

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA
AND
HINDERLITER DE LLAMAS AND ASSOCIATES**

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 Hinderliter De Llamas and Associates, 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 August 16, 2021 (“Agreement”), whereby Consultant agreed to provide Sales, Transaction and Use Tax Consulting Services.

2.2 Amendment. City and Consultant desire to amend the Agreement for the first time to increase the Compensation by \$320,000 for fiscal year ending June 30, 2024. Compensation shall adjust to \$250,000 per fiscal year beginning July 1, 2024 for all term extensions authorized under this Agreement by the City.

3. TERMS.

3.1 Rates & Total Compensation. Section 3.3.1 (Rates & Total Compensation) of the Agreement is hereby deleted in its 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. The total compensation, including authorized reimbursements, shall not exceed Four-Hundred Twenty Thousand Dollars (\$420,000) for fiscal year 2024, and shall adjust to Two-Hundred and Fifty Thousand Dollars (\$250,000) per fiscal year beginning July 1, 2024 (“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 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.

3.3 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 First Amendment.

3.4 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 HINDERLITER DE LLAMAS AND ASSOCIATES**

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

DocuSigned by:

By: AF6AA49B0BD44F7
Kim Sitton
Finance Director

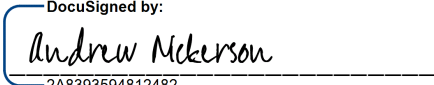
DocuSigned by:

Reviewed By: AB7437D2D4E5448
Julie Kennicutt
Budget Manager

Attest: _____
Sylvia Edwards, City Clerk
City of Corona, California

**CONSULTANT'S SIGNATURE PAGE
FOR
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND HINDERLITER DE LLAMAS AND ASSOCIATES**

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.

Hinderliter De Llamas and Associates
a California corporation

By: 
2A8393594812482...
Andy Nickerson
CEO

By: 
C2134C7656B7443...
Gary Lott
COO