

**AMENDMENT NO. 1 TO CONTRACT NO. S24189598
BETWEEN THE CITY OF PALO ALTO AND
GOOD CITY COMPANY**

This Amendment No. 1 (this “Amendment”) to Contract No. S24189598 (the “Contract” as defined below) is entered into as of June 18, 2024, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and GOOD CITY COMPANY, a California corporation, located at 601 Allerton Street, Suite 110, Redwood City, CA 94063 (“CONSULTANT”). CITY and CONSULTANT are referred to collectively as the “Parties” in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of updating to Title 16 of the Palo Alto Municipal Code, as detailed therein.

B. The Parties now wish to amend the Contract in order to amend adding scope of service and increase compensation by Eighteen Thousand One Hundred Twenty Dollars (\$18,120) from Seventy-Four Thousand One Hundred Seventy-Three Dollars (\$74,173) to a new total not to exceed compensation of Ninety-Two Thousand Two Hundred Ninety-Three Dollars (\$92,293).

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract No. S24189598 between CONSULTANT and CITY, dated February 5, 2024.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 4. NOT TO EXCEED COMPENSATION of the Contract is hereby amended to read as follows:

“The compensation to be paid to CONSULTANT for performance of the Services shall be based on the compensation structure detailed in Exhibit C, entitled “COMPENSATION,” including any reimbursable expenses specified therein, and the maximum total compensation shall not exceed **Eighty Five Thousand Five Hundred Fifty Dollars (\$85,550)**. The hourly schedule of rates, if applicable, is set out in Exhibit C-1, entitled “SCHEDULE OF RATES.” Any work performed or

expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 4 shall be at no cost to the CITY.

☒ Optional Additional Services Provision (This provision applies only if checked and a not-to-exceed compensation amount for Additional Services is allocated below under this Section 4.)

In addition to the not-to-exceed compensation specified above, CITY has set aside the not-to-exceed compensation amount of **Six Thousand Seven Hundred Forty-Three Dollars (\$6,743)** for the performance of Additional Services (as defined below). The total compensation for performance of the Services, Additional Services and any reimbursable expenses specified in Exhibit C, shall not exceed **Ninety-Two Thousand Two Hundred Ninety-Three Dollars (\$92,293)**, as detailed in Exhibit C.

“Additional Services” means any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit A. CITY may elect to, but is not required to, authorize Additional Services up to the maximum amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall provide Additional Services only by advanced, written authorization from CITY as detailed in this Section. Additional Services, if any, shall be authorized by CITY with a Task Order assigned and authorized by CITY’s Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit A-1, entitled “PROFESSIONAL SERVICES TASK ORDER”. Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for Additional Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY’s Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation to CONSULTANT for all Task Orders authorized under this Agreement shall not exceed the amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall only be compensated for Additional Services performed under an authorized Task Order and only up to the maximum amount of compensation set forth for Additional Services in this Section 4. Performance of and payment for any Additional Services are subject to all requirements and restrictions in this Agreement.”

SECTION 3. Section 12. SUBCONTRACTING of the Contract is hereby amended to read as follows:

“**Subcontracts Authorized:** Notwithstanding Section 11 (Assignment) above, CITY agrees that subcontractors may be used to complete the Services. The subcontractor authorized by CITY to perform work on this Project is:

- Environmental Collaborative
41 Jeannette Court, Walnut Creek, CA 94596
(510) 393-0770

CONSULTANT shall be responsible for directing the work of any subcontractors and for any compensation due to subcontractors. CITY assumes no responsibility whatsoever concerning compensation of subcontractors. CONSULTANT shall be fully responsible to CITY for all acts and omissions of subcontractors. CONSULTANT shall change or add subcontractors only with the prior written approval of the City Manager or designee."

SECTION 4. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A" entitled "SCOPE OF SERVICES", AMENDED, REPLACES PREVIOUS.
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE",AMENDED, REPLACES PREVIOUS.
- c. Exhibit "C" entitled "COMPENSATION", AMENDED, REPLACES PREVIOUS.

SECTION 5. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 6. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment **effective** as of the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or Designee

GOOD CITY COMPANY

Officer 1

DocuSigned by:
By: 
5C6A1A91BD384BA...
Name: Aaron Akin

Title: Principal, Good City Co.

Officer 2 (Required for Corp. or LLC)

DocuSigned by:
By: 
4BA97C548171401...
Name: Lisa Costa Sanders

Title: Principal, Good City Co.

