



Date: June 28, 2016
To: City Manager for Council Action
From: City Clerk/Auditor
Subject: Amendment No. 1 to the Agreement with LETRA, Inc.

EXECUTIVE SUMMARY

The attached agreement is a renewal and amendment for the second year of a two-year contract with LETRA, Inc. LETRA, Inc. was chosen through a formal RFP process to provide services as the City of Santa Clara's Democracy Consultant in FY15-16 and FY16-17. This work is in support of the City's good government, community engagement and transparency programs, with a focus this year on the 2016 general municipal election cycle.

In the previous fiscal year, the Democracy Consultant has provided feedback, research and work product regarding neighborhood engagement, citizenship outreach, voter registration, board/commission recruitment, and voter outreach and education. It is anticipated that this role and time commitment will expand significantly during the upcoming fiscal year in support of the 2016 general municipal election cycle.

The specific areas of focus in support of the 2016 general municipal elections include candidate training, orientation and interaction, completion and use of a series of video vignettes, coordination of candidate forums, formulation of content and collateral material, and other appropriate functions. The Democracy Consultant will provide overall expertise and advice to the project team, and will serve in an independent manner regarding elements involving candidate interaction and community engagement which are inappropriate for City staff.

ADVANTAGES AND DISADVANTAGES OF ISSUE


Approving the amended agreement with LETRA, Inc. will accommodate the increased workload of the Democracy Consultant in support of the 2016 general municipal election cycle during the upcoming fiscal year. This will be necessary to provide overall expertise and, when appropriate, an independent third-party to implement program elements, provide information for candidates and increase transparency for residents.

ECONOMIC/FISCAL IMPACT

The amendment will increase funding of the agreement from \$30,000 in FY15-16 to \$45,000 in FY16-17 to accommodate the additional workload in support of the 2016 general municipal election cycle. This funding has been included in the annual budget and will not require any additional budget transfers.

RECOMMENDATION

That the Council approve Amendment No. 1 to the Performance of Services with LETRA, Inc., renewing the agreement for the term of June 30, 2016 to June 30, 2017 and increasing the not to exceed amount for FY16-17 from \$30,000 to \$45,000 for Democracy Consultant services in support of community and voter engagement programs and the 2016 general municipal election cycle.

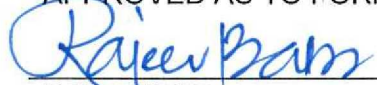


Rod Diridon Jr.
City Clerk/Auditor

Certified as to Availability of Funds: ^{PC}
001-2313-87870 \$ 45,000.00



Gary Ameling
Director of Finance/
Assistant City Manager

APPROVED AS TO FORMAT:


Rajeev Batra
Acting City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:
1) Amendment No. 1 to the Agreement with LETRA, Inc.

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
LETRA, INC**

PREAMBLE

This agreement ("Amendment No. 1") is by and between Law-Enforcement Training and Research Associates, dba LETRA, Inc., a California non-profit corporation, with its principal place of business located at 1610 La Pradera Dr., Campbell, CA 95008 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services By and Between the City of Santa Clara, California, and Letra, Inc.," dated October, 2015 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide services under Exhibit A of the Original Agreement titled "SCOPE OF SERVICES," and the Parties now wish to amend the Original Agreement to reflect a new Schedule of Fees in Exhibit B of the Original Agreement.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That Exhibit B of the Original Agreement, entitled "Schedule of Fees" is hereby amended to read as follows:

The City is exercising its second year renewal option for FY16-17; City shall pay Contractor the sum of thirty thousand dollars (\$30,000) from the Original Agreement plus the increase of fifteen thousand dollars (\$15,000) bringing the amount to a total of forty-five thousand dollars (\$45,000) for FY16-17. In no event shall the amount billed to City by Contractor for services under this Agreement exceed forty-five thousand dollars (\$45,000) for FY16-17, subject to budget appropriations.

The hourly billable rate for Mr. Keeley's services will be one hundred and fifty dollars (\$150) per hour.

Any reimbursable expenses shall be approved by the City prior to their expenditure and be billed to the City at cost by the vendor.

2. 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.

3. COUNTERPART/FACSIMILE SIGNATURE

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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

RICHARD E. NOSKY, JR.
City Attorney

RAJEEV BATRA
Acting City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

ROD DIRIDON, JR.
City Clerk

“CITY”

LETRA, INC.
NON-PROFIT CORPORATION

Dated: 6/15/16

By: 

(Signature of Person executing the Agreement on behalf of Contractor)

Name: Fred Keeley

Title: Project Lead and Co-Director

Local Address: 1610 La Pradera Dr.
Campbell, CA 95008

Email Address: Frederickkeeley2016@gmail.com

Telephone: (408) 379-9400

Fax: (408) 379-9410

“CONTRACTOR”

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
LETRA, INC**

EXHIBIT B

SCHEDULE OF FEES

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