

FIRST AMENDMENT TO AGREEMENT 20-098
BETWEEN THE CITY OF CUPERTINO AND HINDERLITER, DE LLAMAS &
ASSOCIATES (HdL) FOR ECONOMIC DEVELOPMENT (ED) STAFFING SERVICES

This First Amendment to Agreement 20-098 between the City of Cupertino and Hinderliter, De Llamas & Associates, for reference dated March 17, 2021, is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and Hinderliter, De Llamas & Associates, a Limited Liability Company ("Contractor") whose address is 120 S. State College Blvd., Suite 200, Brea, CA 92821, and is made with reference to the following:

RECITALS:

A. On July 30, 2020 Agreement 20-098 ("Agreement") was entered into by and between City and Contractor for Hinderliter, De Llamas & Associates (HdL) for Economic Development (ED) staffing services for the City of Cupertino.

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 and undersigned parties as follows:

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

Contractor agrees to provide the services and perform the tasks ("Services") set forth in detail in Scope of Services, attached here and incorporated as **Exhibits A & A-1**. Contractor further agrees to carry out its work in compliance with the City's Shelter In Place and Social Distancing Requirements, attached here and incorporated as **Exhibit A-A**.

2. Paragraph 4.1 of the Agreement is modified to read as follows:

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 \$210,800 ("Contract Price"), based on the scope of services in **Exhibits A & A-1** and the budget and rates included in **Exhibits C & 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 costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

3. Exhibits A-1 and C-1, attached hereto, are added to and incorporated into the Agreement.
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.

[Signatures continue on next page.]

CITY OF CUPERTINO

HINDERLITER, DE LLAMAS &
ASSOCIATES

By _____

Title _____

Date _____

By Andrew Nickerson

Title President/CEO

Date Mar 29, 2021

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

Date _____

EXPENDITURE DISTRIBUTION

Item	PO Number	Amount
-	2021-146	\$170,000
1 st Amendment		\$40,800
Total		\$210,800

Proposal for Extension of Economic Development Services

At your request on March 17, 2021, HdL ECONSolutions is providing this proposal for supplemental staffing services.

HdL ECONSolutions shall provide supplemental Economic Development (ED) staffing services for the City of Cupertino through the fiscal year ending on June 30, 2021. The additional authorization would cover continued service, including the following components.

As needed and directed by the City Manager the scope of work may be refined to best meet the needs of the City of Cupertino.

- HdL shall be the point of contact for interested parties looking for information about economic development possibilities in Cupertino including new businesses, business expansion, reuse possibilities and/or development opportunities in Cupertino.
- HdL staff working on the ED services for Cupertino shall be knowledgeable and informed about the Cupertino community and economic development opportunities available for Cupertino.
- HdL staff shall maintain relationships with property owners, property managers and commercial brokers to stay knowledgeable and informed of space availabilities and tenant needs.
- HdL staff shall assist business owners, property owners and commercial brokers in navigating through the planning, entitlement and permit process in Cupertino.
- HdL staffing for Cupertino will be Angela Tsui, Senior Advisor.
- HdL shall provide a customized email address and phone number for ED services to ensure the highest level of customer service for interested parties to inquire about economic development possibilities in Cupertino.
- HdL shall continue work on the projects included in Exhibit A of the Professional/Consulting Services Agreement, as well as:
 - Serving as the business liaison to provide guidance, support, and resource updates to local small businesses affected by the COVID-19 pandemic.
 - Supporting the City's executive management team's efforts in providing pertinent information and resources to the Cupertino community during the COVID-19 pandemic.

Term shall be for the period ending on June 30, 2021 and may be extended if mutually agreeable.

Compensation

HdL shall be compensated for the ED staffing services on an hourly rate of \$170/hour. The proposed amended contract amount is an additional \$40,800 as an extension of the contract terms and conditions already in place within the Professional/Consulting Services Agreement with the City, which was fully executed on August 3, 2020.








Economic Development HdL

Final Audit Report

2021-03-29

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