

- First
- Second
- Third

**Amendment to Standard City of San José Consultant Agreement**  
(Non-Capital Projects)

Consultant's Name: Civitas Advisors, Inc.

**(Standard Agreement AC No. 664494)**

This Amendment is made and entered into this 26th day of October, 2021. The City and Consultant amend the above-reference 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 retroactively extend the expiration date from December 31, 2020 to June 30, 2022. The extension is retroactive to the expiration date of the Agreement. The Director of Economic Development accepts and approves any services provided after the expiration date and before the execution of this Amendment.
  5.  **Maximum Total Compensation:** Section 4 is amended to  Increase  Decrease the Maximum Total Compensation from \$108,500 to \$117,500.
  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.  **Schedule of Performance – 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 BA, which is incorporated by reference into this Amendment.
  9.  **Compensation – Exhibit C:** The  original  First Revised  Second Revised Exhibit C is amended to read as set forth in the attached  First  Second  Third Revised Exhibit C, which is incorporated by reference into this Amendment.
  10.  **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 Sarah Zarate

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

**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:**

Attorney  
Kevin Fisher  
Assist City Attorney U  
kevin.fisher@sanjoseca.gov  
Kevin Fisher  
Kevin Fisher (10/22/2021)  
**Email:** kevin.fisher@sanjoseca.gov

**Consultant**

By John A. Lambeth  
jlambeth@civitasadvisors.com (10/21/2021)  
**Email:** jlambeth@civitasadvisors.com

Name: John Lambeth  
Title: President  
**Date**

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**Revised Exhibit A: Scope of Basic Services**  
(Non-Capital Project)

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

The tasks set forth in the original Exhibit A, or in any previous amendment to the original Exhibit A, are amended as follows:

**A new task is added to be numbered and to read as follows:**

**Task No. 13: Organizational Assessment**

**A. Services:** Consultant will conduct meetings with new leadership of the Alum Rock Santa Clara Street Business Association (“ARSCBA”) and additional meetings with the Steering Committee to define district type and parameters.

**B. Deliverable:** The production of a series of meetings to inform the ARSCBA business community on the potential benefits and educate them on the process to form a business improvement district and develop consensus on whether to move forward with a petition to form a business improvement district.

**C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

- On or before the following date: December 31, 2021.
- On or before \_\_\_\_\_ Business Days from \_\_\_\_\_.

**A new task is added to be numbered and to read as follows:**

**Task No. 14: Compile and Refine Database**

**A. Services:** Consultant will work with City stakeholders to continue to develop and refine a comprehensive property database from available information at the City, County, and other existing sources. This step will also include running different assessment scenarios as requested by the steering committee.

**B. Deliverable:** The production of a working database so the Steering Committee can effectively contact and track business and property owner engagement and support for the formation for a business improvement district.

**C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

- On or before the following date: August 31, 2021.
- On or before \_\_\_\_\_ Business Days from \_\_\_\_\_.

**A new task is added to be numbered and to read as follows:**

**Task No. 15:** Property and Business Owner Outreach and Engagement

**A. Services:** Consultant will conduct additional meetings and phone calls with property owners to gain support and identify priorities for specific district services and the willingness of stakeholders to pay into these services, including meeting with public sector partners as needed and engaging with the project steering committee.

**B. Deliverable:** The production of meetings to refine the potential district plan including proposed fees and services.

**C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

On or before the following date: December 31, 2021.

On or before \_\_\_\_\_ Business Days from \_\_\_\_\_.

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**Revised Exhibit B: Schedule of Performance**  
(Non-Capital Project)

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

- Task Nos. 1 through 4 shall be completed by December 31, 2021.
- Task Nos. 5 through 11 shall be completed by June 30, 2022.
- Task No. 12 shall be completed by July 31, 2020.
- Task Nos. 13 through 15 shall be completed by December 31, 2021.

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

This revised Exhibit C 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
1-11	<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	\$88,500 NTE
12	<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	\$20,000 NTE
13	<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	\$2,500 NTE
14	<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	\$2,500 NTE
15	<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	\$4,000 NTE
<b>Maximum Total Compensation</b> (sum of Parts 1 through 4):						\$117,500 NTE

**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:

**For Tasks 13-15**

<b>Project Team Member</b>	<b>Hourly Rate</b>
John Lambeth, President	\$385
Carson Lambeth	\$265
Kelly Rankin, Project Manager	\$265
Alexandra Jacobs, Paralegal	\$200

**For Task 12**

<b>Project Team Member</b>	<b>Hourly Rate</b>
John Lambeth, President	\$325
Marissa Telfer, Project Manager	\$225
Madison Deschamps, Legal Support	\$230
Rachael Mogavero, Administrative Support	\$105

**For Tasks 1-11**

<b>Project Team Member</b>	<b>Hourly Rate</b>
John Lambeth, President	\$385
Carson Lambeth	\$265
Rachael Taylor, Project Manager	\$265
Alexandra Jacobs, Paralegal	\$200

CITY agrees to compensate CONSULTANT at the hourly rates based on the charts above for professional services performed in accordance with the terms and conditions of this AGREEMENT.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and reimbursable expenses, shall not exceed One Hundred Seventeen Thousand Five Hundred Dollars (\$117,500). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.