND BRAND ASSESSMENT PHASE

Resources involved: Brand Strategist, Art Director & Account Management

1. Discovery Research in the following areas:

- a. Audience Research
- b. Historical Research
- c. Market and Competitive Landscape Analysis
- d. Industry/Trends Research
- e. Design Research
- f. Messaging Research
- g. Current Brand SWOT

2. Community Engagement

- a. Community Engagement Webpage
 - i. City will create the webpage. Agency will provide messaging and copy.
 - b. City Council Presentations
 - i. Project Kick-Off: Educational Presentation, Branding 101 lesson, Review Timeline, Goals, and Desired Objectives, Ask for initial feedback
 - c. Interviews/Focus Groups
 - i. 50 Total Key Stakeholder On-on-One Interviews
 1. City Staff Members
 2. Community Leaders/Influencers
 - d. Community Survey
 - i. Define Format & Criteria for Participants
 - ii. Generate list of questions for client approval
 - iii. Gather stakeholder perceptions and input
 - e. Community Meetings/Workshops
 - i. One meeting in on a weekday evening
 - ii. One meeting on a Saturday morning
 - iii. One meeting in Spanish
 - f. Pop Up Engagements
- #### **3. Compilation of Research Findings**
- a. Research Findings Report
 - i. Analyze Data and Present Findings
 - ii. Deliver digital copy of results

- b. City Council Presentation
 - i. Brand Assessment Presentation, Report Research and ask for additional feedback
- 4. City Review and Approval of Findings, Recommendations, and Phase Completion

BRAND DEVELOPMENT

Resources involved: Brand Strategist & Account Management

- 1. Brand Strategy**
 - a. Brand Strategy Workshop with Internal Creative Team
- 2. Community Engagement**
 - a. Community Brand Strategy Creative Workshop
- 3. Develop Brand Strategy which defines Corona's primary audiences, brand and regional values, personality, and ultimately identifies a place-brand strategy for Corona's position as an desirable destination for living and working, as well as a source of pride for residents. This includes the following steps, with two rounds for revision:**
 - a. Unique Value Proposition
 - b. Target Audience Profiles
 - c. Key Emotional Benefit
 - d. Brand Ladder
 - e. Brand Essence
 - f. Brand Promise
 - g. Brand Value
 - h. Brand Voice and Tone
- 4. Once Brand Strategy is approved, build a Messaging Strategy that includes:**
 - a. Messaging House
 - b. Word Bank
 - c. Tagline
 - d. Positioning Statement
 - e. Boilerplate Copy
 - f. Manifesto
- 5. City Review and Approval of Brand and Messaging Strategy**
- 6. City Council Brand Platform Presentation**

BRAND IMPLEMENTATION

Resources involved: Art Director, Creative Director, Senior/Junior Designer & Account Management

- 1. Create and Present 3 to 5 Art Direction Moodboards for Presentation & Stakeholder Selection**
- 2. Create Brand Image, or Brand Identity, that can be easily and effectively utilized across all appropriate communications platforms. This includes the following:**
 - a. Logo Design
 - b. City Seal Refresh
 - c. Typography and Layout Design
 - d. Graphic Elements (Shapes, patterns, systems, etc)
 - e. Photography Style
 - f. Application Examples and Mockups
- 3. Document Brand Platform, Guidelines, and Implementation**
 - a. Brand Standards Guidelines which typically includes:
 - b. All the identity rules, systems, and guidelines
 - c. Logo size, mandatory white space and both correct/incorrect usage examples
 - d. Logo with an explanation of what it represents
 - e. Co-branding guidelines
 - f. City Departments Logo Treatment and Wordmark
 - g. Possible applications and compositions to show usage of the identity
 - h. Typography guidelines and rules may consist of different typefaces for web and print. Frequently composed of more than one typeface, usually differentiating headlines from body text
 - i. Brand colors broken down into color palette hierarchy – primary and secondary palettes, together with their technical characteristics (Pantone, RGB, CMYK values)
 - j. Application examples that show how the identity system should be applied on stationery, signage, digital, web use, etc.
 - i. Websites
 - ii. Social Media
 - iii. Digital Advertising
 - iv. Email Marketing
 - v. Live Broadcast
 - vi. Physical Signage
 - vii. Mailers
 - viii. PowerPoint Template
 - ix. Business Cards
 - x. Letterhead
 - xi. Promotional Items
 - xii. Email Signature
 - xiii. Other Applications
- 4. Finalize and Develop Creative Toolkit of Workable Files and Templates**
 - a. Creative Team / Social Media Team Training
 - i. Overview and Training on Deliverables

- b. City Staff Training
 - i. Brand Platform presentation. “You are Corona brand.” Presentation will equip each member to represent the brand properly and consistently in all visual and verbal communications.
- c. Deliver Workable Files/Templates
 - i. Workable Files and Templates like Logo, City Seal, Tagline, Image Standards, Typography, PowerPoint Template, Moodboards, etc.
Stakeholder Approval of Phase Completion

ADD SERVICE 1

CITY SEAL REVISIONS AND REFINEMENTS

1. Creative Illustration / Design

Sketching, revisions, and refinements for the three illustration requests. Consultant will approach each need with multiple sketches/variations, all while ensuring, testing for size, scale, and legibility.

