AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES **BETWEEN THE** CITY OF SANTA CLARA, CALIFORNIA, AND CASCADIA CONSULTING GROUP, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Cascadia Consulting Group, Inc., A Washington Corporation (hereinafter "Consultant"). 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 Between the City of Santa Clara, California, and Cascadia Consulting Group, Inc.," dated January 23, 2020 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Consultant prepare an update to the City's Climate Action Plan, and the Parties now wish to amend the Agreement to expand the Scope of Services and extend the term of the Agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Pursuant to Section 2 of the Agreement, entitled "Term of Agreement," the City hereby exercises the first one-year option to extend the termination date of this Agreement to December 31, 2022.
- 2. Exhibit A, entitled "Scope of Services," is hereby amended to revise the following: Task 2.4.1 Greenhouse gas reduction and Sustainability Strategies: Renumber subtask 2.4.2 ("Deliverables") as subtask 2.4.3, and add a new subtask 2.4.2 to read as follows:
 - "2.4.2. The Consultant shall analyze scenarios to achieve new reduction targets per Council's direction."
 - Task 2.5 Develop and Conduct Community Engagement Guidance and Strategies: Renumber subtask 2.5.3 ("Deliverable") as subtask 2.5.4, and add a new subtask 2.5.3 to read as follows:
 - "2.5.3 The Consultant shall conduct additional Community engagement." Task 2.7.2.4 Strategies and Actions is revised to read as follows: "Consultant shall describe each overarching strategy and briefly describe the

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- corresponding actions. Consultant shall revise and refine the Strategies and Actions to incorporate City Council's direction."
- 3. Exhibit B, entitled "Schedule of Fees," is hereby amended to revise Section 1 ("Maximum Compensation") to reflect a maximum compensation of Two Hundred Thirty-One Thousand, Six Hundred Eighty-Four Thousand Dollars (\$231,684).
- 4. Exhibit B, entitled "Schedule of Fees," is hereby amended by replacing existing Table B1 ("Payment Schedule") with the following Revised Table B1:

Task	Deliverable		Cost
2.1	Project Initiation/Kickoff Meeting		\$15,975
2.2	Analysis of 2013 Climate Action Plan		\$4,450
2.3	Recommended and forecast GHG emission reduction targets		\$16,435
2.4	GHG reduction and sustainability strategies		\$25,400
2.5	Conduct Public Engagement		\$41,940
2.6	Coordination with Related City Efforts		\$5,160
2.7	Draft Updated Climate Action Plan		\$33,620
2.8	Prepare Environmental Documents		\$28,780
2.9	Support City in the Adoption of the CAP and the General Plan Amendment		\$11,840
3	Administrative Draft of the Climate Action Plan	32	\$4,540
4	Final Draft of the Climate Action Plan	164	\$24,300
	Contingency for Additional Services		\$19,244
	GRAND TOTAL		\$231,684

5. 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. 1, the provisions of this Amendment No. 1 shall control.

Amendment No. 1 to Agreement with Cascadia Consulting Group, Inc. Rev. 10/25/2019

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.

CITY OF SANTA CLARA, CALIFORNIA

a chartered California municipal corporation

Approved as to Form:	Dated:			
Office of the City Attorney	•	DEANNA J. SANTANA		
City of Santa Clara		City Manager		
		1500 Warburton Avenue		
		Santa Clara, CA 95050		
		Telephone: (408) 615-2210		
		Fax: (408) 241-6771		
	"CITY"			
CASCADIA CONSULTING GROUP, INC.				
a Washington Corporation				
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Dated: 12/1/2021

By (Signature): $\frac{\mathcal{K}}{\mathcal{K}}$

Name: Ruth Bell

Title: Co-President

Principal Place of 1109 1st Avenue, Suite 400

Business Address: Seattle, WA 98101

Email Address: ruth@cascadiaconsulting.com

Telephone: (206) 449-1103

Fax: ()

CONSULTANT"

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