

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

This Third Amendment to Agreement 2023-015 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 Provide 2 Assistant Planner staffing to assist the Planning Division.
- B. On October 05, 2023, City and Contractor entered into a First Amendment to the Agreement.
- C. On April 17, 2024, City and Contractor entered into a Second Amendment to the Agreement.
- D. The Agreement, First Amendment, and Second Agreement are collectively referred to as the "Agreement" unless otherwise indicated.
- E. 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 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 \$221,200 ("Contract Price"), based upon the scope of services in Exhibit A and the budget and rates included in Exhibit C-3, Compensation attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor's actual cost exceed the capped amount. No extra work or payment is permitted without prior written approval of the 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 relieve City of any further payment or other obligations under the Agreement.

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

M-GROUP

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

City Attorney

ATTEST:

\_\_\_\_\_

City Clerk

Date \_\_\_\_\_

**EXPENDITURE DISTRIBUTION**

| <b>Item</b>               | <b>PO Number</b> | <b>Amount</b> |
|---------------------------|------------------|---------------|
| Base                      | 2023-459         | \$109,200     |
| 1 <sup>st</sup> Amendment | 2023-459         | \$50,000      |
| 2 <sup>nd</sup> Amendment |                  | \$40,000      |
| 3 <sup>rd</sup> Amendment |                  | \$22,000      |
| Total                     |                  | \$221,200     |