

AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR UPLAND TODAY NEWS MAGAZINE

This Amendment No. 2 (“Amendment No. 2”) is made and entered into as of **January 13, 2025**, by and between the **City of Upland**, a municipal corporation (“City”) and **Geographics** (“Consultant”) with respect to that certain Professional Services Agreement between City and Consultant dated December 14, 2020 (“Original Agreement”). City and Consultant are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

WHEREAS, City and Consultant entered into the Original Agreement for the purpose of providing professional consultant services for City’s Upland Today News Magazine.

WHEREAS, pursuant to Section 5 of the Original Agreement, the Parties may by mutual, written consent, extend the term of the Original Agreement for two (2) one (1) year additional terms.

WHEREAS, the Parties heretofore entered into Amendment No. 1 of the Original Agreement on March 11, 2024 (“Amendment No. 1”) in order to extend the Term of the Original Agreement by one year (Amendment No. 1 and the Original Agreement are together hereinafter referred to as “the Agreement”).

WHEREAS, the Parties now desire to amend the Agreement in order to extend the Term of the Agreement and amend the payment provisions for the continued performance of services during the Renewal Term, as defined below.

NOW, **THEREFORE**, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 2 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. Term. The Term of the Agreement shall be extended for an additional period commencing December 15, 2024 and continuing through June 30, 2025 (“Renewal Term”).
3. Services and Compensation for Renewal Term. During the Renewal Term, Consultant shall prepare and City shall pay Consultant for three (3) new editions of the Upland Today News Magazine. The compensation paid by City to Consultant for such services during the Renewal Term shall not exceed the sum of eighty thousand dollars (\$80,000), and the compensation shall be at the rates and amounts set forth in amended Exhibit “B” attached hereto and incorporated herein by reference.
4. Full Force. All the remaining terms and conditions of the Agreement not amended by this Amendment No. 2, including without limitation the indemnity and insurance provisions, shall remain unchanged and in full force and effect..

5. Authority to Sign and Bind. Each person signing this Amendment No. 2 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. 2 is binding on and enforceable against such Party.

6. Counterparts. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, City and Consultant have executed this Amendment No. 2 effective on the day and year first above written.

CITY:

City of Upland
460 N. Euclid Ave.
Upland CA 91785

CONSULTANT:

Geographics
4178 Chestnut Street
Riverside, CA 92501

Signed by:
By: Bill Velto
E35F326490F54B4...
Bill Velto
Mayor

Signed by:
By: Nicole Beale
7176747114EE409...
Nicole Beale
Partner

ATTEST:

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

APPROVED AS TO FORM:

Signed by:
By: Stephen Deitsch
9326570F6DB648E...
Stephen Deitsch
City Attorney

DESIGN BUDGET



The following are not-to-exceed costs as defined by the scope of work. Some items are variable, depending on the requirements of the City, for example the postage rates are expected to change during the course of the contract and photography costs will vary with the requirements of each issue. An itemized invoice will be sent after each issue.

Cost Proposal

40 page self-cover, 8.125"x10.375

Project Management 2 hours @ \$108/hour	\$216
Copywriting 10 hours @ \$108/hour	\$1,080
Full Design & Layout of Guide 45 hours @ \$85/hour	\$3,825
3 Rounds of Revisions 30 hours @ \$85/hour	\$2,550
Photography (if needed) @ \$115/hour	\$0
Stock Photography/Illustration various images*	\$50
Pre-Press/Final Art 2 hours @ \$85/hour	\$170
Web PDF 1 hour @ \$85/hour	\$85
	\$7,976

Per Issue Costs

(Design/Printing/Mailing/Postage)

Design	\$7,976
Printing & Bindery (existing parameters)	\$9,752
Mail Services	\$799
Postage (approx.)	\$7,885
	\$26,412

Taxes not included

* *Geographics has a generic library of stock photos for images that are available to current clients. These items must not be extracted, reproduced or used in any other way. Some images may not be available and may need to be purchased for a price.*

PRINT AND MAIL BUDGET

Print & Mail Costs

(Design/Printing/Mailing/Postage)

Quantity: 36,000

8.125"x10.375" | 50# offset, 92 brite | Full Color 4/4

40-Pages **\$9,752**

Mail Services **\$799**
simplified mailing, leftovers to
designated locations in Upland

Taxes not included

Approx. Postage **\$7,885**

FEE SCHEDULE

Geographics will provide estimates of cost in advance for supplementary work. These not-to-exceed estimates will be based on the following rates.

Graphic Design	\$85/hr
Graphics Production	\$85/hr
Illustration	\$85/hr
Project Management/Coordination	\$108/hr
Content Development/Copywriting	\$108/hr
Photography/Multimedia Production	\$108/hr
Stock Photography-Basic	Free-\$5 per photo
Stock Photography-Special	\$40 per photo
Digital Imaging: Photo Processing/Digital Handling	\$85/hr
Web Development and Programming	\$139/hr

No additional charges for telephone consultation, overtime and rush requests.

Vendor fees are cost plus 15%, lower than the industry standard of 17.75%. This charge covers administration of vendor services, processing and review of proofs, attending quality inspections such as press checks, administering billings, quality assurance and control activities, and deliveries.