

Second Amendment to the Professional Services Agreement by and Between the City of Burlingame and the Burlingame Chamber of Commerce

This Second Amendment to the Professional Services Agreement (“Second Amendment”) is made this 20th day of April, 2026, by and between the City of Burlingame, a public agency organized and operating under the laws of the State of California with its principal place of business at 501 Primrose Road, Burlingame, CA 94010 (“City”), and Burlingame Chamber of Commerce, a California Nonprofit Corporation with its principal place of business at 417 California Drive, Burlingame, CA 94010 (hereinafter referred to as “Chamber”), for the purpose of extending the term.

Recitals

- A. The City and Chamber entered into that certain Professional Services Agreement dated September 13, 2022 (“Agreement”), wherein Chamber agreed to provide promotional services through September 13, 2023.
- B. The City and Chamber entered into a First Amendment to the Agreement dated September 13, 2023, which extended the term of the Agreement through June 30, 2026, and increased the not to exceed amount.
- C. The City and Chamber now desire to further amend the Agreement to extend the term through June 30, 2029, and increase the not to exceed amount.

Now therefore, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Section 2(b) of the Agreement (“Compensation”) is amended in full to read as follows:

“b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$235,101.69. This amount is to cover all printing and related, and the City will not pay any additional fees for printing expenses.”

- 2. Section 5 of the Agreement (“Term”) is amended in part to extend the term through June 30, 2029.

- 3. Exhibit D of the Agreement is amended in full to read as follows:

“Each full month of the Agreement through June 30, 2026, City shall pay Consultant the sum of Two Thousand, Eight Hundred and Fifty-Eight Dollars and Thirty-Three Cents (\$2,858.33), for a total of Thirty-Four Thousand, Three Hundred Dollars (\$34,300) per full calendar year. Beginning July 1, 2026, each full month of the Agreement, City shall pay Consultant the sum of Two Thousand, Nine Hundred and Fifty-Eight Dollars and Thirty-Three Cents

(\$2,958.33), for a total of Thirty-Four Thousand, Three Hundred Dollars (\$35,500) per full calendar year. Consultant shall send to City on the first (1st) day of each month a written invoice describing in a summary manner the services for which Chamber is to be paid. Invoices dated the first day of each month shall be paid no later than the fifteenth day of each month.”

4. All other terms and conditions in the Agreement not otherwise modified by this Second Amendment will remain in full force and effect.

In witness whereof, the Parties have entered this Second Amendment on the date written above.

City of Burlingame

Burlingame Chamber of Commerce

Lisa Goldman
City Manager

Susan Baker
President/CEO

Date: _____

Date: _____

Approved as to form:

City Attorney