

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MANAGEMENT PARTNERS, INC.**

PREAMBLE

This First Amendment to the Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Management Partners, Inc., an Ohio corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

The following provisions form the basis for, and are hereby made a part of, this Amended Agreement:

WHEREAS, the parties have entered into an Agreement dated May 13, 2021 (the "Agreement");

WHEREAS, the parties now wish to amend certain terms of the Agreement as set forth herein to add services for one additional closed session for a total of two closed session and add \$1,000 to the not to exceed budget.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties hereto do hereby agree as follows:

1. **Article 6.** shall be amended by deleting the paragraph in its entirety and replacing with the following:

COMPENSATION AND PAYMENT

This is a fixed price contract, subject to monthly invoicing by the Contractor. 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, "Schedule of Fees." The maximum compensation for this Agreement is Thirteen Thousand Nine Hundred Dollars and Zero Cents (\$13,900.00) which includes all costs and expenses including but not limited to supplies, labor, materials and equipment required to perform the Services. All work performed or materials provided in excess of this maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

The fees and payment schedule for furnishing services under this Contract shall be

based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide City with his/her/its/their Federal Tax I.D. number prior to submitting the first invoice. Payment shall be made within 30 days of receipt of invoice.

2. **Exhibit A** shall be amended to delete the existing Activity 2 and replace it with the following:

Activity 2 – Facilitate Closed Sessions

Two closed sessions shall be held. Contractor will meet with the Mayor and Outside Counsel in advance of each closed session to discuss the process for the meeting. The First Closed Session shall occur no later than July 18, 2021 and, if later, subject to the requirements regarding extension, as addressed under the heading regarding Activity 1. The Second Closed Session shall occur no later than September 30, 2021 and, if later, subject to the requirements regarding extension, as addressed under the heading regarding Activity 1. Contractor will then facilitate all or part of each closed session with the Council, in Council's discretion. Outside Counsel will attend both closed sessions as well. The City Attorney will be present for a portion of one or both of the sessions, in Council's discretion.

During the closed sessions, Contractor will provide an overview of the process to date, present the confidential report, provide any additional information requested by Council and highlight key issues for discussion. Contractor will facilitate a discussion about expectations and goals for the City Attorney, with the outcome being consensus by the Council. After the second closed session Contractor will update and submit a final confidential report.

The closed sessions will be facilitated in such a way that there is an open and productive discussion by all Council members.

3. **Exhibit B – Schedule of Fees** shall be deleted in its entirety and replaced with the following:

Contractor will complete the plan of work described above for a total fixed fee of \$13,900 which includes all costs and expenses. Payment shall be made as set forth in Section 6 of the Agreement. If more than two closed sessions are needed, Contractor will charge \$1,000 for each additional session. Any additional services or charges in excess of \$13,900 must be approved in advance by amendment to this Agreement. Contractor shall invoice City upon successful completion of each milestone as follows:

Milestone 1	Conduct interviews and 360° feedback.	\$8,000
Milestone 2	Prepare report.	\$5,900
	TOTAL	\$13,900

4. Except as expressly set forth herein, the Agreement shall remain in full force and effect.

5. ELECTRONIC TRANSMISSION OF CONTRACT AND SIGNATURE

The Parties agree that this Amendment may be transmitted and signed by electronic mail by any of the Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

The Parties acknowledge and accept the terms and conditions of this Agreement 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: _____

JENICA MALDONADO
Of Counsel
Renne Public Law Group

LISA GILLMOR
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Santa Clara, CA 95050
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“CONTRACTOR”
MANAGEMENT PARTNERS, INC.
A OHIO CORPORATION

Dated: _____

By (Signature): _____

Name: Jerry Newfarmer

Title: President and CEO

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