

**AMENDMENT NO. 5
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
METROPOLITAN PLANNING GROUP**

PREAMBLE

This agreement ("Amendment No. 5") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Metropolitan Planning Group, 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 the Performance of Services", dated July 15, 2014 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated June 25, 2016, Amendment No. 2, dated July 3, 2017, Amendment No. 3, dated July 9, 2018, and again by Amendment No. 4 dated December 11, 2018. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement as Amended for the purpose of having Contractor provide Code Enforcement personnel through June 30, 2019, and the Parties now wish to amend the Original Agreement as Amended to extend the term of the agreement to December 31, 2019.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

- A. That Exhibit A, entitled "Scope of Services," is hereby replaced by the attached "Revised Scope of Services".
- B. That Exhibit B, entitled "Fee Schedule," is hereby replaced by the attached "Revised Fee Schedule".
- C. That Section 2 of the Original Agreement, entitled "Term of Agreement," is hereby amended to revise the termination date of the agreement to December 31, 2019.

2. TERMS

All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 5 shall remain unchanged in full force

and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No.5, the provisions of this Amendment No.5 shall control.

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.

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: _____

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"

METROPOLITAN PLANNING GROUP
a California corporation

Dated: MAY 21, 2019

By (Signature):

G. Bradley

Name: Geoff I. Bradley

Title: Principal + President

Principal Place of
Business Address: 307 Orchard City Drive, Suite 100
Campbell, CA 95008

Email Address: gbradley@m-group.us

Telephone: (408) 340-5642

"CONTRACTOR"

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EXHIBIT A

REVISED SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal below:

1. Metropolitan Planning Group (M-Group) will provide contract Code Enforcement staff for the Community Development Department. Assigned personnel will be approved by the Planning Manager prior to their commencement of work. Training will be provided by M-Group and City staff. Supervision will be provided jointly by the City and M-Group. Contract Code Enforcement staff will investigate City Code complaints, write and generate reports, and interact with both residents and City staff.
2. Metropolitan Planning Group will provide vehicles, fuel for the vehicles and cellular phones at no additional charge for all personnel working for the City of Santa Clara Planning Division.
3. Metropolitan Planning Group will have a Code Enforcement Manager assigned to oversee and fully manage Enforcement Technician staff performance, conduct, and any other personnel issues that may arise. This position is budgeted on average of one (1) hour per week.
4. Fees are outlined in Exhibit B and will not exceed \$1,373,100.00
5. Services will be provided from the Effective Date.

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EXHIBIT B

REVISED FEE SCHEDULE

Consultant will bill the City based on the following:

1. Code Enforcement Technician- \$81.25 per hour
2. Senior Code Enforcement Technician- \$92.00 per hour
3. Code Enforcement Manager- \$162.25 per hour
4. The above rates are based on a minimum of 1,800 billable hours per year, and up to 52 hours per year for the Code Enforcement Manager
5. No overtime hours shall be worked unless advance written authorization is provided by the City. Overtime hourly rates shall be 1.25 times the listed hourly rates.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one million three hundred seventy-three thousand one hundred dollars (\$1,373,100.00), subject to budget appropriations.