

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

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

1. PARTIES AND DATE.

This Third Amendment to the Professional Services Agreement (“Third Amendment”) is made and entered into this 14th day of May, 2025 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 Third Amendment.

2. RECITALS.

2.1 Agreement. 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 Prior Amendments. City and Consultant entered into that certain First Amendment to the Professional Services Agreement on or about August 17, 2023 (“First Amendment”). City and Consultant entered into that certain Second Amendment to the Professional Services Agreement on or about April 3, 2024 (“Second Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the third time to (1) extend the Term of the Agreement through June 30, 2027; (2) increase Total Compensation to \$160,000 per fiscal year and (3) replace Exhibit “C-1” (Compensation) with Exhibit “C-2” (Compensation).

3. TERMS.

3.1 Term. Section 3.1.2 (Term) of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from November 2, 2022 to June 30, 2027 (“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 3.5.8 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 (Rates & Total Compensation) and Exhibit “C-1” (Compensation) of the Agreement, as amended by the Second 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-2” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred Sixty Thousand Dollars (\$160,000) (“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 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Third 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 Third Amendment.

3.4 Counterparts. This Third 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
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 Third Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: _____
Tom Moody
Utilities Director

Reviewed By:  _____
Katie Hockett
Assistant Utilities Director

Reviewed By:  _____
Yasmin Lopez
Purchasing Manager

Attest: _____
Syliva Edwards, City of Corona
City Clerk

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

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

Z&K CONSULTANTS, INC.
a California corporation

By: 
Crystal Faqih
President

By: 
Zack Faqih
Chief Financial Officer

**EXHIBIT “C-2”
(COMPENSATION)**

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

Hourly Rate:

Project Administrator/Administrative Analyst: \$140