

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN THE CITY OF UPLAND
AND
INTERWEST CONSULTING GROUP, INC.**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES (the "First Amendment") is made as of the 23rd day of October 2023, by and between the City of Upland (the "City"), and Interwest Consulting Group, Inc. a Colorado corporation (the "Consultant"). Collectively, City and Consultant are referred to as the "Parties" in this Agreement.

WITNESSETH THAT:

WHEREAS, City and Consultant previously entered into an Agreement for Professional Consultant Services dated June 13, 2022 (the "Agreement") for the service delivery period of July 1, 2022 to June 30, 2025 (the "Term"); and

WHEREAS, compensation for the first year of the Agreement was not to exceed the sum of \$230,000.00; and

WHEREAS, pursuant to the Agreement, budget allotments for years two (FY 2023-24) and three (FY 2024-2025) were to be addressed annually as an amendment to the Agreement, upon mutual written consent; and

WHEREAS, pursuant to the Agreement, during the Term the Consultant is to provide a variety of professional services in support of the City's Development Services Department primarily related to Building Official, Building Plan Check, Building Inspection, and Permit Technician related activities, as set forth in within Exhibit "A" to the Agreement; and

WHEREAS, Consultant's services and charges are provided on an as-needed hourly basis in response to the demand for such services and are to be in accordance with the fee schedule and applicable hourly CPI increase, not to exceed 4% each fiscal year within the term of the Agreement; and

WHEREAS, to ensure that Consultant's services continue on an uninterrupted basis, it is necessary to amend the Agreement to provide one year of compensation for FY2023-24; and

WHEREAS, Consultant's costs are included within the City's FY 2023-2024 adopted budget; and

WHEREAS, the Parties desire and intend to amend the Agreement concerning compensation to be paid to Consultant for the second year (FY 2023-24) of the Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the Parties agree as follows:

Section 1. Amendment of Section 2.

Section 2 of the Agreement is amended by adding the following at the end of subsection b.: "In no event shall the total amount paid for services rendered by Consultant for the second year (FY 2023-24) of this Agreement exceed the sum of \$249,000."

Section 2 of the Agreement is further amended by adding the following at the end of subsection c.: "For the second year (FY 2023-24) of this Agreement, the City Manager may approve Additional Work, as further defined in Section 3, up to ten percent (10%) of the amount of the Agreement or twenty-four thousand nine hundred dollars (\$24,900.00). In no event shall the total sum of the Agreement (original compensation amount and Additional Work) exceed two-hundred seventy-three thousand nine hundred dollars (\$273,900). Any additional work in excess of this amount shall be approved by the City Council."

Section 2. Reaffirmation of Remaining Provisions.

All provisions of the Agreement not amended pursuant to this First Amendment shall remain in full force and effect.

(Signatures on Following Page)

IN WITNESS WHEREOF, the City and Consultant have approved this First Amended Agreement effective the day and year above written.


CITY:

CONSULTANT:

City of Upland

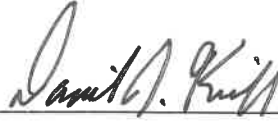
Interwest Consulting Group, Inc.

By: 
Michael Blay,
City Manager


By: 
Its: President
Printed Name: Paul Meschino

ATTEST:

By: 
Keri Johnson,
City Clerk

By: 
Its: ASSISTANT SECRETARY
Printed Name: DAVID J. KNIFF

APPROVED AS TO FORM:

By: 
Stephen Deitsch,
City Attorney