

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA  
AND  
ADVANCED APPLIED ENGINEERING, INC.  
DBA INFRASTRUCTURE ENGINEERS  
(TEMPORARY STAFFING IN PLANNING DEPARTMENT)**

**1. PARTIES AND DATE.**

This First Amendment to the Professional Services Agreement (“First Amendment”) is made and entered into this 15<sup>th</sup> day of June, 2022 by and between the City of Corona (“City”) and Advanced Applied Engineering, Inc., DBA Infrastructure Engineers, a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated on or about January 27, 2022 (“Agreement”), whereby Consultant agreed to provide Temporary Staffing Services within the Planning and Development Department.

2.2 Amendment. City and Consultant desire to amend the Agreement for the first time to (1) amend the General Scope of Services section and replace Exhibit “A” (Scope of Services) with Exhibit “A-1” (Scope of Services); (2) extend the term of the agreement; (3) amend the Schedule of Services section and replace Exhibit “B” (Schedule of Services) with Exhibit “B-1” (Schedule of Services); and (4) increase the Total Compensation to \$300,000.

**3. TERMS.**

3.1 Scope of Services. Section 1.1.1 3.1.1 (General Scope of Services) and Exhibit “A” (Scope of Services) of the Agreement are hereby deleted in their entirety and replaced with the following:

“3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Temporary Staffing consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A-1" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.”

3.2 Term. Section 1.1.2 (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 January 27, 2022 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").”

3.3 Schedule of Services. Section 3.2.2 (Schedule of Services) and Exhibit “B” (Schedule of Services) of the Agreement are hereby deleted in their entirety and replaced with the following:

“3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B-1” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.”

3.4 Rates & Total Compensation. Section 3.3.1 (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 for in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Three Hundred Thousand Dollars (\$300,000) (“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.”

3.5 Continuing Effect of Agreement. Except as amended by this First 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.

3.6 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 First Amendment.

3.7 Counterparts. 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]**

**CITY'S SIGNATURE PAGE FOR FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND  
ADVANCED APPLIED ENGINEERING, INC.  
DBA INFRASTRUCTURE ENGINEERS  
(TEMPORARY STAFFING IN PLANNING DEPARTMENT)**

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.

**CITY OF CORONA**

By: \_\_\_\_\_  
Jacob Ellis  
City Manager

Reviewed By: \_\_\_\_\_  
Roger Bradley  
Assistant City Manager

Reviewed By: \_\_\_\_\_  
Joanne Coletta  
Planning & Development Director

Reviewed By: \_\_\_\_\_  
Scott Briggs  
Acting Purchasing Manager

*Attest:* \_\_\_\_\_  
Sylvia Edwards  
City Clerk

**CONSULTANT'S SIGNATURE PAGE FOR FIRST AMENDMENT TO  
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AND  
ADVANCED APPLIED ENGINEERING, INC.  
DBA INFRASTRUCTURE ENGINEERS  
(TEMPORARY STAFFING IN PLANNING DEPARTMENT)**

**ADVANCED APPLIED ENGINEERING, INC. DBA INFRASTRUCTURE  
ENGINEERS**  
a California Corporation

By: \_\_\_\_\_  
Sid Jalal Mousavi  
Chief Executive Officer

By: \_\_\_\_\_  
Farzad Dorrani  
Secretary

## **EXHIBIT "A-1"**

### **SCOPE OF SERVICES**

#### **Project Description**

The City of Corona is seeking a qualified consultant to provide interim professional staffing services for the purpose of reviewing and processing development applications and providing a high level of customer service in the City's Planning Division. The consultant shall have demonstrated experience and knowledge of the Planning Profession within a local government agency, and the ability to review and processing of applications on behalf of a local municipal government.

The contracted consultant shall augment City staff with the personnel necessary to ensure the City's Planning Division is capable of providing a high level of customer service to the general public, internal staff, and applicants, and is able to comply with State mandates and annual reporting deadlines. The need for staff augmentation is driven by unexpected or unavoidable shortages in the Planning Division staff, which including a recently vacated position, extended leave, and short-term leave resulting from illness, including but not limited to COVID-19 related quarantines.

