

SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is made and entered into as of the 1st day of April, 2023, by and between the CITY OF SAN BRUNO (“City”), a municipal corporation, and RICHARDS, WATSON AND GERSHON, A Professional Corporation (“Consultant”).

RECITALS

WHEREAS, on June 6, 2022, the City entered into an Agreement (“Agreement”), with Consultant to provide interim city attorney services for a term ending on December 16, 2022; and

WHEREAS, on December 1, 2022, the parties entered into that certain First Amendment to Agreement for Consultant Services (the “First Amendment”) to City extend the term of the Agreement through the end of the fiscal year and to appoint Trisha Ortiz as City Attorney for the City; and

WHEREAS, the parties desire to amend the Agreement, as amended by the First Amendment, to provide for City Attorney services until such time as terminated by the City and to provide for an annual inflation adjustment to the rates, beginning on July 1, 2024.

Now, therefore, it is agreed between the City of San Bruno, California, and Consultant to amend the Agreement as follows:

1. Section 1 (Term) is hereby amended in its entirety to read as follows:

Term. The term of this Agreement shall commence on June 6, 2022, and shall continue in effect until terminated under Section 14. Services are to be performed on an as-needed basis as set forth in **Attachment A**. The time provided to Consultant to complete services required by this Agreement shall not affect the City’s right to terminate the agreement as provided in Section 14.

2. Section 4 (Compensation to Consultant) is hereby amended in its entirety to read as follows:

Compensation to Consultant. City shall pay Consultant for the Services on a time and expense basis in accordance with the provisions of this Section and the Compensation Schedule attached hereto as Attachment B, incorporated herein by reference. No billing rate changes shall be made during the term of this Agreement without the prior written approval of the City Manager. In the event of a conflict between this Agreement and Consultant’s proposal regarding the amount of compensation, this Agreement shall prevail. Commencing on July 1, 2024, and on each July 1 thereafter during the term of this Agreement, the hourly rates provided in Exhibit B shall increase by the percentage change in the U.S. Department of Labor All Urban Customers Index for the San Francisco-Oakland-San Jose Area for the twelve-month period published for the most recent calendar year. Such adjustment shall never be lower than zero percent nor more than three percent.

3. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Amendment shall have the meaning set forth in the Agreement. This Amendment may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by an authorized representative of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Effective Date first set forth above.

Consultant's Signature

Mayor
City of San Bruno

Consultant's Tax I.D./ Social Security number

Consultant's San Bruno Business License number

Contract Approved by City Council on _____ (date)

ATTEST

City Clerk