

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

THIS THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES (the “Third Amendment”) is made as of the 9th day of June, 2025, 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 Third Amendment and the Agreement.

WITNESSETH THAT:

WHEREAS, on June 13, 2022, City and Consultant entered into an Agreement (the “Agreement”) for Professional Consultant Services 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 (FY 2022-2023) was not to exceed the sum of \$230,000.00; and

WHEREAS, pursuant to the Agreement, budget allotment for years two and three were to be addressed annually as an amendment to the Agreement, upon mutual written consent of the Parties; and

WHEREAS, pursuant to the Agreement, and upon mutual consent in writing, the Parties are allowed two one-year term extensions; and

WHEREAS, on October 23, 2023, City and Consultant entered the First Amendment to the Agreement which established a not-to-exceed the sum of \$249,000 for the second year (FY2023-2024); and

WHEREAS, on June 24, 2024 the City and Consultant entered the Second Amendment to the Agreement, as amended, which established a not-to-exceed sum of \$215,280 for the third year (FY2024-2025); and

WHEREAS, pursuant to the Agreement, as amended, during the Term the Consultant is to provide a variety of professional services in support of 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, as amended; 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, as amended; and

WHEREAS, to ensure that Consultant’s services continue on an uninterrupted basis, it is necessary to amend the Agreement, as amended, to provide one year of compensation for FY 2025-26 and to extend the Term by one year; and

WHEREAS, Consultant’s costs are included within City’s FY 2025-2026 operational budget;

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

Section 1. Amendment of Section 2. Compensation.

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 fourth year (FY 2025-26) of this Agreement exceed the sum of \$223,080.00."

Section 2 of the Agreement is further amended by adding the following at the end of subsection c.: "For the fourth year (FY 2025-26) 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-two thousand three hundred and eight dollars (\$22,308.00). In no event shall the total sum of the Agreement (original compensation amount and Additional Work) exceed two-hundred forty-five thousand three hundred eighty-eight dollars (\$245,388.00). Any additional work in excess of this amount shall be subject to approval by the City Council."

Section 2. Amendment of Section 5. Term.

Section 5 of the Agreement, as amended, is amended by extending the Term of the contract by one year from July 1, 2025 through June 30, 2026, thereby utilizing the first of two allowable one-year extensions.

Section 3. Reaffirmation of Remaining Provisions.

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

(Signatures on Following Page)

**SIGNATURE PAGE FOR THIRD AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES
BETWEEN THE CITY OF UPLAND
AND INTERWEST CONSULTING GROUP, INC.**

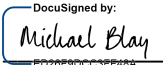
IN WITNESS WHEREOF, the City and Consultant have approved this Third Amendment effective the day and year above written.

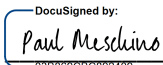
CITY:

CONSULTANT:

City of Upland

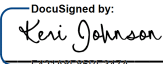
Interwest Consulting Group, Inc.

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 Kniff

APPROVED AS TO FORM:

By: 
Stephen Deitsch,
City Attorney

Attachment A:
2025-2026 Interwest Amended Fee Schedule

June 2, 2025



Michael Blay
 City Manager
 City of Upland
 460 N. Euclid Avenue
 Upland, CA 91786
 Subject: CPI Rate Adjustment

Interwest Consulting Group has proudly served the City of Upland since June 13, 2022, and we truly value the continued partnership.

Per the terms of our *Professional Services Agreement for On-call Engineering and Project Management Services*, dated June 13, 2022, the hourly rates listed in our contract are subject to an annual adjustment on each anniversary of the Effective Date. This adjustment is based on the annual increase in the Department of Labor, Bureau of Labor Statistics Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally Adjusted, All Urban Consumers). As specified in the agreement, such adjustments are capped at a maximum of 4% per annum.

In accordance with this provision and based on the current Consumer Price Index, we have applied a 3.5% rate increase, effective July 1, 2025.

Hourly Billing Rates			
Position	2024/2025 Billing Rates	3.5% CPI Increase	2025/2026 Billing Rates
Deputy Building Official	\$ 113.36	\$ 3.63	\$ 116.99
Building Official	\$ 138.32	\$ 4.43	\$ 142.75
Permit Technician I	\$ 55.12	\$ 1.76	\$ 56.88
Permit Technician II	\$ 62.40	\$ 2.00	\$ 64.40
Permit Technician III	\$ 71.76	\$ 2.30	\$ 74.06
Plan Check Specialist I	\$ 90.48	\$ 2.90	\$ 93.38
Plan Check Specialist II	\$ 101.92	\$ 3.26	\$ 105.18
Plan Check Specialist III	\$ 113.36	\$ 3.63	\$ 116.99
Senior Plan Check Engineer	\$ 126.88	\$ 4.06	\$ 130.94
Plan Check Engineer	\$ 132.08	\$ 4.23	\$ 136.31
Structural Plan Check Engineer	\$ 143.52	\$ 4.59	\$ 148.11
Building Inspector I	\$ 83.20	\$ 2.66	\$ 85.86
Building Inspector II	\$ 91.52	\$ 2.93	\$ 94.45
Building Inspector III	\$ 98.80	\$ 3.16	\$ 101.96
CASp Specialist	\$ 115.44	\$ 3.69	\$ 119.13

We appreciate the City's continued trust in our services. Should you have any questions, please contact Juliette Ryan at 562.723.9969 or jryan@interwestgrp.com. If the proposal is acceptable, we ask that this updated schedule be included in an amendment to our existing agreement.

Sincerely,

Paul Meschino
 President
 Interwest Consulting Group



1 Jenner, Suite 160, Irvine, CA 92618
 626.224.2055