

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
MILTON SECURITY 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 Milton Security Group, Inc. a Delaware corporation, (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 Between the City of Santa Clara, California and Milton Security Group, Inc.", dated August 28, 2020 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide Technology Support including Network and Cyber Security, Advanced Metering Infrastructure (AMI) Implementation, OSIsoft Plant Information (PI) system and SharePoint, and the Parties now wish to amend the Agreement to increase the schedule of fees and extend the term until April 30, 2021.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. Section 2 of the Agreement, entitled "Term of Agreement" is 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 July 1, 2020 and terminate on April 30, 2021.

- 2. Section 6 of the Agreement, entitled "Compensation and Payment" is amended to read as follows:

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 six hundred forty thousand dollars (\$640,000), 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 shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

3. Exhibit B "Schedule of Fees" paragraph 4 of the Agreement, entitled "Not to Exceed Maximum Amount" is amended to read as follows:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed six hundred forty thousand dollars (\$640,000) during the Agreement term, subject to budget appropriations.

4. 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.

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: \_\_\_\_\_

\_\_\_\_\_  
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"

**MILTON SECURITY GORUP, INC.**  
a Delaware corporation

Dated: \_\_\_\_\_ Nov 30 2020

By (Signature): *Jim McMurry*

Name: JAMES MCMURRY

Title: CEO

Principal Place of 801 North Harbor

Business Address: Fullerton, CA 92832

Email Address: jim@miltonsecurity.com

Telephone: (714) 262-5006

"CONTRACTOR"