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**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 13th day of December, 2022. 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 retroactively extend the expiration date from July 1, 2022 to June 30, 2023.
  5.  **Maximum Total Compensation:** Subsection 10.1 is amended to  Increase  Decrease the Maximum Total Compensation from \$117,500 to \$128,500.
  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.  **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**



Email: sarah.zarate@sanjoseca.gov  
Date: 12/13/2022 GMT

**Sarah Zarate**  
Director, Office of the City Manager

**Consultant**



Email: jlambeth@civitasadvisors.com  
Date: 12/12/2022 GMT

**John Lambeth**  
President & CEO

**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



Email: kevin.fisher@sanjoseca.gov  
Date: 12/13/2022 GMT

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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  Fourth 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. 16:** Intercept Survey

**A. Services:** Consultant will subcontract with a research firm to complete Intercept Surveys of local pedestrians within the proposed district boundaries to determine general benefit numbers.

**B. Deliverable:** The production of a report to be used to determine general benefit numbers required for the Management District Plan.

**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: October 31, 2022.

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

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

This revised Exhibit B is an attachment to the  First  Second  Third  Fourth 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
12-15	<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	\$29,000 NTE
16	<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	\$11,000 NTE
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 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 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 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):			\$128,500 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 16**

<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 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 Twenty-Eight Thousand Five Hundred Dollars (\$128,500). 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.