

SECOND AMENDMENT TO AGREEMENT FOR ADMINISTRATIVE SERVICES  
TO SANTA CLARA VALLEY HABITAT AGENCY

This SECOND AMENDMENT TO AGREEMENT FOR ADMINISTRATIVE SERVICES ("Second Amendment") is entered into as of September \_\_\_\_, 2015 ("Effective Date"), by and between the City of Morgan Hill, a municipal corporation ("City") and the Santa Clara Valley Habitat Agency, a California Joint Exercise of Powers Agency, pursuant to the California Joint Powers Act ("Agency").

RECITALS:

WHEREAS, in 2013, City and Agency entered into that certain "Agreement for Administrative Services To Santa Clara Valley Habitat Agency" for City to provide certain clerk services to the Agency for the period of October 1, 2013 through September 30, 2018 for the reasons and in the manner described therein ("Agreement"); and

WHEREAS, in 2015, City and Agency entered into that certain "First Amendment to Agreement for Administrative Services To Santa Clara Valley Habitat Agency" to amend the Agreement with that First Amendment in order to provide Agency with the information services support and website maintenance services that were included in the Agreement for Administrative Support Services to the Santa Clara Valley Habitat Agency; and

WHEREAS, City and Agency desire to further amend the Agreement by this Second Amendment to further amend the scope of administrative clerk services and information systems support services provided to Agency by City, and to provide for a monthly copier lease reimbursement to City from Agency, all of set forth herein.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES, AND IN ACKNOWLEDGEMENT OF THE FOREGOING RECITALS, THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

SECTION 1. Section 1 of the Agreement is hereby amended by this Second Amendment to read in its entirety as follows:

Section 1. The City shall utilize the City's staff resources, equipment, supplies, and services to accomplish the following administrative functions of the Agency (Clerk Services and Information Services) as more specifically described below:

Section 1.1 Clerk Services. The City shall provide Agency Governing Board (Board) with clerk services, such as and including the preparation of Board meeting agendas and minutes, the processing of Board resolutions and ordinances, Board meeting set-up, and the video recordation of Board meetings (collectively, "Clerk Services").

Section 1.2 Information Services. The City shall provide Agency with qualified information services support, such as and including technical assistance in establishing and

maintaining telephone systems, partial use of a copier, word processing and electronic mail systems, internet access and a website for Agency and maintenance services for Agency's website (collectively, "Information Services").

SECTION 3. Section 3 of the Agreement is hereby amended by this Second Amendment to read in its entirety as follows:

Section 3. In consideration for the Clerk Services, Agency shall pay to the City an administrative charge of one thousand five hundred dollars (\$1,500) for each meeting for which Clerk Services are provided. In consideration for the Information Services and copier lease charges, Agency shall pay to the City a monthly administrative charge of nine hundred and thirty five dollars and forty-six cents (\$935.46) per month. Notwithstanding the foregoing, the parties to this Agreement intend for City to be reimbursed and compensated for City's actual costs and expenses to perform and provide the services described herein. City shall provide Agency with at least thirty (30) days prior written notice of any changes to any of the charges set forth in this Second Amendment necessitated by a change in City costs, such as an increase in the salaries of City staff providing services to Agency, together with the effective date of such revised charges, and Agency agrees to compensate City at such revised rates. Agency shall pay to City the monthly payments set forth in this Second Amendment in advance on the first of every month beginning September, 2015. The per meeting charge for Clerk Services will be billed to Agency by invoice from City after each meeting for which Clerk Services are provided. Agency shall remit full payment to City for each invoice within thirty (30) days from the date of the respective invoice.

SECTION 4. After the Effective Date set forth in this Second Amendment, all references to the Agreement shall mean the Agreement as amended by the First Amendment and as further amended by this Second Amendment. The Agreement, as amended by the First Amendment and this Second Amendment, supersedes all prior agreements or understandings between the Agency and the City regarding the provision of or compensation for Clerk Services and Information Services that are the subject of the Agreement and this Second Amendment.

SECTION 5. The Agreement, as amended by the First Amendment and this Second Amendment, may be further amended by the parties at any time, and from time to time, by a written agreement executed by both parties.

SECTION 6. Except as specifically amended by the First Amendment and this Second Amendment, the terms, provisions and conditions of the Agreement shall remain in full force and effect and be binding on the parties thereto. In the event of a direct conflict between the terms, provisions and conditions contained in the Agreement or in the First Amendment and those contained in this Second Amendment, the terms, provisions and conditions contained in this Second Amendment shall govern and control.

**CITY OF MORGAN HILL**, a municipal corporation,

By: \_\_\_\_\_

STEVE RYMER, City Manager

Date: \_\_\_\_\_

Approved as to Form:

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RENEE GURZA, City Attorney

Date: \_\_\_\_\_

City Resolution No.:

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**SANTA CLARA VALLEY HABITAT AGENCY**, a California Joint Exercise of Powers  
Agency

By: \_\_\_\_\_  
MIKE WASSERMAN  
Chair, Implementation Board

Attest: \_\_\_\_\_  
MICHELLE WILSON, Agency Secretary

Approved as to Form: \_\_\_\_\_  
VALERIE J. ARMENTO, General Counsel