

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

PREAMBLE

This agreement (“Amendment No. 2”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Kimberly Davey, 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 10, 2019 (Agreement); and
- B. The Agreement was previously amended by Amendment No. 1, dated August 4, 2020, 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 as Amended for the purpose of having Contractor provide and develop recreational programming in the following category, Dance, and the Parties now wish to amend the Agreement as Amended to extend the term through June 30, 2029, and amend the not to exceed amount, 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:

- A. 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, Three Hundred Ten Thousand, One Hundred Thirty Dollars (\$1,310,130), 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, Three Hundred Ten Thousand, One Hundred Thirty Dollars (\$1,310,130).

- 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”

KIMBERLY DAVEY
a California sole proprietorship

Dated: _____
By (Signature): _____
Name: Kimberly Davey
Title: Owner
Principal Place of Business Address: 18721 Kosich Drive
Saratoga, CA 95070
Email Address: scukim@yahoo.com
Telephone: (408) 772-1122
Fax: NA
“CONTRACTOR”

