AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TOWNSEND PUBLIC AFFAIRS, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Townsend Public Affairs, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California, and Townsend Public Affairs, Inc.", dated February 5, 2020 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide legislative advocacy services, and the Parties now wish to amend the Agreement to (a) extend the term of the Agreement through January 29, 2023; and (b) to increase the maximum compensation of this Agreement by $162,000 for a total of $252,000.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement, entitled "TERM OF AGREEMENT" is amended to read as follows:

   Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on January 30, 2020 and terminate on January 29, 2023. The City reserves the right to exercise two (2) additional one-year options after the initial term for a total of five years. The selected consultant may request adjustments to the compensation rates after the initial term. Compensation adjustment shall be subject to the City's approval and must be tied to a relevant price index.

2. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this agreement is two hundred and fifty-two thousand dollars ($252,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials, and equipment required to perform the Services. All work performed of materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

3. Exhibit B of the Agreement, entitled "SCHEDULE OF FEES" is amended to read as follows:

   The maximum compensation the City will pay the Contractor for all professional fees, costs, and expenses provided under this Agreement shall not exceed two hundred and fifty-two thousand dollars ($252,000) during the term of the Agreement. In no event shall the amount billed to City by Contractor for services under this Agreement exceed ninety thousand dollars ($90,000) for Year One of the initial term; seventy-two thousand dollars ($72,000) for Year Two of the initial term; and ninety thousand dollars ($90,000) for Year Three of the initial term, subject to annual budget appropriations.

   Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within (30) days of City's receipt of an approved invoice.

   The monthly fee for the full scope of services detailed under Exhibit A for Year One of the initial term (January 30, 2020 – January 29, 2021) shall be seven thousand and five hundred dollars ($7,500); for Year Two of the initial term (January 30, 2021 – January 29, 2022) shall be six thousand dollars ($6,000); and for Year Three of the initial term (January 30, 2022 – January 29, 2023) shall be seven thousand and five hundred dollars ($7,500). The monthly fee shall include all reasonable and travel expenses.

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

for

BRIAN DOYLE
City Attorney

Dated: 1/28/2021

by DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TOWNSEND PUBLIC AFFAIRS, INC.
a California corporation

Dated: January 6, 2021
By (Signature):
Name: Christopher Townsend
Title: President
Principal Place of Business Address: 925 L Street, Suite 1404, Sacramento, CA 95814
Email Address: ChristopherTownsend@townsendpa.com
Telephone: (916) 447-4086
Fax: (916) 244-0209

"CONTRACTOR"