

**AMENDMENT NO. 2 TO CONTRACT NO. C21177994D  
BETWEEN THE CITY OF PALO ALTO AND  
INDEPENDENT CODE CONSULTANTS, INC.**

This Amendment No. 2 (this "Amendment") to Contract No. C21177994D (the "Contract" as defined below) is entered into as of November 30, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and INDEPENDENT CODE CONSULTANTS, INC., a California corporation located at 6280 W. Las Positas Blvd., Suite 220, Pleasanton, CA 94588 ("CONSULTANT"). CITY and CONSULTANT are referred to collectively as the "Parties" in this Amendment.

**RECITALS**

- A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of On-Call Building Inspection and Plan Review Services,, as detailed therein.
- B. The Parties entered into Amendment No. 1 to amend the Professional Service Agreement Contract in order to increase the total compensation by \$350,000 from \$6,000,000 to \$6,350,000, as detailed therein.
- C. The Parties now wish to amend the Contract in order to increase compensation by Three Million Four Hundred Thousand Dollars (\$3,400,000) , Six Million Dollars Three Hundred Fifty Thousand (\$6,350,000) for a new not to exceed total of Nine Million Seven Hundred Fifty Thousand Dollars (\$9,750,000) over the term of the contract among a total of six (6) consultant agreements (C21177994A, C21177994B, C21177994C, C21177994D, C21177994E, C21177994F).

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

**SECTION 1. Definitions.** The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. C21177994D between CONSULTANT and CITY, dated June 22, 2020, as amended by:

Amendment No.1, dated November 15, 2021

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

**SECTION 2.** Section 4 "NOT TO EXCEED COMPENSATION" of the Contract is hereby amended to read as follows:

*Vers.: Aug. 5, 2019*

"The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A" ("Basic Services"), and reimbursable expenses, shall not exceed Nine Million Seven Hundred Fifty Thousand Dollars (\$9,750,000). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount; provided however CONSULTANT acknowledges that the compensation paid to be likely will be less than \$9,750,000.00 as CITY has appropriated that amount to payments to be made under six Agreements, of which this Agreement is one. The six Agreements shall be administered by Planning and Development Services to ensure that the total aggregate of compensation paid for these six Agreements will not exceed Nine Million Seven Hundred Fifty Thousand Dollars (\$9,750,000). The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "SCHEDULE OF RATES," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A".

**SECTION 3. Legal Effect.** Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

**SECTION 4. Incorporation of Recitals.** The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

*(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)*

**SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

**CITY OF PALO ALTO**

City Manager

APPROVED AS TO FORM:

City Attorney or designee

**INDEPENDENT CODE CONSULTANTS,  
INC.**

By:

Name: Kelly Park-Li

Title: Secretary

(kpark-  
li@independentcodeconsultants.com)

DocuSigned by:  
*Kelly Park-Li*  
44C7AB5D16B346E...

By:

Name: Abigail Obligation

Title: President

(aobligacion@independentcodeconsult  
ants.com)

DocuSigned by:  
*Abigail Obligation*  
DB5A248ACA3E429...