

**AMENDMENT NO. 5
AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ROBERT E. VAN HEUIT**

PREAMBLE

This agreement ("Amendment No. 5") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Robert E. Van Heuit, an Oregon individual, (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 Robert E. Van Heuit", dated June 2, 2015 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated May 6, 2016, Amendment No. 2, dated October 28, 2016, Amendment No. 3, dated September 5, 2017. The parties entered into an Amended and Restated Agreement for Services, dated September 27, 2018, Amendment No. 1 to the Amended and Restated Agreement for Services, dated October 31, 2019, Amendment No. 2 to the Amended and Restated Agreement for Services, dated January 20, 2021, Amendment No. 3 to the Amended and Restated Agreement for Services, dated July 20, 2021, Amendment No. 4, dated February 1, 2022, and now Amendment No. 5. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended".

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended, 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 June 2, 2015 and terminate on December 31, 2023."

2. Section 6 of the Agreement as Amended, 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 Four Hundred Thirty Thousand Dollars (\$430,000), 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 or 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. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 5, the provisions of this Amendment No. 5 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 5 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: _____

Office of the City Attorney

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

ROBERT E. VAN HEUIT
INDIVIDUAL

Dated: _____

By (Signature): _____

Name: Robert E. Van Heuit

Title: Owner

Principal Place of Business Address: 2621 Heritage Way
Medford, OR 97504

Email Address: RVanH2000@yahoo.com

Telephone: (541) 499-6123

Fax: ()

“CONTRACTOR”