	First	Amendment to Standard City of San José Consultant Agreement (Non-Capital Projects)			
	Secon Third	Consultant's Name: National Preparedness Training Solutions, a division of NPTS Inc. ("Consultant")			
Ш	Tillia	(Standard Agreement AC No. 31350)			
	This Amendment is made and entered into this 22nd day of November, 2021. The City and Consultant amend the above-reference agreement as set forth herein.				
1.	Capitalized words in this Amendment have the same meaning as in the Agreement.				
2.	2. The provisions of this Agreement (including any previous amendments) not modified by this Amendment remain in full force and effect.				
3.	3. The provisions of this Amendment are effective upon execution of the Amendment by both parties.				
4.	4. Agreement Term: Subsection 2.1 is amended to extend the expiration date from to				
5.	\boxtimes	<u>Maximum Total Compensation</u> : Subsection 10.1 is amended to ☐ Increase ☐ Decrease the Maximum Total Compensation from \$137,402 to \$152,971.			
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.		<u>Compensation – Exhibit B</u> : 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.			

Form Name: Amendment to Standard Consultant Agreement (Non-Capital Projects)
Form/File No.: 1348130/T-32026
City Attorney Approval Date: September 2016
T-2093.016.014\1864811

Standard Agreement AC No. 31350

Consultant Name: National Preparedness Training Solutions, NPTS Inc.

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

City of San José	Consultant	
× Sarah Zarate Sarah Zarate (11/22/2021) Email: sarah.zarate@sanjoseca.gov	× Ralph Cole ralph.cole@npts-us.org (11/18/2021) Email: ralph.cole@npts-us.org	
Ву	Ву	
Name: Sarah Zarate Date Title: Director, Office of Administration, Policy and Intergovernmental Relations	Name: Ralph Cole Title: Chief Financial Officer	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.)	Ву	
Approved as to Form:	Name: Title:	Date
Attorney Carl Mitchell		
Senr Deputy City Atty carl_mitchell@sanjoseca_gov Lad B. Mitchell Carl Mitchell (11/18/2021) Email: carl.mitchell@sanjoseca.gov		
Carl B. Mitchell Date		

Page: 2 of 2

Form Name: Amendment to Standard Consultant Agreement (Non-Capital Projects)
Form/File No.: 1048019_4//T-15087.001
City Attorney Approval Date: October 2015
T-2093.016.014\1864811

Senior Deputy City Attorney

Standard Agreement AC No. 31350 Consultant Name: National Preparedness Training Solutions, NPTS Inc. First Revised Exhibit A: Scope of Basic Services ⊠ Second (Non-Capital Project) Third Agreement. A new task is added to be numbered and to read as follows: Task No. 6: Additional Services for CERT Basic Training Course Services A. <u>Services</u>: Provide the following additional services for up to four of the seventeen CERT **Basic Trainings: Decide Training Dates** Inspect and approve in person training locations Inspect and approve Skills Day location Solicit participants for CERT Basic Training Course Enroll participants for CERT Basic Training Course Provide links to Participant Manual and PowerPoint Slides Email reminders to participants on the day of each class Answer all questions related to using Zoom Volunteer Disaster Service Worker (V-DSW) Forms distributed, collected & checked Schedule and setup DSW oath in person or Zoom Order food and drink as requested and paid for by City Print CERT Basic Certificates of Completion Load vehicle with Skills Day equipment Pickup Certificates if required for Skills Day Follow COVID-19 restrictions/mandates Break down equipment, load in vehicle Deliver and unload equipment to City Storage **B. Deliverables:** Consultant will provide: List of training dates that have been identified List of in person training locations selected from location options provided by the City that have been inspected and approved, if meeting in person

- List of Skills Day locations selected from location options provided by the City that have been inspected and approved
- List of enrolled participants for each CERT Basic Training Course
- All collected V-DSW forms

C. <u>Completion Time</u>: 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:	May 31, 2022.
On or before	Business Days from

Form Name: Amendment to Standard Consultant Agreement (Non-Capital Projects)

Revised Exhibit A: Scope of Services

Form/File No.: 1348130/T-32026

City Attorney Approval Date: September 2016

T-2093.016.014\1864811

Standard Agreement AC No. 31350 Consultant Name: National Preparedness Training Solutions, NPTS Inc.

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

Task No. 7: Additional Services for CERT Refresher, On Zoom per Individual Class

- **A.** <u>Services</u>: Provide the following additional services for up to three of the six virtual CERT Refresher classes:
 - Decide Training Dates
 - Solicit participants
 - Enroll participants
 - Email reminders to participants
- B. <u>Deliverables</u>: Consultant will provide:
 - Additional services for up to three CERT Refresher classes
 - List of training dates identified
 - List of enrolled participants for each CERT Refresher class
- **C.** <u>Completion Time</u>: 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 formula of the formula	ollowing date: May 31, 2022.	
On or before	Business Days from	

Form Name: Amendment to Standard Consultant Agreement (Non-Capital Projects)
Revised Exhibit A: Scope of Services

Form/File No.: 1348130/T-32026

City Attorney Approval Date: September 2016

T-2093.016.014\1864811

Standard Agreement AC No. 31350 Consultant Name: National Preparedness Training Solutions, NPTS Inc.

	☐ First ⊠ Second	ond Third	Revised Exhibit B: Compensation (Non-Capital Projects)	oensation (Non-Capital Pro	ijects)
This revised	This revised Exhibit B is an attachment to the		Second Third amendment to the Agreement.	the Agreement.	
Section 1 -	Section 1 – Compensation Table				
		Part 1 -	Part 1 – Compensation for Basic Services	ervices	
Column 1	Column 2		Column 3		Column 4
Task Nos.	Basis of Compensation		Invoice Period		Compensation
က		☐ Monthly		☐ Completion of Work	\$7,440.00 per class (x17)
4		☐ Monthly		☐ Completion of Work	\$308.00 per class (x6 for virtual)
					\$1,728.00 per class (x2 for in person)
2		☐ Monthly		☐ Completion of Work	\$3,692.00
9		☐ Monthly		☐ Completion of Work	\$4,205.00 for additional services per class (x4)
7		☐ Monthly		☐ Completion of Work	\$225.00 for additional services per class (x3)
		Pai	Part 2 – Reimbursable Expenses	ses	
No ex The a includ	No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.	Expenses Subsectio	Expenses are separately reimbursable in accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is:	in accordance with ne maximum amount of	€9

Form Name: Amendment to Standard Consultant Agreement (Non-Capital Projects)
Revised Exhibit B: Compensation
Form/File No.: 1348130/T-32026
City Attorney Approval Date: September 2016
T-2093.016.014/1864811

Page: 1 of 2

Standard Agreement AC No. 31350 Consultant Name: National Preparedness Training Solutions, NPTS Inc.

	€		\$	\$152,971.00
Part 3 – Subconsultant Costs	 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	☐ The Director may authorize the Consultant to perform Additional \$ Services up to the following maximum amount:	Maximum Total Compensation (sum of Parts 1 through 4): \$152,971.00
	The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants.Subconsultant costs are <i>not</i> separately compensable.		✓ No money is budgeted for Additional Services, and the Director cannot authorize any Additional Services.	

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. \boxtimes

The following is the Schedule of Rates and Charges applicable to this Agreement: Page: 2 of 2