

**AMENDMENT NO. 2  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
Z'ONION CREATIVE GROUP LLC**

**PREAMBLE**

This agreement ("Amendment No. 2") dated \_\_\_\_\_ ("Effective Date") is entered into 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 ("Original Agreement") for the purpose of having Consultant provide marketing and communications services; and
- B. The Parties previously executed Amendment No 1 to the Original Agreement ("Amendment No. 1") (the "Original Agreement") and "Amendment No.1 are collectively known as the "Agreement"); and
- C. The Parties have negotiated and agreed to the terms and conditions set forth in this Amendment No. 2 to increase compensation of the Agreement.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. 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 **five hundred sixty thousand dollars (\$560,000)**, 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 circumstances.

- 2. 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. 2, the provisions of this Amendment No. 2 shall control.

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

\_\_\_\_\_  
JÖVAN 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: \_\_\_\_\_

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”