

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

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Bates Group LLC, an Oregon limited liability company (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 Bates Group LLC", effective May 1, 2019 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide services related to the calculation and review of Fair Labor Standards Act compensation to City employees, and the Parties now wish to amend the Original Agreement to increase compensation by \$25,120 for a revised not-to-exceed maximum compensation amount of \$100,000.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That Section 6 of the Original Agreement, entitled "Compensation and Payment" is hereby 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 Revised Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is One Hundred Thousand Dollars (\$100,000), 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.

2. AMENDMENT TERMS AND CONDITIONS

That Exhibit B of the Original Agreement, entitled "Schedule of Fees", is hereby amended to read as shown in First Revised Exhibit B, attached and incorporated into this Amendment No. 1.

3. 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.

4. COUNTERPARTS

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. 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: 11-13-19



BRIAN DOYLE
City Attorney

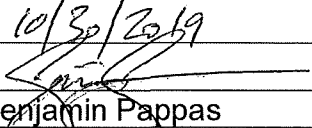


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BATES GROUP LLC

an Oregon limited liability company

Dated: 10/30/2019
By (Signature): 
Name: Benjamin Pappas
Title: President
Principal Place of Business Address: 5005 Meadows Road, Suite 300
Lake Oswego, Oregon 97035
Email Address: BPappas@batesgroup.com
Telephone: (971) 250-4329
Fax: (503) 670-0997
"CONTRACTOR"

**FIRST REVISED EXHIBIT B
SCHEDULE OF FEES**

Maximum Compensation

The maximum amount payable for all services provided under this Agreement shall not exceed **One Hundred Thousand Dollars (\$100,000)** during the term of the Agreement. Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement. No additional services will be performed unless both Parties execute an Amendment outlining the services requested and the compensation agreed for such services.

Billing Rate

Contractor shall perform the services specified in Exhibit A on a time and materials basis as set forth in the table below. The low and high end cost estimates are provided based on similar project performed by Contractor. Contractor shall monitor the cost and keep the City fully apprised on actual hours and cost for this project.

Description	Low	High
FLSA Analysis	170	351
Interviews with City personnel and review of results	12	18
Estimated Total Hours	182	369
Equivalent in weeks	5	9
Billing hourly rate	\$270	\$270
Cost estimate for services	\$49,140	\$99,630
Estimated travel cost	\$180	\$370
Cost estimate for project	\$49,320	\$100,000

Contractor may use assisting staff billed at the same or lower billing rate.

Invoicing

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.