The contracted professional services firm shall provide staff to implement City of Corona Municipal Code Title 17 (Zoning Ordinance), Title 16 (Subdivisions), and when applicable, Chapter 5.36 (Commercial Cannabis). The provided staff will principally be responsible for reviewing and evaluating submitted land development proposals, preparing staff reports, presenting staff reports, returning Zoning Code inquiries, and assisting at the front counter. Additional responsibilities may Zoning Code and/or Specific Plan amendments, and assisting with the preparation of the City's General Plan Annual Progress Report to the California Department of Housing & Community Development (HCD), an annual Water Quality Efficiency Ordinance (WELO) report to the California Department of Water Resources (DWR), and/or an annual Housing Unit Survey report to the California Department of Finance (DOF).

#### **Scope of Work**

##### *Duration*

Professional services are necessary to assist the City Planning Division during its interim staffing shortage, which is expected to last nine (9) to twelve (12) months.

##### *Staffing Levels*

City staff expects the consultant to provide at least one full-time "associate" level planner to assist with the day-to-day duties of the Planning Division. However, the City may request or require the services of additional "associate" level planners, or require a "senior" or "assistant" level planner in lieu of an "associate" level planner. The determination of staffing needs will be assessed based on the volume of work submitted or otherwise required of the City, as well as the continued or increased vacancies or outage of existing budgeted planner positions.

### Start Date

The City is currently experiencing staffing shortages without a decrease in workload. Augmentation of city staff is currently needed. The selected qualified consultant will be able to provide immediate assistance and full-time staffing following contract execution.

### Assigned Duties and Expectations

Upon contract execution, the consultant shall assign staff to the City of Corona. Staff shall:

1. Work on-site (City Hall) and remotely, as determined by the Community Development Director.
2. Comply with all on-site rules and regulations, including but not limited to compliance with state and local COVID-19 public health measures, such facemasks, social distancing, hand washing, and quarantining if contracting or being exposed to COVID-19.
3. Report to the City of Corona Planning Manager; receive direction from the Planning & Development Department Director and Planning Manager, and receive direction and supervision by the City's Senior Planner.
4. Provide weekly status updates to the Planning Manager and Senior Planner, as determined necessary.
5. Participate in meetings with other City staff or applicants, both in person and remotely/virtually using MS Teams, Zoom, Google Meet, GoToMeeting, and other known platforms.
6. Prepare letters, memos, e-mails, faxes and similar correspondence.
7. Interface directly and indirectly with applicants, city staff and the public, and respond to staff and public inquiries, complaints and directives related to Title 16 (Subdivisions) and Title 17 (Zoning), including but not limited to correspondence by e-mail, telephone, in person and at the front counter.
8. Review submitted development proposals for completeness and compliance with development standards and regulations. Development proposals may include, but are not limited to, applications for Development Plan Review, Precise Plans, Zone Changes, General Plan Amendments, Specific Plan Amendments, Conditional Use Permits (Major/Minor), Variances (Major/Minor), Special Use Permits, Temporary Use Permits, Sign Permits, Zoning Administrator items, Board of Zoning Adjustment items, Architectural Review Board items, etc.
9. Evaluate land use and site/floor plans of submitted development applications, and prepare a report related to a proposal's design and potential impacts, and compliance with code.
10. Evaluate land use and development proposals for conformance with the California Environmental Quality Act (CEQA); evaluate supporting environmental documents, such as traffic analysis, biological reports, air quality assessments, noise analysis, etc.; and prepare negative declarations (ND), mitigated negative declarations (MND), and notices of exemption (NOE) when applicable.

11. Distribute application materials to other divisions, departments, and the independent review panel facilitator, and coordinate internally to ensure timely responses by all divisions and departments during the application review process.
12. Other professional planning tasks and duties as may be assigned to provide high quality customer service on behalf of the Planning Division, and as needed to implement Titles 16 and 17 of the Corona Municipal Code.

**EXHIBIT "B-1"**  
**SCHEDULE OF SERVICES**

Consultant shall complete the Services within the Term of this Agreement and shall meet any other schedules and deadlines established by City's Representative.

Consultant is necessary to assist the City during a period of staff shortage, which is expected to last nine (9) to twelve (12) months.