

**AMENDMENT NO. 3 TO CONTRACT NO. C20178877A
BETWEEN THE CITY OF PALO ALTO AND LEXINGTON PLANNING LLC**

This Amendment No. 3 (this "Amendment") to Contract No. C20178877A (the "Contract" as defined below) is entered into as of October 1, 2024, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and LEXINGTON PLANNING LLC, a Vermont limited liability company, located at P.O. Box 832, Middlebury, VT, 05753 ("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 providing on-call planning support services, as detailed therein.

B. On June 22, 2020, the Contract was entered into as an aggregate amount, not-to-exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) over a four-year term through June 30, 2024, across a total of eight (8) consultant agreements (C20178877A, C20178878, C20178879, C20178881, C20178882, C20178883, C20178884, and C20178891), as detailed therein

C. On April 3, 2023, the Contract was amended to increase the aggregate amount, not-to-exceed Three Million Dollars (\$3,000,000.00) over a four-year term through June 30, 2024, across a total of seven (7) consultant agreements (C20178877A, C20178878, C20178879, C20178881, C20178882, C20178884, and C20178891).

D. On April 1, 2024, the Contract was amended to extend the contract term by three (3) months, from June 30, 2024 to September 30, 2024 and to increase the aggregate amount, not-to-exceed to Three Million Five Hundred Thousand Dollars (\$3,500,000.00) over four-year and three-month term through September 30, 2024, across a total of seven (7) consultant agreements (C20178877A, C20178878, C20178879, C20178881, C20178882, C20178884, and C20178891).

E. The Parties now wish to amend all seven (7) consultant agreements (C20178877A, C20178878, C20178879, C20178881, C20178882, C20178884, and C20178891) to extend the contract term by nine (9) months, from September 30, 2024 to June 30, 2025, and to increase the aggregate amount by Seven Hundred Fifty Thousand Dollars (\$750,000.00), from Three Million Five Hundred Thousand Dollars (\$3,500,000.00), to a not to exceed compensation amount of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00), as detailed herein.

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:

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- a. **Contract.** The term “Contract” shall mean Contract No. C20178877A between CONSULTANT and CITY, dated June 22, 2020, as amended by:

Amendment No.1, dated April 3, 2023

Amendment No. 2, dated April 1, 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 2. TERM of the Contract is hereby amended to read as follows:

“The term of this Agreement shall be from the date of its full execution through June 30, 2025, unless terminated earlier pursuant to Section 19 of this Agreement.”

SECTION 3. 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 described in Exhibit A, is in an aggregate amount that shall not exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) over the Term across a total of seven (7) consultant agreements (C20178877A, C20178878, C20178879, C20178881, C20178882, C20178884, and C20178891), of which this is one.

The seven contracts will be administered by the CITY’s PLANNING & DEVELOPMENT SERVICES to ensure the total aggregate of compensation paid over the Term does not exceed the amounts set forth herein. CONSULTANT acknowledges and agrees that the CITY is hiring seven (7) consultants, including CONSULTANT, none of whom will be guaranteed or assured of any specific quantity of work to be performed. If the work is performed by any one or more consultants, including CONSULTANT, CITY will ensure that total compensation to all seven consultants including CONSULTANT, will not exceed in aggregate, across all seven (7) consultant agreements, and will not exceed in aggregate Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00).

CONSULTANT agrees to complete all Services described in Exhibit A, including reimbursable expenses, are subject to a Maximum Total Compensation “NOT TO EXCEED” amount of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) during the term of the agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but

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which is not included within the Scope of Services described at Exhibit "A". CITY and CONSULTANT may at any time mutually agree to add new position titles, rates, and adjust listed rates in Exhibit "C-1" so long as the changes do not increase the not to exceed amount.

SECTION 4. **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 5. **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

LEXINGTON PLANNING LLC

Officer 1

Signed by:
By: 
Name: Jean Eisberg
Title: Principal
jean@lexingtonplanning.com