Attachments:

- Exhibit A – Scope of Services, Amendment No.1 (Amended, Replaces Previous)
- Exhibit B – Schedule of Performance, Amendment No.1 (Amended, Replaces Previous)
- Exhibit C – Compensation, Amendment No.1 (Amended, Replaces Previous)
- Exhibit C-1 – Schedule of Rates, Amendment No.1 (Amended, Replaces Previous)

EXHIBIT "A"
SCOPE OF SERVICES, AMENDMENT NO.1
(AMENDED, REPLACES PREVIOUS)

MEMORANDUM & ORDINANCE RECOMMENDATION SERVICE

CONSULTANT will complete an existing condition memorandum and prepare a Stream Corridor Ordinance for the CITY based on City Council's recommendations.

Task 1: Existing Condition Memorandum

CONSULTANT will prepare a memorandum that includes the following criteria:

- Project description and objectives;
- Existing regulatory framework;
- Maps, illustrations, and photos to describe the location, path, and general characteristics of all streams in Palo Alto. The report will include a description of stream characteristics west and east of Foothill Expressway and describe sections that are natural stream habitats, channelized areas, or culverts; and
- Identify where buildings have encroached into natural creek settings utilizing aerials maps and field observations.

Task 2: Stream Corridor Ordinance Recommendations

CONSULTANT will prepare a draft ordinance revising the Stream Corridor Ordinance for CITY staff and City Council consideration. The proposed ordinance revisions will directly relate to Comprehensive Plan programs N3.3.1, N3.3.2 and N3.3.3.

Task 3: Biological Study (Amendment No. 1)

3.1 Background Review

CONSULTANT will assemble and review available mapping and documentation. This will include the Natural Environment Element and Environment Impact Report on of the CITY's Comprehensive Plan and the current Stream Corridor Protection Ordinance. CONSULTANT will assemble and review mapping from the National Wetland Inventory, the Santa Clara Valley Water District, of existing Assessor Parcels, and available aerial mapping of the City.

CONSULTANT will conduct a limited reconnaissance to confirm existing field conditions. This will include a 1-day field reconnaissance to take photos from public property to demonstrate the range of conditions along protected stream segments, including reaches that have been channelized for flood control purposes, locations with natural bank conditions but little riparian cover, and location with well-developed and high value woody riparian vegetation. No detailed field surveys or mapping of existing conditions are proposed as part of this scope.

3.2 Background and Planning Considerations (BPC) Report

Vers.: Aug. 5, 2019

CONSULTANT will summarize and map available data, which will include the following:

- Existing conditions of protected streams in the City and result of background review
- Maps showing protected streams and results of the background review using available CAD.
- Photographs from the field reconnaissance
- Estimates of the number of parcels that contain segments of protected streams (if data available)
- Estimates of the number of parcels containing stream segments that have been channelized, are in a natural state, or contain high quality woody riparian vegetation, if possible.
- Consideration of parcel size for different minimum setbacks (under 0.5 acre, 0.5-2 acres, over 2 acres)

CONSULTANT will provide a summary of existing Federal, State and Local Regulations.

CONSULTANT will provide a narrative of planning alternatives/considerations and options for consideration by the CITY. CONSULTANT will provide methods/options for providing greater avoidance and protection of the stream and include a summary of other cities on stream setback requirements and exceptions for benchmarking.

CONSULTANT will provide recommendations to update or refine the CITY's existing stream ordinance.

3.3 Ordinance Refinement

CONSULTANT will attend up to three (3) public meetings/hearings in person or virtually. CONSULTANT will contribute providing any technical questions and complete text revisions to the draft ordinance to ensure creation of final ordinance.

Final Ordinance Deliverables

CONSULTANT will deliver memorandum and ordinance of CONSULTANT's recommendation draft(s) for CITY review. Upon CITY and/or City Council reviewed suggestions, CONSULTANT will update finalizing drafts to submit to CITY final version of the Stream Corridor memorandum and ordinance recommendation.

