

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE CITY OF SOUTH SAN FRANCISCO
AND WEST COAST CODE CONSULTANTS, INC**

THIS SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at South San Francisco, California, as of February 28, 2024, by and between THE CITY OF SOUTH SAN FRANCISCO (“City”), a municipal corporation, and WEST COAST CODE CONSULTANTS, INC. (“Consultant”), (sometimes referred together as the “Parties”) who agree as follows:

RECITALS

- A. On March 6, 2020, City and Contractor entered a certain two-year Consulting Services Agreement (“Agreement”) whereby Contractor agreed to provide Administrative, Plan Check, and Inspection Services in an amount not to exceed One Million Dollars (\$1,000,000) per fiscal year. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.
- B. The First Amendment to the Agreement was made on February 9, 2024, for a 2-year extension with the same One Million Dollar (\$1,000,000) per fiscal year authorization limit.
- C. City and Contractor now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 1.1: Term of Services is hereby amended as follows:

The March 6, 2024, end date for the Term of Services is hereby replaced with March 6, 2026.

3. Section 2: Compensation is hereby amended as follows:

Compensation shall be amended such that the City agrees to pay Consultant a sum not to exceed **two million dollars (\$2,000,000.00) per fiscal year**. Consultant and City agree that this is the City’s total compensation of costs under the Agreement unless additional compensation is authorized in accordance with the terms of the Agreement. Any additional compensation shall be mutually agreed to by and between the Parties in writing.

Consultant’s compensation schedule attached to the Agreement as Exhibit B and to the First Amendment as Exhibit B.1 is hereby amended and replaced with Exhibit B.2, attached to this Amendment.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If

there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

Dated: _____

CITY OF SOUTH SAN FRANCISCO

WEST COAST CODE CONSULTANTS, INC

By: _____
Sharon Ranals, City Manager

By: _____
Consultant

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney