

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

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES (the “Second Amendment”) is made as of the 24th day of June 2024, 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 Second Amendment.

WITNESSETH THAT:

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

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

WHEREAS, the Parties amended the Original Agreement by means of the First Amendment dated as of October 23, 2023, pursuant to which compensation for the second year of the Original Agreement (FY 2023-2024) was not to exceed the sum of \$249,000, the Original Agreement and the First Amendment are hereafter collectively referred to as the “Agreement”; 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 (see attachment A); 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 FY 2024-25; and

WHEREAS, Consultant’s costs are included within the City’s FY 2024-2025 adopted budget; and

WHEREAS, the Parties desire and intend to amend the Agreement concerning compensation to be paid to Consultant for the third year (FY 2024-25) 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 third year (FY 2024-25) of this Agreement exceed the sum of \$215,280.00.”

Section 2 of the Agreement is further amended by adding the following at the end of subsection c.: “For the third year (FY 2024-25) 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-one thousand five hundred and twenty-eight dollars (\$21,528.00). In no event shall the total sum of the Agreement (original compensation amount and Additional Work) exceed two-hundred thirty-six thousand eight hundred and eight dollars (\$236,808.00). 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 Second Amendment shall remain in full force and effect.

(Signatures on Following Page)

**SIGNATURE PAGE FOR SECOND AMENDMENT TO PROFESSIONAL SEVRICES AGREEMENT
BETWEEN THE CITY OF UPLAND
AND INTERWEST CONSULTING GROUP, INC.**

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

CITY:

CONSULTANT:

City of Upland

Interwest Consulting Group, Inc.

By:

DocuSigned by:
Michael Blay
ED26F8009F748A...
Michael Blay,
City Manager

By:

DocuSigned by:
Paul Meschino
8808090092408...
President

Printed Name: Paul Meschino

ATTEST:

By:

DocuSigned by:
Keri Johnson
F427A8F809E347A...
Keri Johnson,
City Clerk

By:

DocuSigned by:
David Kniff
2190E84FCC7B405...
Assistant Secretary

Printed Name: David Kniff

APPROVED AS TO FORM:

By:

DocuSigned by:
Stephen Deitsch
8320370F0D0808E...
Stephen Deitsch,
City Attorney

Attachment A

**CITY of UPLAND
SECOND AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BUILDING DEPARTMENT SERVICES**

HOURLY BILLING RATES

| | 2024/2025 Billing Rates |
|---------------------------------------|--------------------------------|
| Deputy Building Official | \$ 113.36 |
| Building Official | \$ 138.32 |
| Permit Technician I | \$ 55.12 |
| Permit Technician II | \$ 62.40 |
| Permit Technician III | \$ 71.76 |
| Plan Check Specialist I | \$ 90.48 |
| Plan Check Specialist II | \$ 101.92 |
| Plan Check Specialist III | \$ 113.36 |
| Plan Check Engineer | \$ 126.88 |
| Senior Plan Check Engineer | \$ 132.08 |
| Structural Plan Check Engineer | \$ 143.52 |
| Building Inspector I | \$ 83.20 |
| Building Inspector II | \$ 91.52 |
| Building Inspector III | \$ 98.80 |
| CASP Specialist | \$ 115.44 |