

First

Amendment to Standard City of San José Consultant Agreement

(Non-Capital Projects)

Second

Consultant's Name: National Preparedness Training Solutions, a division of NPTS Inc. ("Consultant")

Third

(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.

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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:** Subsection 2.1 is amended to extend the expiration date from _____ to _____.
 5. **Maximum Total Compensation:** 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. **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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- First
 Second
 Third

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.

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. Services: 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. 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: May 31, 2022.
- On or before _____ Business Days from _____.

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. Services: 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. Deliverables: 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. 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: May 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 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
3	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$7,440.00 per class (x17)
4	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$308.00 per class (x6 for virtual) \$1,728.00 per class (x2 for in person)
5	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$3,692.00
6	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$4,205.00 for additional services per class (x4)
7	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$225.00 for additional services per class (x3)
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 not 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:
Maximum Total Compensation (sum of Parts 1 through 4):	
\$152,971.00	

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: