

**SIXTH AMENDMENT TO  
EMERGENCY PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
WITT O'BRIEN'S, LLC**

This SIXTH AMENDMENT TO AGREEMENT is entered into this 28th day of April, 2022, by the CITY OF SAN JOSE ("Client"), a municipal corporation, and WITT O'BRIEN'S, LLC, a Delaware limited liability company authorized to do business in California ("Consultant").

**RECITALS**

**WHEREAS**, on March 18, 2020, Client and Consultant entered into an agreement entitled "EMERGENCY PURCHASING AGREEMENT" ("Agreement"); and

**WHEREAS**, effective May 1, 2020, Client and Consultant entered into a first amendment to the Agreement to increase the amount of total compensation allowed to \$320,000; and

**WHEREAS**, effective July 2, 2020, Client and Consultant entered into a second amendment to the Agreement to increase the amount of total compensation allowed to \$730,000; and

**WHEREAS**, effective September 14, 2020, Client and Consultant entered into a third amendment to the Agreement to extend the term of the Agreement through December 14, 2020, with no increase in the amount of total compensation allowed; and

**WHEREAS**, effective December 1, 2020, Client and Consultant entered into a fourth amendment to the Agreement to extend the term of the Agreement through March 14, 2021, with no increase in the amount of total compensation allowed; and

**WHEREAS**, effective March 30, 2021, Client and Consultant entered into a fifth amendment to the Agreement to continue the term through March 31, 2022 and increase the amount of total compensation allowed to \$990,000; and

**WHEREAS**, Client and Consultant desire to enter into a sixth amendment to the Agreement to extend the term from March 31, 2022 through March 31, 2023 with no increase in total compensation.

**NOW, THEREFORE**, the parties agree to continue and further amend the amended Agreement as follows:

**SECTION 1.** The term of the Agreement, originally March 18, 2020 through September 14, 2020 and extended through March 31, 2022, is extended again through March 31, 2023.

**SECTION 3.** All of the terms and conditions of the amended Agreement not specifically modified by this Sixth Amendment shall remain in full force and effect.

NVF:DEY  
03/22/2022

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“Client”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal  
corporation



Email: diana.yuan@sanjoseca.gov



Email: sarah.zarate@sanjoseca.gov

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DIANA YUAN  
Deputy City Attorney

By \_\_\_\_\_  
SARAH ZARATE  
Director, City Manager’s Office

“Consultant”

WITT O’BRIEN’S, LLC, a Delaware limited  
liability company authorized to do business  
in California

By \_\_\_\_\_  
JONATHAN HOYES  
Senior Managing Director

NVF:DEY  
03/22/2022

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“Client”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

\_\_\_\_\_  
DIANA YUAN  
Deputy City Attorney

By \_\_\_\_\_  
SARAH ZARATE  
Director, City Manager’s Office

“Consultant”

WITT O’BRIEN’S, LLC, a Delaware limited liability company authorized to do business in California

By \_\_\_\_\_  
  
JONATHAN HOYES  
Senior Managing Director