



City of Imperial Beach

AMENDMENT #2 TO AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment #2 to the Professional Services Agreement ("AMENDMENT #2") is entered into this ____ day of _____, 2024 by and between the CITY OF IMPERIAL BEACH (hereinafter referred to as "CITY") and Hinderliter, de Llamas and Associates (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

RECITALS

WHEREAS, on October 8, 2018, the CITY entered into a Professional Services Agreement with CONSULTANT for as-needed and on-call services for the review and processing of cannabis related businesses services/applications ("AGREEMENT"); and

WHEREAS, under the AGREEMENT, CONSULTANT agreed to perform the services as provided in the AGREEMENT; and

WHEREAS, on January 5, 2021, the CITY and CONSULTANT entered into Amendment #1 to the AGREEMENT to modify the scope of services in the AGREEMENT and the rates to be charged ("Amendment #1"); and

WHEREAS, the CITY has used the on-call services of CONSULTANT since entry into the AGREEMENT and intends to continue to use such professional services, but there is a need to modify the scope of services and rates as shown in Amendment #1.

NOW, THEREFORE, the PARTIES hereby mutually covenant and agree to the following AMENDMENT #2 to the AGREEMENT:

1. Subsections A and D of Section 2 of the AGREEMENT and Amendment #1 are hereby amended to reflect the Scope of Services as shown in Exhibit A attached to this AMENDMENT #2 and CONSULTANT shall be paid for the services shown in Exhibit A to this AMENDMENT #2 at the rates shown in Exhibit A to this AMENDMENT #2.
2. Section 15 INDEMNITY is replaced in its entirety with the language below:

INDEMNIFICATION.

With the exception of any claims resulting from the willful misconduct of Consultant, City shall indemnify, hold harmless, and defend Consultant (including its officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from City's use of the work products provided by Consultant under this Agreement.

3. The first sentence of Section 16 TERMINATION is revised to read as follows:

TERMINATION.

Either PARTY may terminate this Agreement at any time for any reason by giving thirty (30) calendar days written notice to the other PARTY of such termination and specifying the effective date thereof at least thirty (30) calendar days before the effective date of such termination.

4. Except as modified by this AMENDMENT #2, all other terms and conditions of the AGREEMENT and Amendment #1 shall remain in full force and effect.

IN WITNESS WHEREOF the PARTIES hereto have executed this AMENDMENT #2 on the day and year first hereinabove written.

CONSULTANT:
Hinderliter, de Llamas and Associates

CITY OF IMPERIAL BEACH,
A municipal corporation

Tyler Foltz, City Manager

APPROVED AS TO CONTENT:

DRAFT