

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
MARK THOMAS & COMPANY**

PREAMBLE

This agreement ("Amendment No. 1") is by and between Mark Thomas & Company, a California corporation, with its principal place of business located at 2290 North First Street Suite 304, San Jose, California 95131 ("Consultant"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties" to this Amendment No.1.

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services by and between the City of Santa Clara, California and Mark Thomas & Company," dated November 10, 2015 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of the Consultant to provide design professional services for the Saratoga Creek Trail project between Homeridge Park and Central Park, including conceptual plans, environmental documents, Plans, Specifications, and an Engineer's Estimate (PS&E) to facilitate construction of the project; and
- C. The Original Agreement shall terminate on December 31, 2018; and
- D. The Parties now wish to amend the Original Agreement to extend the termination date of the Original Agreement.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That Section 2. TERM OF AGREEMENT of the Original Agreement is amended to read as follows:

"2. TERM OF AGREEMENT.

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 the Effective Date of this Agreement and terminate on December 31, 2023."

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

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3. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
City Attorney

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

“CITY”

MARK THOMAS & COMPANY
A California Corporation

Dated: 11.16.18
By: 
(Signature of Person executing the Agreement on behalf of
Consultant)
Name: Shawn P. O'Keefe
Title: Principal, Vice President
Principal Place of Business Address: 2290 North First Street Suite 304
San Jose, CA 95131
Email Address: sokeefe@markthomas.com
Telephone: (408) 453-5373
Fax: (408) 453-5373

“CONSULTANT”