

**SECOND AMENDMENT TO  
THE SERVICES AGREEMENT BETWEEN  
THE CITY OF SUNNYVALE AND  
HOMEFIRST SERVICES OF SANTA CLARA COUNTY FOR  
THE FAIR OAKS PARK UNHOUSED MOTEL PROJECT**

THIS Second Amendment to the Services Agreement (“Services Agreement”) is dated June \_\_, 2021, and is by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California (“CITY”), and HOMEFIRST SERVICES OF SANTA CLARA COUNTY (“CONTRACTOR”), collectively referred to as “the Parties”.

WHEREAS, the Parties entered into a Services Agreement on February 11, 2021, to facilitate a motel program to temporarily relocate displaced City residents associated with the closure of Fair Oaks Park in Sunnyvale; and

WHEREAS, the Parties executed an Amendment to the Services Agreement on March 18, 2021, that made minor modifications to the Scope of Work; and

WHEREAS, the Parties wish to extend the term of the Services Agreement for an additional two months and to add \$84,500.00 to the total value of the Services Agreement.

NOW, THEREFORE, the Parties agree to modify the following provisions:

SECTION 2. CONTRACT TERM. The term of this Services Agreement shall be from the original date of execution through August 30, 2021, unless otherwise terminated.

SECTION 3. PAYMENT OF FEES AND EXPENSES. CITY agrees to pay CONTRACTOR two hundred fifty-three thousand seven hundred and three dollars (\$253,703.00) in accordance with the fees as set forth in Exhibit "B". Total compensation shall not exceed two hundred fifty-three thousand seven hundred and three dollars (\$253,703.00) unless upon written modification to this Agreement signed by both parties. CONTRACTOR shall submit progress payment invoices to CITY no more frequently than monthly to be paid in accordance with the budget as set forth in Exhibit "B" attached and incorporated by reference.

All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Teri Silva, Assistant City Manager, 456 W. Olive Avenue, Sunnyvale, CA 94086. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY.

EXHIBIT “B” is replaced with the new EXHIBIT “B” attached and incorporated into this Second Amendment.

All other terms, conditions and Amendments not expressly modified by this Second Amendment to the Services Agreement shall remain in full force and effect.

**[signatures on following page]**

**WITNESS THE EXECUTION HEREOF** on the day and year written above.

CITY OF SUNNYVALE  
A Municipal Corporation ("CITY")

By \_\_\_\_\_  
Kent Steffens  
City Manager

APPROVED AS TO FORM:

HOMEFIRST SERVICES OF SANTA  
CLARA COUNTY ("CONTRACTOR")

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

By \_\_\_\_\_  
Andrea Utton  
CEO

Attachment: "Exhibit B"

**EXHIBIT B**

**[PENDING]**