

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
HOUSEKEYS, INC.
FOR
BELOW MARKET PURCHASE PROGRAM ADMINISTRATION**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and HouseKeys, 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 Services, dated November 18, 2020 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide administrative and transactional services for the City's Below-Market Priced Program (BMP) and the Parties now wish to amend the Agreement to increase the number of BMP unit transactions and the maximum compensation amount.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of Exhibit B of the Agreement, entitled "Maximum Compensation" is amended to read as follows:

The maximum amount payable for all products and services provided under this Agreement shall not exceed **Seven Hundred and One Thousand Two Hundred Fifty Dollars (\$701,250)** during the Initial Term, subject to the appropriation of funds. Any additional services or materials requested by the City that would exceed the preceding amount will be addressed in an additional amendment to the Agreement. The estimated annual compensation is specified in Table B1 below. Any amount remaining in Years 1 and 2 would be carried forward to Year 3:

Description	Initial Term (Year 1)	Initial Term (Year 2)	Initial Term (Year 3)
Program Setup Fee (One Time Fee)	\$15,000		
Program Administration Fees ¹	\$56,250	\$75,000	\$75,000
Transaction Fees ²	\$240,000	\$120,000	\$120,000
Estimated Annual Total	\$311,250	\$195,000	\$195,000
Total Maximum Not-to-Exceed Compensation	\$701,250		

¹Program administration fees for Year 1 are for 9 months. HouseKeys requires 3 months for program setup.

²The transaction fees are estimates based on approximately 16 sales in year one and 8 sales per year in year two and three. Any amount remaining in Years 1 and 2 would be carried forward to Year 3.

2. Section 4 of Exhibit B of the Agreement, entitled "Transaction Fees" is amended to read as follows:

Transaction Fee Description	Price
Processing of Pre-Qualified Clients Referred from Current BMP Administrator	\$1,000/Existing File
Pre-Qualification Fee	\$750/Household (To Contractor)
New or Resale Fee ¹	\$500 Collected and paid by Contractor to City by check or invoice credit
BMP Sale Application Processing Fee	\$2,500/Household to Contractor
BMP Ranking/Lottery Coordination Fee	\$2,500/Offering
BMP Resale Coordination Fee	\$7,500/Resale

¹Any fees paid to the City via invoice credit shall be clearly specified on the invoice and applied to either the BMP Sale Application Processing Fee or the BMP Resale Coordination Fee, as appropriate.

3. 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.

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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"

HOUSEKEYS, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: Julius Nyanda

Title: Founder and CEO

Principal Place of Business Address: 358 Digital Drive
Morgan Hill, CA 95037

Email Address: Julius@housekeys.org

Telephone: (415) 846-8004

Fax: (408) 8507431

"CONTRACTOR"