

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
HYAS GROUP, LLC**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Hyas Group, LLC, an Oregon limited liability company (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 Professional Services Between the City of Santa Clara, California, and Hyas Group, LLC," effective June 25, 2019 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide deferred compensation plan consultation services for the City, and the Parties now wish to amend the Original Agreement to (i) extend the term of the Original Agreement through June 24, 2021 with three options to extend the term for one year and (ii) update address information for the purpose of sending notices.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Original Agreement, entitled "Term of Agreement" is hereby amended to read as follows:

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 on June 25, 2019 and terminate on June 24, 2021, with three options to extend the term of this Agreement for one year each, which options may be exercised at the sole discretion of the City. Exercise of options by City shall be in writing and served in accordance with paragraph 17 "Notices" prior to each April 30.

2. Section 17 of the Original Agreement, entitled "Notices" is hereby amended to read as follows:

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Aracely Azevedo
1500 Warburton Avenue
Santa Clara, CA 95050
Email: AAzevedo@SantaClaraCA.gov
Phone: (408) 615-2080
Fax: (408) 985-0667

And to Contractor addressed as follows:

Hyas Group, LLC
Attention: Vincent Galindo
108 NW 9th Avenue, Suite #203
Portland, OR 97209
Email: VGalindo@HyasGroup.com
Phone: (503) 929-9402

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

3. Except as set forth herein, 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.
4. 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.

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:

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HYAS GROUP, LLC

an Oregon Limited Liability Company

Dated: June 10, 2020

By (Signature): Dale Parker

Name: Dale Parker

Title: Managing Partner, Director of Analytical Services

Principal Place of Business Address: 108 NW 9th Avenue, Suite #203
Portland, OR 97209

Email Address: dparker@hyasgroup.com

Telephone: (971) 634-1502

Fax: (503) 914-0022

"CONTRACTOR"