

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

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Navigant Consulting, 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 Navigant Consulting, Inc.", dated October 24, 2018 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide consulting services to support the City's Critical Infrastructure Protection (CIP) Program, and the Parties now wish to amend the Original Agreement to extend the term and increase the schedule of fees.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AMENDMENT TERMS AND CONDITIONS**

That 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 October 15, 2018 and terminate on December 31, 2021.

That Section 6 of the Original Agreement, entitled "Compensation and Payment" is hereby 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 one hundred forty-nine thousand dollar (\$149,000), 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.

That paragraph number 2 and Table 1-1(Cost by Task) of Exhibit B of the Original Agreement, entitled “Schedule of Fees” is hereby amended to read as follows:

The following table and total proposed costs includes a not to exceed amount of \$139,000 for professional services on time and materials and \$10,000 for travel costs. Travel costs will be billed as incurred with no mark up. Navigant will use customary economy travel rates and airfare will be at the coach or main cabin rate.

Labor Categories	Fee
Support Internal Compliance Program	\$139,000
<i>Travel Expenses (as accrued for necessary onsite visits)</i>	\$10,000
Total	\$149,000

## 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. COUNTERPARTS

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:

Dated: 12-2-19



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"

**NAVIGANT CONSULTING, INC.**  
a Delaware corporation

Dated: 11/13/2019

By (Signature): 

Name: Chris Luras

Title: Director, Risk & Compliance

Principal Place of Business Address: 150 N Riverside Plz, Suite 2100  
Chicago, IL 60606

Email Address: Chris.Luras@navigant.com

Telephone: (801) 891-7127

Fax: (916) 852-1073

"CONTRACTOR"