Ebix Insurance No. S200003263

**AMENDMENT NO. 4**
**TO THE AGREEMENT FOR SERVICES**
**BETWEEN THE**
**CITY OF SANTA CLARA, CALIFORNIA,**
**AND**
**TRB + ASSOCIATES, INC.**

## PREAMBLE

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRB + Associates, Inc., a California 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 Professional Services By and Between the City of Santa Clara, California and TRB + Associates, Inc.," dated August 18, 2015 (Original Agreement);

B. The Original Agreement was previously amended by Amendment No. 1, dated April 8, 2016, Amendment No. 2, dated September 5, 2017, Amendment No. 3 dated May 14, 2019, and is again amended by this Amendment No. 4. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and

C. The Parties entered into the Original Agreement as Amended for the purpose of having Contractor provide qualified contract personnel, technical and professional services, and the Parties now wish to amend the Original Agreement as Amended to extend the termination date and to increase the amount billed under the Agreement for a maximum aggregate compensation not to exceed $2,449,000 for six consultant firm agreements.

NOW, THEREFORE, the Parties agree as follows:

## AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Original Agreement as Amended, entitled "Term of Agreement," is hereby amended by deleting the existing termination date of October 31, 2021 and replacing it with the following:

   "November 30, 2024"

2. Section 9 of the Original Agreement as Amended, entitled "Compensation and Payment," is hereby amended to read as follows:

   "9. COMPENSATION AND PAYMENT

A. 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 "FEE SCHEDULE."

B. Contractor acknowledges that Contractor is one of 6 companies selected to perform related services for the City, and City will be utilizing the services of all 6 companies, pursuant to 6 separate agreements (collectively, the “Plan Check Agreements”). Those 6 companies, and the effective dates of the applicable Plan Check Agreements, are as follows:

1. Jason Addison Smith Consulting Services, Inc., effective Nov. 1, 2019;
2. Plan Review Consultants, Inc., effective July 19, 2016, amended Aug. 28, 2017, amended May 14, 2019;
3. Shums Coda Associates, Inc., effective June 23, 2015, amended June 6, 2016, amended Sep. 26, 2017, amended May 14, 2019;
4. Synergetic Consulting, effective July 8, 2019;
5. TRB + Associates, Inc., effective Aug. 18, 2015, amended Apr. 8, 2016, amended Sep. 5, 2017, amended May 14, 2019;
6. West Coast Code Consultants, Inc., effective Nov. 1, 2018, amended July 1, 2019;

C. Contractor further acknowledges that City is concurrently executing additional amendments to each of the Plan Check Agreements to include language similar to this section 6 (the “Plan Check Agreements As Amended”);

D. The aggregate maximum compensation of the Plan Check Agreements As Amended is two million, four hundred forty-nine thousand dollars ($2,449,000), subject to budget appropriations, which includes all payments that may be authorized for Services, expenses, supplies, materials and equipment required to perform the Services under this Agreement or under any of the Plan Check Agreements As Amended. 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.

E. Contractor further acknowledges that there are no minimum usage requirements and no commitment for a minimum number of hours.”

3. A new Section 35 is hereby added to the Original Agreement as Amended to read as follows:

“35. STATEMENTS OF ECONOMIC INTERESTS

In accordance with the California Political Reform Act (Government Code section 81000 et seq.) and the City’s Conflict of Interest Code, Contractor shall cause each person who will be principally responsible for providing the Services and deliverables under this Agreement to do each of the following:

A. Complete a Form 700 for the disclosure categories of economic interests specified in the City’s Conflict of Interest Code;

B. File the Form 700 no later than thirty (30) calendar days after the date the person begins performing services under the Agreement, and all subsequent Form 700s in conformance with the requirements specified in the California Political Reform Act; and

C. File the Form 700 with the City's Clerk Office."

4. That the text on the first page of Exhibit B, entitled "Fee Schedule" of the Original Agreement as Amended, is hereby amended to read as follows:

"Contractor shall provide a schedule of rates and fees which includes all billing amounts and costs as follows in Exhibit B.

If an item is not specifically mentioned in Exhibit B, details will be discussed and approved by the City of Santa Clara Building Official as needed.

The maximum aggregate compensation of the Plan Check Agreements As Amended is two million, four hundred forty-nine thousand dollars ($2,449,000), subject to budget appropriations, which includes all payments that may be authorized for Services, expenses, supplies, materials and equipment required to perform the Services under this Agreement or under any of the Plan Check Agreements As Amended."

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5. Except as set forth herein, all other terms and conditions of the Original Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 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"

**TRB + ASSOCIATES, INC.**
a California Corporation

Dated: _____

By (Signature): _____

Name: Todd Bailey

Title: Principal

Principal Place of Business Address: 3180 Crow Canyon Place, Suite 216
San Ramon, CA 94583

Email Address: tbailey@trbplus.com

Telephone: (925) 866-2633

Fax: (925) 790-0011

"CONTRACTOR"

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