AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
4LEAF, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and 4Leaf, Inc., a California corporation, (Consultant). City and Consultant 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 4Leaf, Inc., with an effective date of February 1, 2020 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Consultant provide plan check review consultant services, and the Parties now wish to amend the Agreement to increase the amount billed under the Agreement for a maximum aggregate compensation not to exceed $2,949,000 for ten consultant firm agreements.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement, entitled "Compensation and Payment," is hereby amended to read as follows:

"6. COMPENSATION AND PAYMENT

A. In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES."

B. Consultant acknowledges that Consultant is one of 10 companies selected to perform related services for the City in response to an RFP, and City will be utilizing the services of all 10 companies, pursuant to 10 separate agreements (collectively, the "Plan Check Agreements"). Those 10 companies, and the effective dates of the applicable Plan Check Agreements, are as follows:

1. Jason Addison Smith Consulting Services, Inc., effective November 1, 2019, amended March 4, 2021;
2. Plan Review Consultants, Inc., effective July 19, 2016, amended Aug. 28, 2017, amended May 14, 2019, amended February 24, 2021;
3. Shums Coda Associates, Inc., effective June 23, 2015, amended June 6, 2016, amended Sep. 26, 2017, amended May 14, 2019, amended February 24, 2021;
4. Synergetic Consulting, effective July 8, 2019, amended March 4, 2021;
5. TRB + Associates, Inc., effective Aug. 18, 2015, amended Apr. 8, 2016, amended Sep. 5, 2017, amended May 14, 2019, amended February 24, 2021;
6. West Coast Code Consultants, Inc., effective Nov. 1, 2018, amended July 1, 2019, amended March 4, 2021;
7. 4Leaf, Inc., effective February 1, 2020;
8. CSG Consultants, Inc., effective February 1, 2020;
9. Bureau Veritas North America, Inc.;
10. Interwest Consulting Group, Inc.

C. Consultant further acknowledges that City is concurrently executing additional amendments to the first eight of the Plan Check Agreements listed above, and executing new agreements with Bureau Veritas North America and Interwest Consulting Group, to include language similar to this section 6 (the "Plan Check Agreements As Amended");

D. The aggregate maximum compensation of the Plan Check Agreements As Amended is two million, nine hundred forty-nine thousand dollars ($2,949,000), subject to budget appropriations, which includes all payments that may be authorized for Services, expenses, supplies, materials and equipment required to perform the Services under this Agreement or under any of the Plan Check Agreements As Amended. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

E. Consultant further acknowledges that there are no minimum usage requirements and no commitment for a minimum number of hours."

2. A new Section 26 is hereby added to the Agreement to read as follows:

"26. STATEMENTS OF ECONOMIC INTERESTS

In accordance with the California Political Reform Act (Government Code section 81000 et seq.) and the City's Conflict of Interest Code, Consultant shall cause each person who will be principally responsible for providing the Services and deliverables under this Agreement to do each of the following:

A. Complete a Form 700 for the disclosure categories of economic interests specified in the City's Conflict of Interest Code;

B. File the Form 700 no later than thirty (30) calendar days after the date the person begins performing services under the Agreement, and all subsequent Form 700s in conformance with the requirements specified in the California Political Reform Act; and

C. File the Form 700 with the City's Clerk Office."

3. Subsection 1.1 of Section 1 ("Maximum Compensation") of Exhibit B ("Compensation") of the Agreement is hereby amended to read as follows:

   "The maximum aggregate compensation of the Plan Check Agreements As Amended is two million, nine hundred forty-nine thousand dollars ($2,949,000), subject to budget appropriations, which includes all payments that may be authorized for Services, expenses, supplies, materials and equipment required to perform the Services under this Agreement or under any of the Plan Check Agreements As Amended."

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: Dated: _____

_____
City of Santa Clara
Office of the City Attorney

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

"CITY"

4LEAF, INC.
a California corporation

Dated: _____

By (Signature):	
Name:	Kevin Duggan
Title:	President
Principal Place of Business Address:	2126 Rheem Drivee Pleasanton, CA 94588
Email Address:	kduggan@4leafinc.com
Telephone:	(925) 462-5959
Fax:	(925) 462-5958

"CONSULTANT"