

**AMENDMENT NO. 1 TO CONTRACT NO. S24191026
BETWEEN THE CITY OF PALO ALTO AND
PALO ALTO CHAMBER OF COMMERCE**

This Amendment No. 1 (this “Amendment”) to Contract No. S24191026 (the “Contract” as defined below) is entered into as of September 9, 2024, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and PALO ALTO CHAMBER OF COMMERCE, a Nonprofit Organization, located at 355 Alma Street, Palo Alto, CA 94301 (“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 initiating economic recovery and vitality, as detailed therein.

B. The Parties now wish to amend the Contract in order to increase not to exceed compensation by Forty Thousand Dollars (\$40,000) from Fifty-Five Thousand Dollars (\$55,000) to Ninety-Five Thousand Dollars (\$95,000), 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:

- a. **Contract.** The term “Contract” shall mean Contract No. S24191026 between CONSULTANT and CITY, dated June 20, 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 5.1 entitled “COMPENSATION” of the Contract is hereby amended to read as follows:

“5.1 In consideration of the full performance of the Basic Services in Exhibit “A” to this Contract, including any authorized reimbursable expense, CITY will provide grant funding to CONSULTANT not to exceed Fifty-Five Thousand Dollars (\$95,000.00) subject to Section 17.12 of this Contract.”

SECTION 3. 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.

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.

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.

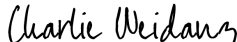
CITY OF PALO ALTO

PALO ALTO CHAMBER OF COMMERCE

Officer 1

City Manager

By:

DocuSigned by:

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APPROVED AS TO FORM:

Name: Charlie Weidanz

Title: CEO

City Attorney or designee

Attachments:

Exhibit "A" entitled "SCOPE OF SERVICES", AMENDED, REPLACES PREVIOUS.

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

BACKGROUND

Palo Alto City Council directed staff to provide one-time funding to the Palo Alto Chamber of Commerce to provide marketing, promotions, and consensus-building efforts to attract, retain, and support existing and potential Palo Alto Businesses. The Palo Alto Chamber of Commerce affirmed interest in collaborative efforts to support economic recovery and vitality and willingness to serve as a consultant (CONSULTANT) for such efforts.

SCOPE OF SERVICES

CONSULTANT shall perform the following scope of services:

1. ECONOMIC RECOVERY

The CITY shall provide funds of up to \$50,000.00 to the CONSULTANT in accordance with the terms of this Agreement.

The CONSULTANT shall use contract funds to engage with all businesses throughout Palo Alto for cross-promotional activities and small events.

The CONSULTANT shall provide services with advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services using the template in Exhibit A-1 of this Agreement. CONSULTANT shall include in each task order a proposed post-task report that briefly summarizes the task once it is complete and identifies what information will be included in the report, such as lists of businesses involved, number of participants, program goals and effectiveness.

The CONSULTANT shall not bill more than 10% of the total contract award for administrative expenses. Administrative expenses are reasonable and customary expenses incurred to execute and manage contracts, coordinate with vendors, and invoicing.

2. FISCAL AGENT FOR 3RD THURSDAY

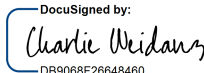
The CITY shall provide funds of up to \$45,000 to the CONSULTANT in accordance with the terms of this Agreement.

The CONSULTANT shall use contract funds to support the activities of 3rd Thursday in its role as fiscal agent for 3rd Thursday.

The CONSULTANT shall keep these funds separate and distinct from economic recovery funding, which is to be used as described above.

The CONSULTANT shall not bill more than 10% of the total contract award for administrative expenses. Administrative expenses are reasonable and customary expenses incurred to execute and manage contracts, coordinate with vendors, and invoicing.

Vers.: Aug. 5, 2019

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Document Pages: 3	Signatures: 1	Envelope Originator:
Certificate Pages: 2	Initials: 0	Alice Harrison
AutoNav: Enabled		250 Hamilton Ave
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Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Alice.Harrison@CityofPaloAlto.org
		IP Address: 98.35.81.247
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steve.guagliardo@cityofpaloalto.org		
Assistant to the City Manager		
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