

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF CORONA
AND
HICKS AND HARTWICK, INC.
(LAND DEVELOPMENT PLAN CHECK SERVICES)**

1. PARTIES AND DATE.

This Second Amendment to the Professional Services Agreement ("Second Amendment") is made and entered into this 17th day of August, 2022 by and between the City of Corona ("City") and Hicks and Hartwick, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Second Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated July 1, 2020 ("Agreement"), whereby Consultant agreed to provide land development plan check services on an as-needed basis.

2.2 Prior Amendments. City and Consultant entered into that certain First Amendment to the Professional Services Agreement dated September 1, 2021 ("First Amendment").

2.3 Amendment. City and Consultant desire to amend the Agreement for the second time to (1) extend the Term of the Agreement through June 30, 2023; and (2) increase the compensation during the Term extension period to two hundred fifty thousand dollars.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement, as amended by the First Amendment, is hereby deleted in its entirety and replaced with the following:

"3.1.2 Term. The term of this Agreement shall be from July 1, 2020 to June 30, 2023 ("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 Rates & Total Compensation. Section 3.3.1 of the Agreement, as amended by the First Amendment, 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 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 Two Hundred Fifty Thousand Dollars (\$250,000) per fiscal year (“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.

3.3 Continuing Effect of Agreement. 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.

3.4 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 Second Amendment.

3.5 Counterparts. 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
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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:

Joanne Coletta
Planning and Development Director

Reviewed By:

Chris Horn
Senior Engineer

Reviewed By:

Scott Briggs
Acting Purchasing Manager

Attest:

Sylvia Edwards, City Clerk
City of Corona, California

**CONSULTANT'S SIGNATURE PAGE
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Hicks and Hartwick, Inc.
a California corporation

By: _____
Matthew C. Hicks
President and Secretary