# AMENDMENT NO. 1
# TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
# BETWEEN THE
# CITY OF SANTA CLARA, CALIFORNIA,
# AND
# SYNERGETIC CONSULTING

## PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City), and Synergetic Consulting, a Nevada 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

- The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California and Synergetic Consulting" with an effective date of July 8, 2019 (Agreement); and

- The Parties entered into the Agreement for the purpose of having Contractor provide continued software consulting and development support for the Tidemark and Accela Permit and Land Development software systems, and the Parties now wish to amend the Agreement 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 Agreement, entitled "Term of Agreement," is hereby amended to delete the existing termination date of July 8, 2021 and replace it with the following:

   "November 30, 2024."

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

   "6. 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 "REVISED SCHEDULE OF FEES."

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 26 is hereby added to the Agreement to read as follows:

"26. 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. Exhibit B of the Agreement entitled "Schedule of Fees" is hereby amended by deleting the existing Exhibit in its entirety and replacing it with the attached "Revised Schedule of Fees".

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.

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"

**SYNERGETIC CONSULTING**
a Nevada Corporation

Dated: _____
By (Signature): _____
Name: Edward R. Rought
Title: President
Principal Place of Business Address: 14700 Virginia Foothills Dr. #2, Reno, Nevada 89521
Email Address: erought@e-syncon.com
Telephone: (775) 284-3400
Fax: ( )

"CONTRACTOR"

## EXHIBIT B
## REVISED SCHEDULE OF FEES

Synergetic Consulting provides the following method for obtaining general support services:

- **Graduated Usage Contract Services** - As the City uses service hours the pricing will automatically move to the next price break level as the hours are used and billed. There are no minimum usage requirements for this option and no commitment for a minimum number of hours.

**Graduated Usage Contract Services Pricing**

The Graduated Usage Contract allows the City to start saving from the first hour used and gain additional savings as hours are used without requiring any minimum usage. As the hours get used, they are invoiced according to the range.

Both remote and on-site hours can be combined to qualify for an Hours Range level in the rate chart below:

| Hours Range | Remote Work Hourly Rate | On-Site Work Hourly Rate |
|---|---|---|
| **1 – 150** | **$125** | **$150** |
| **151 – 400** | **$115** | **$138** |
| **401 and up** | **$105** | **$126** |

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.