

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
HULBERG AND ASSOCIATES, INC. DBA VALBRIDGE PROPERTY ADVISORS**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Hulberg and Associates, Inc. dba Valbridge Property Advisors, 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 Between the City of Santa Clara, California, and Hulberg and Associates, Inc. DBA Valbridge Property Advisors", dated October 5, 2018 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated February 5, 2020, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having easement and parcel assessment services for City and non-City property within and outside the City limits on an as-needed basis, and the Parties now wish to amend the Original Agreement to extend the term.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Reinstatement of Agreement. The termination of the Agreement is hereby revoked and, except as expressly modified by this Amendment, the Agreement is reinstated in its entirety and shall be in full force and effect as if the same had never been terminated.
- 2. Section 2 of the Agreement as Amended, 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 September 25, 2018 and terminate on September 25, 2023.

3. Exhibit B – Schedule of Fees is amended to read as set forth in Exhibit B – Compensation and Fee Schedule Amended October 1, 2021.
4. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. *2 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: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

HULBERG AND ASSOCIATES, INCL DBA VALBRIDGE PROPERTY ADVISORS
A CALIFORNIA CORPORATION

Dated: _____

By (Signature): _____

Name: Norman C. Hulberg

Title: Senior Managing Director

Principal Place of 55 South Market Street, Suite 1210

Business Address: San Jose, CA 95113

Email Address: nhulberg@valbridge.com

Telephone: (408)279-1520 ext.7142

Fax: (408)279-3428

“CONTRACTOR”

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND
HULBERG AND ASSOCIATES, INC. DBA VALBRIDGE PROPERTY ADVISORS
EXHIBIT B – SCHEDULE OF FEES AND PAYMENT PROVISIONS –
AMENDED OCTOBER 1, 2021**

1. MAXIMUM COMPENSATION

- 1.1. The maximum amount of compensation to be paid to Contractor during the Initial Term shall not exceed three hundred thousand dollars (\$300,000).
- 1.2. Any work or materials requested by the City that would exceed the Maximum Compensation shall require the execution of an amendment to this Agreement before the commencement of work.

2. RATES AND WORK AUTHORIZATION

- 2.1. Contractor shall provide services either on a project-based quote or hourly.
- 2.2. Hourly rate are as follows:
 - 2.2.1. Appraiser: \$260 - \$360 per hour
 - 2.2.2. Analyst: \$155 per hour
- 2.3. For appraisals to be provided at a fixed price, contractor shall follow the following process:
 - 2.3.1. When services are required by the City, Contractor shall provide a quote for the requested services.
 - 2.3.2. The submitted quote shall include the address for the specified appraisal(s) and the fixed cost.
 - 2.3.3. Where the terms of any quote are in conflict with this Agreement, the terms of the Agreement shall prevail.
 - 2.3.4. All submitted pricing shall be in accordance with the rates authorized in this Agreement.
- 2.4. City shall review Contractor's submitted quote and, if there are no issues, City shall provide written authorization to proceed.
- 2.5. The Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work.
- 2.6. Contractor is responsible for notifying City in a timely manner when the quoted cost may change Contractor shall provide reason for the change specific to each work authorization.
- 2.7. In the event City requests changes to the approved work, Contractor shall submit a quote for the additional requested work in accordance with this Section 2.

- 2.8.** No products or services that will commit or authorize funds in excess of the authorized amount in this Agreement are authorized. 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.
- 2.9.** Contractor shall not initiate any Project Assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.
- 2.10.** City shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

3. INVOICING

- 3.1.** Contractor shall submit an invoice to the City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.
- 3.2.** Each invoice shall include the task costs for the previous month.
- 3.3.** If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Contractor a written explanation of why the expense is being disputed.

4. PAYMENT TO CONTRACTOR

- 4.1.** The City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.
- 4.2.** If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.