

**SIXTH AMENDMENT TO AGREEMENT 439 BETWEEN
THE CITY OF CUPERTINO AND JOE A. GONSALVES
& SON FOR STATE LEGISLATIVE ADVOCACY
SERVICES**

This Sixth Amendment to Agreement 439 between the City of Cupertino and Joe A. Gonsalves and Son is by and between the City of Cupertino, a municipal corporation (hereinafter “City”) and Joe A. Gonsalves and Son, a Corporation, (“Contractor”) whose address is 925 L Street, Suite 250, Sacramento, CA 95814 and is made with reference to the following:

RECITALS:

- A. On February 15, 2022, the City and Contractor entered into an Agreement for State Legislative Advocacy Services (“Original Agreement”), with a term expiring on December 10, 2022.
- B. On December 15, 2022, the City and Contractor entered into a First Amended and Reinstated Agreement for State Legislative Advocacy Services (“First Amendment”), with a term expiring on December 10, 2023.
- C. On May 24, 2023, the City and Contractor entered into a Second Amended Agreement for State Legislative Advocacy Services (“Second Amendment”), revising the compensation to include the cumulative cost of both the original agreement and the First amendment.
- D. On December 13, 2023, the City and Contractor entered into a Third Amended Agreement for State Legislative Advocacy Services (“Third Amendment”), with a term expiring on December 31, 2024.
- E. On December 18, 2024, the City and Contractor entered into a Fourth Amended Agreement for State Legislative Advocacy Services (“Fourth Amendment”), with a term expiring on October 31, 2025.
- F. On May 2, 2025, the City and Contractor entered into a Fifth Amended Agreement for State Legislative Advocacy Services (“Fifth Amendment”), revising the Scope of Work to include additional services related to the Legislative Review Committee.
- G. The Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment are collectively referred to as the “Agreement” unless otherwise indicated.
- H. City and Contractor desire to reinstate and 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 4.1 of the Agreement is modified to read as follows:

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 \$244,750.00 ("Contract Price"), based upon the scope of services in **Exhibit A-2** and the budget and rates included in **Exhibit C-6**. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor's actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

Exhibit C-5 of the Agreement is replaced with **Exhibit C-6**, attached hereto.

2. 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

JOE A. GONSALVES AND SON

By _____

By _____

Title _____

Title _____

Date _____

Date _____

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

Date _____

EXPENDITURE DISTRIBUTION

PO: 2022-471

| Item | Description | Amount |
|---------------------------|---|-----------|
| Base | Original Agreement 2022 | \$41,750 |
| 1 st Amendment | Extended term to 2023 | \$46,500 |
| 2 nd Amendment | Revised the max compensation | \$0 |
| 3 rd Amendment | Extended the term to 2024 and revised the scope | \$56,500 |
| 4 th Amendment | Extended the term to 2025 | \$55,000 |
| 5 th Amendment | Revised the scope | \$0 |
| 6 th Amendment | Extend the term to 2026 | \$45,000 |
| Total | | \$244,750 |