FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF CORONA AND INTERWEST CONSULTING GROUP, INC.

1. PARTIES AND DATE.

This **First** Amendment to the Professional Services Agreement ("**First** Amendment") is made and entered into this **18**th day of **March**, **2020** by and between the City of Corona ("City") and **Interwest Consulting Group**, **Inc.**, a **Colorado Corporation** ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this **First** Amendment.

2. RECITALS.

- 2.1 <u>Agreement</u>. City and Consultant entered into that certain Professional Services Agreement dated **August 21, 2019** ("Agreement"), whereby Contractor agreed to provide **plan check consulting, inspection, code enforcement, and on-site staffing services** through **June 30, 2022**.
- 2.2 <u>Amendment</u>. City and Consultant desire to amend the Agreement for the **First** time in order to (1) increase compensation to \$600,000 per fiscal year through **June 30, 2022**: (2) to replace Exhibit "C" with Exhibit "C-1" Compensation

3. TERMS.

- 3.1 <u>Fees and Payments</u>. 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 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 **Six Hundred Thousand Dollars (\$600,000) per fiscal year** ending June 30, 2022 ("Total Compensation"), 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."
- 3.3 <u>Continuing Effect of Agreement</u>. Except as amended by this **Frist** 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.

- 3.4 <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 **First** Amendment.
- 3.5 <u>Counterparts.</u> 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]

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CITY OF CORONA

CITY'S SIGNATURE PAGE FOR

CITY OF CORONA FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST CONSULTING GROUP, INC.

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.

By:	
•	Jacob Ellis
	City Manager
By:	
	Joanne Coletta
	Community Development Director
Reviev	v:
	Chris Milosevic
	Building Official/Building Inspection Manager
Review	v:
	Scott Briggs
	Purchasing Specialist V
Attest:	
	Sylvia Edwards
	City Clerk

CONTRACTOR'S SIGNATURE PAGE FOR

CITY OF CORONA FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST CONSULTING GROUP, INC.

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.

Interwest Consulting Group, Inc. a Colorado Corporation

By:	DocuSigned by: 38D1B17EE8FD4E4 Signature
	Terry Rodrigez
	Name
	CEO Title (President, CEO, Vice President)
By:	DocuSigned by: Signature
	D. Thorson
	Name
	CF0
	Title (CFO, Treasurer, Secretary)

EXHIBIT "C-1"

COMPENSATION

The Total Compensation shall not exceed \$600,000 without authorized written approval of the City's Representative.

Consultant fees shall be split in the following manner: 55% of fees to Consultant; 45% of fees to the City.

RATE TABLE

CLASSIFICATION	HOURLY BILLING RATE
Plan Review Engineer	\$135
Plans Examiner	\$100
CASp Specialist	\$95
Building Inspector	\$80 - \$95
Permit Technician	\$65 - \$75
Housing Inspector/Code Enforcement	\$85
Fire Plans Examiner	\$100
Fire Protection Engineer	\$135
Fire Inspector	\$95
Approved Overtime	140% of above listed rates

5 (BB&K: 9-10)