

First

## Amendment to Standard City of San José Consultant Agreement

(Non-Capital Projects)

Second

Consultant's Name: Sloan Sakai Yeung Wong, LLP (formerly Renne Sloan Holtzman & Sakai, LLP)

Third

(Standard Agreement AC No. 663074)

This Amendment is made and entered into this 28th day of February, 2023. The City and Consultant amend the above-referenced agreement as set forth herein.

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1. Capitalized words in this Amendment have the same meaning as in the Agreement.
  2. The provisions of this Agreement (including any previous amendments) not modified by this Amendment remain in full force and effect.
  3. The provisions of this Amendment are effective upon execution of the Amendment by both parties.
  4.  **Agreement Term:** Section 2 is amended to extend the expiration date from \_\_\_\_\_ to \_\_\_\_\_.
  5.  **Maximum Total Compensation:** Subsection 10.1 is amended to  Increase  Decrease the Maximum Total Compensation from \$\_\_\_\_\_ to \$\_\_\_\_\_.
  6.  **Agreement Section(s):** Section(s) \_\_\_\_\_ is/are amended to read as set forth in Attachment A of the Amendment.
  7.  **Scope of Basic Services – Exhibit A:** The  original  First Revised  Second Revised Exhibit A is amended to read as set forth in the attached  First  Second  Third Revised Exhibit A, which is incorporated by reference into this Amendment.
  8.  **Compensation – Exhibit B:** The  original  First Revised  Second Revised Exhibit B is amended to read as set forth in the attached  First  Second  Third Revised Exhibit B, which is incorporated by reference into this Amendment.
  9.  **Additional Services:** The Consultant is authorized to perform the Additional Services set forth in the attached Additional Services Exhibit, which is incorporated by reference into this Amendment.
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**This Amendment is executed by the authorized representatives of the City and Consultant as follows:**

**City of San José**

By   
Email: sarah.zarate@sanjoseca.gov  
Date: 02/28/2023 GMT

Name: Sarah Zarate  
Title: Director, Office of the City Manager

**Consultant**

By   
Email: csakai@sloansakai.com  
Date: 02/25/2023 GMT

Name: Charles Sakai  
Title: Partner

**Approval as to Form (City Attorney):**

**Form Approved by the Office of the City Attorney.**  
(Maximum Total Compensation, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

**Approved as to Form:**

  
Email: suzanne.hutchins@sanjoseca.gov  
Date: 02/27/2023 GMT

Name: Suzanne Hutchins  
Title: Sr. Deputy City Attorney

First  **Second**  Third **Revised Exhibit B: Compensation** (Non-Capital Projects)

This revised Exhibit B is an attachment to the  First  Second  Third amendment to the Agreement.

**Section 1 – Compensation Table**

Part 1 – Compensation for Basic Services			
Column 1	Column 2	Column 3	Column 4
Task Nos.	Basis of Compensation	Invoice Period	Compensation
1.	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$424,500.00
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$
Part 2 – Reimbursable Expenses			
<input type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input checked="" type="checkbox"/> Expenses are separately reimbursable in accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is:	\$
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/> The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are <b>not</b> separately compensable.		<input type="checkbox"/> Subconsultant costs are separately compensable in accordance with Subsection 10.6 of the Agreement. The maximum amount of compensation for subconsultant costs is:	\$
Part 4 – Additional Services			
<input checked="" type="checkbox"/> No money is budgeted for Additional Services, and the Director cannot authorize any Additional Services.		<input type="checkbox"/> The Director may authorize the Consultant to perform Additional Services up to the following maximum amount:	\$
<b>Maximum Total Compensation</b> (sum of Parts 1 through 4):			\$424,500.00

## Section 2 – Schedule of Rates and Charges

- Omitted.** No Schedule of Rates and Charges is included because the City will not be compensating the Consultant for any Basic Services on a “time & materials” basis.
- The following is the Schedule of Rates and Charges applicable to this Agreement:

City agrees to compensate Consultant for professional services performed in accordance with the terms and conditions of this Agreement as follows:

Charles Sakai	\$405/hour
Burke Dunphy	\$345/hour
Genevieve Ng	\$345/hour
Steve Shaw	\$345/hour
Howard Jordan	\$275/hour
Michael Spath	\$225/hour

The parties agree that the rates and/or personnel set forth herein may be changed without formal amendment to this Agreement. Consultant shall submit any proposed changes and/or additions to the fee schedule to the City Manager. The City Manager must affirmatively accept said modifications in writing before it becomes binding under the terms of this Agreement.

In addition to the above compensation, City shall reimburse Consultant for actual out-of-pocket expenses reasonably incurred in connection with providing to City the services specified in this Agreement, including but not limited to traveling related expenses, overnight delivery and messenger services.

The maximum amount of compensation to be paid to Consultant under this Agreement, including both payment for services and reimbursable expenses, shall not exceed Four Hundred Twenty-Four Thousand Five Hundred Dollars (\$424,500.00). Any hours worked for which payment would result in total exceeding the maximum amount of compensation set forth herein shall be at no cost to the City.