

**FIRST AMENDMENT TO AGREEMENT 2023-015**  
**BETWEEN THE CITY OF CUPERTINO AND M-GROUP**  
**FOR PLANNING STAFFING SUPPORT**

This First Amendment to Agreement 2023-015 between the City of Cupertino and M-GROUP is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and M-GROUP, a Corporation ("Contractor") whose address is 51 E Campbell Ave #1247, Campbell, CA 95009, and is made with reference to the following:

RECITALS:

- A. On March 2, 2023 Agreement 2023-015 ("Agreement") was entered into by and between City and Contractor for Planning Staffing Support.
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 2 of the Agreement is modified to read as follows:

**SERVICES**

Contractor agrees to provide the services and perform the tasks ("Services") set forth in detail in Scope of Services, attached here and incorporated as Exhibit A. Contractor further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

In performing the scope of services, consultant shall pay the City \$100 per month for the use of laptops, monitors, and headphones. Such payment can be applied to consultant's invoice to the City as a credit.

2. Paragraph 4 of the Agreement is modified to read as follows:

**COMPENSATION**

**4.1 Maximum Compensation.** City will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \$159,200 ("Contract Price"), based upon the scope of services in Exhibit A and the budget and rates included in Exhibit C-1, Compensation attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor's actual cost exceeds the capped amount. No extra work or payment is permitted without prior written approval of City.


4.2 Invoices and Payments. Monthly invoices must state a description of the deliverable completed and the amount due for the preceding month. Within thirty (30) days of completion of Services, Contractor must submit a requisition for final and complete payment of costs and pending claims for City approval. Failure to timely submit a complete and accurate payment requisition relieves City of any further payment or other obligations under the Agreement.


- 3. Exhibit C to the Agreement is replaced with Exhibit C-1, attached hereto.
- 4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.


CITY OF CUPERTINO

M-GROUP


By   
Title Director of Community Development  
Date Oct 5, 2023

By   
Title Principal + President  
Date Oct 5, 2023

APPROVED AS TO FORM

  
City Attorney

ATTEST:

  
City Clerk

Date Oct 5, 2023

### EXPENDITURE DISTRIBUTION

Item	PO Number	Amount
Base	2023-456	\$109,200
1 <sup>st</sup> Amendment		\$50,000
Total		\$159,200



September 22, 2023

Exhibit C-1

Piu Ghosh  
Community Development Department  
City of Cupertino  
10300 Torre Avenue  
Cupertino, CA 95014-3202  
Via email [piug@cupertino.org](mailto:piug@cupertino.org)

**RE: Budget amendment #1: Assistant Planner, Temporary Staffing Assignment**

Dear Piu Ghosh:

Thank you for the opportunity to present this budget amendment for continued planning assistance. We understand the City of Cupertino seeks the continued support of Assistant Planners.

The total budget for this assignment was originally not to exceed \$109,200 for an Assistant Planner 40 hours per week. This proposal would amend the total budget not to exceed \$159,200 under the existing contract which expires June 30, 2024.

If you have any questions or need additional information, please do not hesitate to contact me. Upon your approval, please provide your contract for my signature.

Sincerely,

**GEOFF I. BRADLEY, AICP**

*President + Principal*

[gbradley@m-group.us](mailto:gbradley@m-group.us)

408.340.5642 x102

Attachments:

Scope & Budget



## SCOPE

M-Group will provide the City of Cupertino with two Assistant Planners to serve the Planning Division with the following tasks.

- Provide public counter staffing
- Respond to zoning and general plan inquiries from the public, developers and applicants
- Review development plans for additions and remodels for zoning clearance as assigned
- Process applications for tree removal, business license, home occupation permit and temporary signs as assigned
- Review Administrative & non-Administrative Design Review applications as assigned
- Review Use Permit and Variance applications as assigned
- Attend and present projects at Planning Commission meetings as assigned

## ORIGINAL BUDGET & AMENDMENT #1

M-Group will provide staffing services in accordance with the Scope outlined above with the following terms.

<b>Original Proposal</b>	<b>Jelani Mora Assistant Planner</b>	<b>Samuel Flumann Assistant Planner</b>
Hours Per Week	24	16
Rate Per Hour	\$105	\$105
Contract Duration: Not to exceed 6 months	26 weeks	26 weeks
Subtotal	\$65,520	\$43,680
Total Contract Not To Exceed: <b>\$109,200</b>		
Amendment #1 (Sept. 2023): <b>\$50,000</b>		
New Total Contract Not To Exceed: <b>\$159,200</b>		