

**FOURTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
HDL SOFTWARE LLC.**

1. PARTIES AND DATE.

This Fourth Amendment to the Professional Services Agreement ("Fourth Amendment") is made and entered into this 7th day of July 2021 by and between the City of Corona ("City") and HDL Software LLC., a California Limited Liability Company ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Fourth Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated October 19, 2016 ("Agreement"), whereby Consultant agreed to provide business license program services.

2.2 Prior Amendments. City and Consultant entered into that certain First Amendment to the Professional Services Agreement on or about June 12, 2018 ("First Amendment"). City and Consultant entered into that certain Second Amendment to the Professional Services Agreement on or about September 16, 2019 ("Second Amendment"). City and Consultant entered into that certain Third Amendment to the Professional Services Agreement on or about October 12, 2020 ("Third Amendment").

2.3 Amendment. City and Consultant desire to amend the Agreement for the Fourth time to (1) extend the term of the Agreement through June 30, 2022; and (2) revise compensation to \$250,000 for fiscal year ending June 30, 2022.

3. TERMS.

3.1 Term. Section 3.1.2 (Term) of the Agreement and the amendments are hereby deleted in their entirety and replaced with the following:

" 3.1.2 Term. The term of this Agreement shall be from **October 19, 2016 to June 30, 2022** ("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 Compensation. Section 3.3.1 (Compensation) of the Agreement and the amendments, 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 the Agreement at the rates set forth in Exhibit “C-3” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Two Hundred Fifty Thousand Dollars (\$250,000)** during 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 Continuing Effect of Agreement. Except as amended by this Fourth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fourth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Fourth 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 Fourth Amendment.

3.5 Counterparts. This Fourth 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 FOURTH AMENDMENT TO
THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
HDL SOFTWARE LLC.**

IN WITNESS WHEREOF, the Parties have entered into this Fourth Amendment to the Professional Services Agreement as of the 7th day of July 2021.

CITY OF CORONA

By: 
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Jacob Ellis
City Manager

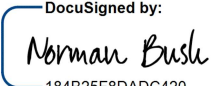
Attested by: _____
Sylvia Edwards
City Clerk

Reviewed By:


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Kim Sitton
Finance Director

Reviewed By:



184B25F8DADG420...

Norman Bush
Purchasing Manager

**CONSULTANTS'S SIGNATURE PAGE FOR FOURTH AMENDMENT TO
THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
HDL SOFTWARE LLC.**

IN WITNESS WHEREOF, the Parties have entered into this Fourth Amendment to the Professional Services Agreement as of the 7th day of July 2021.

HDL Software LLC
a California Limited Liability Company

By:  _____
Robert Gray
President