

First

## Amendment to Standard City of San José Consultant Agreement

(Non-Capital Projects)

Second

Consultant's Name: The San Jose Sports Authority

Third

(Standard Agreement AC No. 31378)

This Amendment is made and entered into this 17th day of October, 2022. The City and Consultant amend the above-referenced agreement as set forth herein.

- 
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 June 30, 2022 to June 30, 2023, for the period of the third Option Term. The extension is retroactive to the expiration date of the Agreement. The Director accepts and approves any services provided after the expiration date and before the execution of this Amendment.
  5.  **Maximum Total Compensation:** Subsection 10.1 is amended to  Increase  Decrease the Maximum Total Compensation from \$1,561,309.00 to \$2,239,542.00.
  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.
-

This Amendment is executed by the authorized representatives of the City and Consultant as follows:

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

Email: sarah.zarate@sanjoseca.gov  
Date: 10/17/2022 GMT

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

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

Email: john@sjsa.org  
Date: 10/15/2022 GMT

Name: John Poch  
Title: Executive Director

**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:**

{AttorneyDepartment}}

Kevin Fisher

  
\_\_\_\_\_

Email: kevin.fisher@sanjoseca.gov  
Date: 10/17/2022 GMT

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 |
| All Previous Tasks  | <input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee | All Previous Payments for Work Done from Beginning of Agreement Term  | \$1,561,309  |
| 1-8   | <input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee | Payment for Annual Services July – December 2022  | \$508,674.75 |
| 1-8   | <input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee | Payment within 30 days of submittal of January 31 bi-annual report for Annual Services January – June 2023  | \$169,558.25 |
| Part 2 – Reimbursable Expenses  |   |   |              |
| <input checked="" 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 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): | <b>\$2,239,542.00</b> |
|---|-----------------------|

**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: