

**AMENDMENT NO. 4  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
WALLACE ROBERTS & TODD, LLC**

**PREAMBLE**

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wallace Roberts & Todd, LLC, a Delaware 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, California, and Wallace, Roberts & Todd, LLC," dated October 17, 2019 (Agreement); and
- B. The Agreement was previously amended by Amendment No. 1, dated October 21, 2021, Amendment No. 2, dated December 13, 2021, Amendment No. 3, dated November 3, 2022, and is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide prepare a Downtown Precise Plan, and the Parties now wish to amend the Agreement to expand the scope of services to include additional case studies of comparable city hall relocation projects around the U.S.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. Section 6 of the Agreement, entitled "Compensation and Payment," is amended to reflect a revised maximum compensation value of one million three hundred forty-seven thousand, seven hundred six dollars (\$1,347,706).
- 2. Exhibit A of the Agreement, entitled "Scope of Services," is updated by appending the attached "Additional Case Study Evaluation," dated June 16, 2023, to add new tasks to the original scope.




3. Exhibit B of the Agreement, entitled "Schedule of Fees," is amended to reflect a revised maximum compensation value of one million three hundred forty-seven thousand, seven hundred six dollars (\$1,347,706).
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. 4, the provisions of this Amendment No. 4 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 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: 7/5/23

  
\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

  
\_\_\_\_\_  
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"

**WALLACE ROBERTS & TODD, LLC**  
a Delaware Corporation

Dated: 09.20.23  
By (Signature):   
Name: James Stickley  
Title: Principal  
Principal Place of Business Address: 478 Tehama Street, Suite 2B  
San Francisco, CA 94103  
Email Address: jstickley@wrtdesign.com  
Telephone: (415) 575-4722  
Fax: (215) 732-2551  
"CONSULTANT"

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## MEMORANDUM

To: Lesley Xavier, Project Manager, City of Santa Clara

Date: June 16, 2023

From: Peter Winch  
Senior Planner

Ref. No.: 08334.02

Project: Santa Clara Civic Center  
Relocation Study

Pages: 2

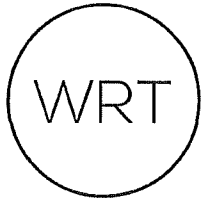
Re: Additional Case Study Evaluation

CC: Jim Stickley, Principal, WRT

WRT and our subconsultant partners are working closely with City Staff and the Downtown Community Task Force on a Civic Center Relocation Study to consider the potential costs and benefits of shifting city functions to Downtown Santa Clara. The City has requested that WRT propose a scope and fee for conducting two additional case studies of comparable city hall relocation projects around the U.S.

The WRT Team's original budget for the case studies subtask was \$17,290. Each member of our Team used considerably more time than we budgeted for to complete the case studies. Based on this experience, we request a fee of \$16,000 to complete two additional studies. This would include \$6,000 for EPS and \$5,000 each for WRT and PFAL.

EPS's portion of this effort could be shifted from their remaining budget of \$11,400 in Task 5. This budget was provided for up to 40 hours of Principal-level as-needed project support. If this approach is taken, the need for additional budget would be reduced to \$10,000. The additional proposed scope of work is summarized on the following page.



## MEMORANDUM

### **Santa Clara Civic Center Relocation Study: Additional Services**

#### Task 9: Additional Case Studies

In Task 3, WRT, EPS, and PFAL evaluated six case studies of City Hall relocation projects across the United States. At the request of members of the Downtown Community Task Force and City Staff, the Team will analyze two (2) additional case studies: Sandusky, Ohio and Winter Garden, Florida. For each case study, WRT will evaluate the way city hall relocation functioned in its physical urban context. EPS will conduct research to understand each city hall project based on City documents, hearing transcripts, media reporting, and other readily available sources, and will contact each city to seek an interview with staff about the project, including benefits, challenges, and lessons learned, etc. EPS will report on outcomes, including the degree to which private investment has followed public investment. PFAL will consider financing and procurement aspects of the case studies.

#### Meetings:

- Meeting with City Staff
- Task Force presentation (to be combined with existing presentation)

#### Deliverables:

- Additional Case Studies presentation

Timeframe: 1 month

Cost: \$16,000

A handwritten signature in black ink, appearing to be 'JFS', located in the bottom right corner of the page.