

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE COUNTY OF SANTA CLARA
AND
HULBERG & ASSOCIATES, INC. (doing business as), VALBRIDGE PROPERTY ADVISORS
FOR
REAL ESTATE APPRAISALS AND COMMERCIAL ECONOMIC ANALYSIS PROFESSIONAL SERVICES

This First Amendment is entered into by and between the County of Santa Clara, a political subdivision of the State of California ("County" or "Owner"), and **HULBERG & ASSOCIATES, INC. (doing business as), VALBRIDGE PROPERTY ADVISORS** ("Consultant"), a California corporation with its principal place of business located at **1530 The Alameda, Suite 100, San Jose, CA 95126**, and amends the Professional Services Agreement ("PSA") entered into by and between the parties on May 7, 2019 for Real Estate Appraisals and Commercial Economic Analysis Professional Services. County and Consultant are each a "Party" and collectively "Parties" to this First Amendment.

RECITALS

WHEREAS, in order to complete projects within the scope of this PSA, Owner and Consultant wish to extend the term of the PSA, revise Consultant's hourly rates based on the Employment Cost Index estimates released January 31, 2024, and update the PSA with new contact information and standard terms related to conflicts of interest.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, **OWNER AND CONSULTANT** agree to the foregoing and as follows:

1. **Amendments.**

- a. Section 2.06 of the PSA is deleted in its entirety and replaced with the following:

2.06 Term

This Agreement is effective upon the date of full execution by both Parties and shall remain in effect until the Expiration Date of **12/31/2024**, unless earlier terminated pursuant to any terms of this Agreement. Each PA will set out its own expiration date and in no instance shall the expiration date of any PA exceed the Term of this PSA.

- b. An additional subsection F is added to PSA Section 13.19 (Conflict of Interest) as follows:

F. LEVINE ACT COMPLIANCE. Contractor will comply and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the



party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Board of Supervisors website at <http://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

- c. References to the Parks and Recreation Department and Consultant's addresses throughout the PSA are replaced with the following:

County of Santa Clara: Parks & Recreation Department

5965 Silver Creek Valley Road, San Jose, CA 95138

Hulberg & Associates, Inc., dba Valbridge Property Advisors

1530 The Alameda, Suite 100, San Jose, CA 95126

- d. Consultant's Rate Schedule in Exhibit A is replaced with the following table:

Hulberg & Associates, Inc. (dba, Valbridge Property Advisors)	Billable Hourly Rate
Norman Hulberg, MAI Sr. Managing Director	\$394
Walter Carney, MAI	\$394
Josh Fronen, MAI	\$390
Senior Appraisers	\$352 - \$394
Appraisers	\$312 - \$378

2. **Definitions:** Capitalized terms used in this First Amendment without definition shall have the same meaning ascribed to such terms in the PSA.
3. **Entire Agreement:** Except as modified by this First Amendment, all other terms, conditions, and stipulations of the PSA remain in full force and effect. The PSA as amended by this First Amendment, constitutes the full and complete agreement and understanding by and between the Parties relative to the subject matter of the PSA and this First Amendment and shall supersede all prior communications, representations, and understandings or agreements, if any, whether oral or written, concerning the same subject matter and may not be modified or amended in whole or in part, except by a written instrument executed by all Parties hereto. Any prior or contemporaneous oral or written representations relating to the same subject matter is hereby revoked and extinguished by the amended PSA, as amended by this First Amendment.
4. **Counterparts - Electronic/Digital Signatures:** This First Amendment, may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original



provided all of the Parties have fully executed this First Amendment. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by County.

5. **Submission of First Amendment- Nonbinding Until Signed:** Each of the Parties agree, accept, and understand that a submission of this First Amendment for examination, review, editing or signature by either Party, in any form or by electronic or digital means, by email, facsimile or DocuSign, by verbal confirmation or discussion or by any other means of delivery, does not constitute a binding agreement or contract, nor does it constitute a meeting of the minds or a commitment to execute the First Amendment thereto, and this First Amendment thereto, shall only be legally binding and enforceable upon full execution by all Parties. The Parties acknowledge and agree that this First Amendment thereto, are nonbinding on either Party and neither Party may claim any legal rights against the other by reason of the existence of this First Amendment thereto, or by reason of actions taken in reliance upon this First Amendment thereto (including, but not limited to, any obligation to continue negotiations) unless and until this First Amendment thereto, are fully executed by all of the Parties.

6. **Signing Warranty:** By signing below, each signatory for a Party warrants and represents that he/she executed this First Amendment, in his/her authorized capacity, that he/she has the authority to bind the entity or person for whom he/she signs to contractual obligations and that, by his/her signature, the entity or person on behalf of which he/she acted executed this First Amendment.

7. **Construction:** This First Amendment shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

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8. **COVID-19 Requirements:** Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and incorporated herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section.

IN WITNESS WHEREOF, Owner and Consultant have entered into this First Amendment effective as of the date it is fully executed by all Parties below ("Effective Date").

CONSULTANT: HULBERG & ASSOCIATES, INC. (doing business as), VALBRIDGE PROPERTY ADVISORS

DocuSigned by:

 Norman C. Hulberg, Sr. Managing Director
 Date 3/22/2024

OWNER: COUNTY OF SANTA CLARA, a political subdivision of the State of California

 Susan Ellenberg, President
 Board of Supervisors
 Date

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

 Curtis Boone
 Acting Clerk of the Board of Supervisors
 Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

 Nick DeFiesta, Deputy County Counsel

