

**FIRST AMENDMENT TO THE SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND GOATS R US FOR VEGETATION CONTROL GOATS**

THIS FIRST AMENDMENT to the Services Agreement is entered into as of \_\_\_\_\_ by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and GOATS R US, a sole proprietor ("CONTRACTOR").

WHEREAS, CITY and CONTRACTOR entered into an agreement dated February 8, 2024, whereby CONTRACTOR would provide specialized services in relation to vegetation control at the Sunnyvale Landfill via the use of goats/sheep; and

WHEREAS, the agreement included an option to extend the term with three (3) one-year optional extensions, at the CITY's option

WHEREAS, the CITY and CONTRACTOR now desire to increase the maximum compensation and exercise year one (1) of three contract extensions; and

NOW, THEREFORE, THE CITY AND CONTRACTOR ENTER INTO THIS FIRST AMENDMENT TO THE AGREEMENT.

1. Section 2 of the agreement entitled "Contract Term" is hereby deleted and replaced in its entirety to read as follows:

2. Contract Term

The term of this agreement shall begin on February 9, 2026 and continue through February 8, 2027, unless otherwise terminated. This agreement may be renewed at the option of the City for two (2) additional one-year optional extensions subject to available funding.

2. Section 3 of the agreement entitled "Payment of Fees and Expenses" is hereby deleted and replaced in its entirety to read as follows:

3. Payment of Fees and Expenses

CITY agrees to pay CONTRACTOR at the rates set forth in Exhibit "B". Total compensation shall not exceed Three Hundred Forty Five Thousand and No/100 Dollars (\$345,000.00).

CONTRACTOR shall submit invoices to CITY no more frequently than monthly for services provided to date. CONTRACTOR shall submit with invoices a weekly time card to CITY staff for approval. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable,

P.O. Box 3707, Sunnyvale, CA 94088-3707 or [accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov).

3. All other terms and conditions remain unchanged and are in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

GOATS R US ("CONTRACTOR")

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

ATTEST:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney