

Third Amendment to

SANTA BARBARA CITY AGREEMENT NO. 21500032

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT**, made and entered into on \_\_\_\_\_ by and between the

**CITY OF SANTA BARBARA**,  
a municipal corporation, hereinafter referred to as "City";

and

California Code Check, a California Corporation, hereinafter referred to as "Contractor",

**WITNESSETH:**

**Whereas**, the City requires the assistance of professional consultants, having the appropriate background, training, and experience necessary to assist the City to perform Building and Safety Division Services for plan review, inspection and other Division services.

**Whereas**, the City and Contractor have entered into City of Santa Barbara Agreement No. 21500032 for the performance of inspection and plan review services.

**Whereas**, Contractor has provided these services under the original Agreement. The City now wishes to revise the total compensation in order to allow for continued plan review and inspection services. City shall compensate Contractor in accordance with this Third Amendment.

**Now, therefore**, the City and Contractor agree that Agreement No. 21500032 is amended to read as follows, all other provisions of the original agreement remain in full force and effect without amendment:

**2. COMPENSATION**

a. After two amendments, the current Contract amount is \$150,000.00. This third amendment will further increase the Contract amount by \$90,000.00 to a new total of \$240,000.00. The total compensation for all services provided pursuant to this Contract, including all extra services as defined in Section 3 hereof and reimbursable expenses, shall not exceed the sum of \$240,000.00 without the express written approval of an authorized representative of the City. The basic contract is for \$240,000.00 and the total that may be claimed for Extra Services under Section 3 of

this Contract shall not exceed \$0.00. This Contract provides the exclusive means of payment and reimbursement for costs to Contractor by the City.

b. Changes in personnel or in rates of compensation set forth in Exhibit A may be made only after written notice to and written approval by Department Head.

c. Where travel costs are included in Exhibit A, only the actual travel costs (at fare, rate per mile or lump sum approved), and/or actual expenses pursuant to the provisions of the Contract and within guidelines approved by the City Finance Director will be reimbursed.

d. Contractor may be reimbursed for such other necessary costs, including actual costs of copies, printing, postage, shipping and documents expense, and all costs of other materials, equipment, services and supplies, as approved and required to complete the work, according to the attached Exhibit A.

e. Compensation for Extra Services of Contractor authorized in accordance with Section 2 shall be paid to Contractor by City in accordance with the fee schedule set forth in Exhibit A. Contractor shall only be entitled to payment for Extra Services under this Contract if Contractor has obtained authorization required under Section 3 below.

f. Contractor shall submit itemized statements, which shall include a detailing of the number of hours spent on each task and copies of all subcontractors' invoices, to request payment in accordance with the standard billing format issued by the City Department. Contractor shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of 3 years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees or independent agents during reasonable business hours.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement in triplicate as of the day and year first above written.

**CITY OF SANTA BARBARA**  
**A Municipal Corporation**

**Name of Consultant/Firm**

\_\_\_\_\_  
George Buell  
Community Development Director

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Gwen Peirce, CMC  
City Clerk Services Manager

\_\_\_\_\_  
Title

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Andrew Stuffer  
Chief Building Official

\_\_\_\_\_  
City, State Zip

APPROVED AS TO FORM:  
Ariel Pierre Calonne  
City Attorney

\_\_\_\_\_  
Phone Number

By \_\_\_\_\_

Business Tax Compliance:  
Certificate No. \_\_\_\_\_

By \_\_\_\_\_

Approved as to Insurance:

\_\_\_\_\_  
Mark Howard  
Risk Manager