Consultant will present the first round of the variations without color for final selection, then apply a color round. City stakeholders will have 4 rounds of revisions overall in the scope below.

- a. Scoped deliverables:
 - Final City Seal File (Color version & Black and White version)
- b. Scoped services:
 - Creative direction
 - Illustration/design
 - Presentation/Meetings

2. Management Support

- a. Scoped services:
 - Account Management
 - Project Management
 - Billing

EXHIBIT "C-1" COMPENSATION

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

Role	Principle	3-Tier Rate
Creative Director	Rudy Manning	\$225.00
Account Manager	Kaitlin Hook	\$75.00
Project Manager	Isbah Ahsan	\$75.00
Art Director	Youna Jang	\$150.00
Sr. Graphic & UX/UI Designer	Gabriel Cespedes	\$150.00
Designer	Bella Wang	\$150.00
Brand Strategist	Tyron Akal	\$225.00
Messaging Strategist	Tyron Akal	\$225.00
Research & Analysis		\$75.00
Graphic Design		\$150.00
Production Artist		\$150.00
Photographer		\$150.00
Videographer		\$150.00
Translation		\$75.00
Office & HR Management		\$75.00

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Research and Brand Assessment	\$23,925
<i>Audit, Insights & Documentation</i>	\$4,875
<i>Qualitative & Quantitative Audience Research</i>	\$19,050
Brand Development	\$21,419
<i>Brand Strategy (Brand Positioning)</i>	\$11,050
<i>Messaging Strategy</i>	\$6,019
<i>Day-to-Day Support</i>	\$4,350
Brand Implementation	\$50,475
<i>Brand Identity (Brand Image)</i>	\$26,175
<i>Workable Files - Brand Guidelines & Creative Toolkit</i>	\$10,800
<i>Workable Files - Templates (eg. PowerPoint slide deck)</i>	\$7,275
<i>Staff Training & Documentation</i>	\$2,475
<i>Day-to-Day Support</i>	\$3,750
Total	\$95,819

Phase	Tasks	Resource	Labor-Hour Allocation	Rate	Projected Cost	Est. Cost for Phase
Research & Brand Assessment	Audit, Insights & Documentation	Creative Director	4	\$225.00	\$900.00	\$4,875
		Brand Strategist	13	\$225.00	\$2,925.00	
		Art Director	3	\$150.00	\$450.00	
		Account Management	8	\$75.00	\$600.00	
	Qualitative & Quantitative Audience Research	Creative Director	7	\$225.00	\$1,575.00	\$19,050
		Brand Strategist	28	\$225.00	\$6,300.00	
Art Director		7	\$150.00	\$1,050.00		
		Account Management	15	\$75.00	\$1,125.00	
Brand Development	Brand Strategy	Creative Director	14	\$225.00	\$3,150.00	\$11,050
		Brand Strategist	16	\$225.00	\$3,600.00	
		Art Director	22	\$150.00	\$3,300.00	
	Messaging Strategy	Brand Strategist/Writer	26.75	\$225.00	\$6,018.75	\$6,019
	Day to Day Support	Account Management	58	\$75.00	\$4,350.00	\$4,350
Brand Implementation	Brand Identity (Brand Image)	Creative Director	13	\$225.00	\$2,925.00	\$26,175
		Brand Strategist	12	\$225.00	\$2,700.00	
		Art Director	32	\$150.00	\$4,800.00	
		Designer	40	\$150.00	\$6,000.00	
		Designer	65	\$150.00	\$9,750.00	
	Workable Files - Brand Guidelines & Creative Toolkit	Art Director	26	\$150.00	\$3,900.00	\$10,800
		Designer	31	\$150.00	\$4,650.00	
		Project Manager	30	\$75	\$2,250.00	
	Workable Files - Templates (eg. PowerPoint slide deck)	Art Director	15	\$150.00	\$2,250.00	\$7,275
		Designer	26	\$150.00	\$3,900.00	
		Project Manager	15	\$75	\$1,125.00	
Staff Training & Documentation	Brand Strategist	11	\$225.00	\$2,475.00	\$2,475	
Day to Day Support	Account Manager	50	\$75	\$3,750.00	\$3,750	

ADD SERVICE 1- ESTIMATED COST RANGE:

ESTIMATED TOTAL		\$6,630 - \$10,540
Creative	<p>Illustration / Design</p> <p>Sketching, revisions, and refinements for the three illustration requests. Our team will approach each need with multiple sketches/variations, all while ensuring we're testing for size, scale, and legibility.</p> <p>We will present a first round of the variations without color for final selection, and then apply a color round. CORONA stakeholders will have 3-4 rounds of revisions overall in the scope. (4 rounds reflects higher end)</p> <p>Scoped deliverables:</p> <ul style="list-style-type: none"> Final City Seal File (Color version & Black and White version) <p>Scoped services:</p> <ul style="list-style-type: none"> Creative direction Illustration/design Presentation/Meetings 	\$6,155 - \$9,590
Management	<p>Support</p> <p>Scoped services:</p> <ul style="list-style-type: none"> Account Management Project Management Billing 	\$475 - \$950