

**AMENDMENT NO. 3  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
MOORE IACOFANO GOLTSMAN, INC.**

**PREAMBLE**

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Moore Iacofano Goltsman, 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 Moore Iacofano Goltsman, Inc.," with an Effective Date of July 17, 2018 (Agreement); and
- B. The Agreement was previously amended by Amendment No. 1, dated June 1, 2020, and Amendment No. 2, dated October 1, 2021, and is again amended by this Amendment No. 3. The Agreement and previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement for the purpose of having Contractor provide professional services to prepare a comprehensive plan for the Freedom Circle focus area, and the Parties now wish to amend the Agreement as Amended to enhance the scope of services and related funding to address comments received at the Planning Commission meeting of April 13, 2022.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. Section 6 of the Agreement as Amended, entitled "Compensation and Payment" is amended to reflect a maximum compensation of seven hundred seventy-eight thousand, one hundred fifty-five dollars (\$778,155), subject to budget appropriations.
- 2. Exhibit A of the Agreement as Amended, entitled "Scope of Services" is appended to include the attached "Additional Services Request," dated April 18, 2022.

3. Exhibit B of the Agreement as Amended, entitled "Schedule of Fees" is hereby updated to reflect a total not to exceed amount of seven hundred seventy-eight thousand, one hundred fifty-five dollars (\$778,155), subject to budget appropriations.
4. 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. 3, the provisions of this Amendment No. 3 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 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: \_\_\_\_\_

\_\_\_\_\_  
James Sanchez  
Interim City Attorney

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

"CITY"

MOORE IACOFANO GOLTSMAN, INC.  
a California corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chief Development Officer

Principal Place of Business Address: 800 Hearst Avenue  
Berkeley, CA 94710

Email Address: chrisb@migcom.com

Telephone: (510) 845-7549

Fax: (510) 845-8750

"CONTRACTOR"

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**Additional Services Request  
April 18, 2022**

**Freedom Circle Focus Area Plan and EIR  
MIG Post-Planning Commission Tasks**

<b>Task</b>	<b>Hours</b>	<b>Total Cost</b>
Health Risk Assessment -Respond to letter -HRA analysis	Phil G 80 hours @ 150 = \$12,000 Chris D 4 hours @ 205 = \$820	\$12,820
Biology Survey -Respond to letter -Site visit and report	4 hours @ 220 = \$880 24 hours @ 195 = \$4,680 8 hours @ 165 = \$1,320 2 hours @ 130 = \$260	\$7,140
Coordination and Memo	Ray 18 hours @ 195 = \$3,500 Steve 12 hours @ 135 = \$1,620 Rishi @ 135 = \$900	\$6,020
Plan Revisions	Rishi 4 hours @ 135 = 540	\$540
		<b>\$26,520</b>