

**FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND STRATEGIC ECONOMICS, INC. FOR PROFESSIONAL
SERVICES FOR THE SANTA CLARA COUNTY GRAND NEXUS AND FEASIBILITY STUDY**

This First Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and STRATEGIC ECONOMICS, INC. ("CONSULTANT"), a California corporation.

WHEREAS, the CITY and CONSULTANT entered into an Agreement on November 26, 2024, whereby CONSULTANT would provide professional consulting services for the Santa Clara County Grand Nexus and Feasibility Study ("Agreement"); and

WHEREAS, the CITY and CONSULTANT desire to change the term of the Agreement, scope of work, and compensation; and

WHEREAS, the CITY and CONSULTANT now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE CITY AND CONSULTANT ENTER INTO THIS FIRST AMENDMENT TO THE AGREEMENT:

1. Exhibit A is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and incorporated herein by this reference.
2. Exhibit B is hereby deleted in its entirety and replaced with Exhibit B-1, attached hereto and incorporated herein by this reference.
3. Section 1 of the Agreement, entitled "Services by CONSULTANT", is hereby amended in its entirety to read as follows:

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A-1", which are attached hereto and incorporated herein by reference. CONSULTANT shall determine the method, details and means of performing the services.

CONSULTANT acknowledges that it is the "CONTRACTOR" referenced in the MOU, attached hereto as Exhibit "D" and incorporated herein by reference, and agrees to the terms and conditions of the MOU applicable to CONSULTANT, including, but not limited to, the role and responsibilities of "CONTRACTOR" and the funding and method of payment as outlined in the MOU.

4. Section 2 of the Agreement, entitled "Time for Performance", is hereby amended in its entirety to read as follows:

2. Time for Performance

The term of this Agreement shall be from date of execution through December 31, 2026, unless otherwise terminated in accordance with Section 17 of this Agreement. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A-

1". Extensions of time may be granted by the City Manager as an amendment in accordance with Section 18 below.

5. Section 4 entitled "Compensation" is hereby amended in its entirety to read as follows:

4. Compensation

CITY agrees to pay CONSULTANT as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B-1", attached hereto and incorporated herein by reference. Total compensation shall not exceed Three Hundred Sixty One Thousand Ninety Dollars and 00/100 Dollars (\$361,090.00), unless upon written modification of this Agreement.

CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. 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. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement.

CITY OF SUNNYVALE ("CITY")

STRATEGIC ECONOMICS, INC.
("CONSULTANT")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney