SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF CORONA AND Z&K CONSULTANTS, INC. (TEMPORARY PROFESSIONAL STAFFING SERVICES)

1. PARTIES AND DATE.

This Second Amendment to the Professional Services Agreement ("Second Amendment") is made and entered into this 3rd day of April 2024 by and between the City of Corona ("City") and Z&K Consultants, Inc. ("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 November 2, 2022 ("Agreement"), whereby Consultant agreed to provide Temporary Professional Staffing Services.
- 2.2 <u>Prior Amendments.</u> City and Consultant entered into that certain First Amendment to the Professional Services Agreement on or about August 17, 2023 ("First Amendment").
- 2.3 <u>Amendment</u>. City and Consultant desire to amend the Agreement for the second time to amend the Rates & Total Compensation section.

3. TERMS.

- 3.1 <u>Rates & Total Compensation.</u> Section 3.3.1 (Compensation) of the Agreement and First Amendment 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 for in Exhibit "C-1" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000) ("Total Compensation") per fiscal year 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 <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 OF CORONA

CITY'S SIGNATURE PAGE FOR SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CORONA AND Z&K CONSULTANTS, INC. (TEMPORARY PROFESSIONAL STAFFING SERVICES)

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.

By: Jacob Ellis City Manager Reviewed By: **Brett Channing** Assistant City Manager DocuSigned by: Reviewed By: Tom Moody Director of Utilities DocuSigned by: Reviewed By: Katie Hockett Assistant Director of Utilities DocuSigned by: aftab Hussain Reviewed By: Aftab Hussain Maintenance Manager DocuSigned by: Reviewed By: Yasmin Lopez

Purchasing Manager

CONSULTANT'S SIGNATURE PAGE FOR SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CORONA AND Z&K CONSULTANTS, INC. (TEMPORARY PROFESSIONAL STAFFING SERVICES)

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.

Z&K CONSULTANTS, INC.

a California corporation

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By:

By:

Crystal Faqih

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President

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Chief Financial Officer