

**AMENDMENT NO. 2  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
JOSH RUBIETTA**

**PREAMBLE**

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Josh Rubietta, a California sole proprietorship, (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", dated July 1, 2019 (Agreement); and
- B. The Agreement was previously amended by Amendment No. 1, dated August 4, 2020, the agreement allowed for virtual programs during the pandemic, and is again amended by this Amendment No. 2. The Agreement and all 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 and develop an assortment of classes in the areas of piano/keyboard, dance and youth choir. The Parties now wish to amend the Agreement as Amended and amend the not to exceed amount, subject to the appropriation of funds, to extend the term through June 30, 2029, subject to the appropriation of funds.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. Section 2 of the Agreement as Amended, entitled "TERM OF AGREEMENT" is amended to read as follows:
  - A. 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 shall begin July 1, 2019 and terminate on June 30, 2029.

2. Section 6 of the Agreement as Amended, entitled "COMPENSATION AND PAYMENT" is 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 Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is One Million, One Hundred Thousand Dollars (\$1,100,000), 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.

3. Exhibit B, entitled "Schedule of Fees", is hereby amended to have Maximum Compensation not to exceed One Million, One Hundred Thousand Dollars (\$1,100,000).
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. 2, the provisions of this Amendment No. 2 shall control.

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 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: \_\_\_\_\_

\_\_\_\_\_  
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”

**JOSH RUBIETTA**  
a California sole proprietorship

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

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

Name: Josh Rubietta

Title: Owner/Operator

Principal Place of Business Address: 2363 Catalpa Way  
Hayward, CA 94545

Email Address: joshrubietta@gmail.com

Telephone: (847) 345-9949

Fax: NA

“CONTRACTOR”

