

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
Z'ONION CREATIVE GROUP LLC**

PREAMBLE

This agreement ("Amendment No. 1") is entered into on this 27th day of August 2025 ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation ("City") and z'Onion Creative Group LLC, doing business as zö agency, an Oregon 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 And Z'Onion Creative Group LLC dated July 1, 2025 ("Agreement"); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide marketing and communications services, and the Parties now wish to amend the Agreement to update the term and compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement, entitled "Term of Agreement" is amended to read as follows:

Term. 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 will begin as of the Effective Date and terminate on June 30,2030.

2. Exhibit D Notice of Exercise of Option to Extend Agreement is hereby removed.
3. Section 6 of the Agreement, entitled "Compensation and Payment" is amended to read as follows:

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". The maximum compensation of this Agreement is two hundred fifty thousand dollars (\$250,000), 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 will be at Consultant's expense. Consultant will not be entitled to any payment above the maximum compensation under any circumstance.

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.

Signatures on next page

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: 8/27/2025 | 10:51 PM PDT

Signed by:
Jennifer Beyers

DocuSigned by:
Jovan D. Grogan

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GLEN R. GOOGINS
City Attorney

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JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

Z’ONION CREATIVE GROUP LLC

DBA zö agency
an Oregon corporation

Dated: 8/22/2025 | 6:55 PM PDT

Signed by:
Sonia Anderson
By (Signature):
Name: Sonja Anderson, CEO

Title: Director

Principal Place of
Business Address: 70 SW Century Drive #1100, Bend, OR 97702

Email Address: sonja@zo.agency

Telephone: (541) 678-4048

Fax: ()

“CONSULTANT”