EXHIBIT B
SCHEDULE OF PERFORMANCE, AMENDMENT NO. 1
(AMENDED, REPLACES PREVIOUS)

Milestones	Completion Dates (as specified below) from NTP
1. Memorandum & Ordinance of Recommendation Service <u>Task #1 Deliverable</u> - Draft Stream Corridor Existing Condition Memorandum	March 2024
2. Memorandum & Ordinance Recommendation Service <u>Task #2 Deliverable</u> - Draft Stream Corridor Ordinance Recommendations	March 2024
3. Biological Study (Amendment No.1) <u>Task #3 Deliverable</u> - Background and Planning Considerations (BPC) Report	June 2024
4. Memorandum & Ordinance Development Service <u>Task# 1 Deliverable</u> - Final Draft Existing Condition Memorandum	June 2024
5. Memorandum & Ordinance Recommendation <u>Task # 2 Deliverable</u> - Final Draft Stream Corridor Ordinance Recommendations	September 2024

☒ Optional Schedule of Performance Provision for On-Call or Additional Services Agreements.

(This provision only applies if checked and only applies to on-call agreements per Section 1 or agreements with Additional Services per Section 4.)

The schedule of performance shall be as provided in the approved Task Order, as detailed in Section 1 (Scope of Services) in the case of on-call Services, or as detailed in Section 4 in the case of Additional Services, provided in all cases that the schedule of performance shall fall within the term as provided in Section 2 (Term) of this Agreement.

EXHIBIT C
COMPENSATION, AMENDMENT NO.1
(AMENDED, REPLACES PREVIOUS)

CITY agrees to compensate CONSULTANT for Services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the rate schedule attached as Exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below, provided that the total compensation for the Services, including any specified reimbursable expenses, and the total compensation for Additional Services (if any, per Section 4 of the Agreement) do not exceed the amounts set forth in Section 4 of this Agreement.

CONSULTANT agrees to complete all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

BUDGET SCHEDULE

Memorandum & Ordinance of Recommendation Service – Task 1 & 2 Deliverables (hourly budget rates)			
Title	Rate	Hours	Cost
Planning Director	\$230	150	\$34,500
Senior Planner/Project Manager	\$170	65	\$11,050
Principal Planner	\$195	32	\$6,240
Principal	\$260	32	\$8,320
Associate Planner	\$135	32	\$4,320
Marketing Specialist/Graphic Designer	\$100	30	\$3,000
Task 1 & 2 Sub-total for Services			\$67,430
Task 3 - Amendment No. 1			
Biological Study (Task 3.1 thru 3.3)	195	76	\$14,820
Reimbursable Expenses (if, any)			\$3,300
Total for Services and Reimbursable Expenses			\$85,550
Additional Services (if any, per Section 4)			\$6,743
Maximum Total Compensation			\$92,293

REIMBURSABLE EXPENSES

CONSULTANT'S ordinary business expenses, such as administrative, overhead, administrative support time/overtime, information systems, software and hardware, photocopying, telecommunications (telephone, internet), in-house printing, insurance and other ordinary business expenses, are included within the scope of payment for Services and are not reimbursable expenses hereunder.

Reimbursable expenses, if any are specified as reimbursable under this section, will be reimbursed at actual cost. The expenses (by type, e.g. travel) for which CONSULTANT will be reimbursed are: **mapping solutions and travel expenses** up to the not-to-exceed amount of: **\$3,300**.

All requests for reimbursement of expenses, if any are specified as reimbursable under this section, shall be accompanied by appropriate backup documentation and information.

EXHIBIT C-1
SCHEDULE OF RATES, AMENDMENT NO. 1
(AMENDED, REPLACES PREVIOUS)

CONSULTANT's schedule of rates for Additional Services per Section 4 is as follows:

CITY and CONSULTANT may at any time mutually agree to add new position titles, rates, and adjust listed rates so long as the changes do not increase the not to exceed compensation amount as specified in Section 4 of the Agreement.

Principal/Partner	\$260/hour
Planning Director	\$230/hour
Principal Planner/Planning Manager	\$195/hour
Economic Development Director	\$230/hour
Public Policy Manager	\$225/hour
Chief Building Official	\$170/hour
Senior Planner/Project Manager	\$170/hour
Housing Services Consultant	\$170/hour
Associate Planner	\$140/hour
Assistant Planner	\$130/hour
Planning Technician	\$100/hour
Marketing Specialist/Graphic Designer	\$100/hour
Administrative Specialist	\$90/hour
Biologist	\$195/hour

Subconsultant Contracts Direct Billing + 10% oversight fee (if applicable) will be detailed in Task Order (Exhibit A-1) form in accordance to Section 4 of the Agreement.

Rates subject to adjustment January 1st of each year (up to and not to exceed 3-7% increase)