

FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

This Amendment No. 1 to the Agreement for Professional Consultant Services (“Amendment”) is entered into as of January 25, 2025 (“Effective Date”), by and between CITY OF UPLAND, a California municipal corporation (“City”), and DAVID TAUSSIG AND ASSOCIATES, INC. DBA DTA., a California Corporation (“Consultant”). Consultant and City are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Consultant and City executed that certain Agreement for Professional Consultant Services with an effective date of December 13, 2021 (“Master Agreement”), to prepare a Comprehensive Development Impact Fee Study (“Study”); and

WHEREAS, Consultant and City now desire to amend the Master Agreement to provide additional compensation for work outside of the original project scope which includes preparation of responses to public comments received regarding the Study in an amount not-to-exceed \$3,200.

WHEREAS, the Parties now desire to amend the Agreement in order to extend the Term of the Agreement through February 28, 2025.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 1 and the Agreement, the Parties mutually agree as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are hereby incorporated herein by this reference.
2. Amendment to Section 2(b) of the Master Agreement. The first sentence of Section 2(b) of the Master Agreement shall be amended to read as follows:

“In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of sixty thousand four hundred dollars (\$60,400), inclusive of incidental out-of-pocket costs subject to prior approval by the City.”

3. Amendment to Section 3 of the Master Agreement. Additional work shall be performed by the Consultant to prepare responses to public comments received regarding the Study.

4. Amendment to Section 5 of the Master Agreement. The first sentence of Section 5 of the Master Agreement shall be amended to read as follows:

“The term of this Agreement shall be from the Effective Date and continuing through February 28, 2025, unless earlier terminated as provided herein.”

5. Full Force. All the remaining terms and conditions of the Agreement not amended by this Amendment No. 1, including without limitation the indemnity and insurance provisions, shall remain unchanged and in full force and effect.

6. Authority to Sign and Bind. Each person signing this Amendment No. 1 on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment No. 1 is binding on and enforceable against such Party.

7. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, City and Consultant have executed this Amendment No. 1 effective on the day and year first above written.

CITY OF UPLAND
a California municipal corporation

Signed by:
By: Bill Velto
E-35F326490F54B4...
Bill Velto, Mayor

ATTEST:

DocuSigned by:
By: Keri Johnson
F421A8F85BE347A...
Keri Johnson, City Clerk

APPROVED AS FORM:

Signed by:
By: Stephen Deitsch
9328570F8DB648E...
Stephen Deitsch, City Attorney

CONSULTANT
David Taussig and Associates, Inc.
dba DTA

DocuSigned by:
By: David Taussig
B90850DB2E20436...
Its: President and Chief Financial Officer

Printed Name: David Taussig

DocuSigned by:
By: Cecily Burke
0DE8474E91754BD...
Its: Secretary

Printed Name: Cecily Burke