

Master City of San José Consultant Agreement

(Non-Capital Projects)

Amendment to Approved Service Order - Cover Page

1a. Intentionally Omitted. 1b. Master Agreement AC No.: 34310; Giles 666470

2. ☒ First ☐ Second ☐ Third Amendment to Approved Service Order No. 2

3. Consultant's Name: Prophet Brand Strategy ("Consultant")

4. The above-referenced Approved Service Order is amended as follows:

4a. ☐ **Budget/Fiscal:** The ☐ original Budget/Fiscal information in Section 7 of the Approved Service Order ☐ First Revised Budget/Fiscal Attachment ☐ Second Revised Budget/Fiscal Attachment is amended to read as set forth in the attached ☐ First ☐ Second ☐ Third Revised Budget/Fiscal Attachment.

4b. ☐ **Tasks - Attachment A:** The ☐ original ☐ First Revised ☐ Second Revised Attachment A is amended to read as set forth in the attached ☐ First ☐ Second ☐ Third Revised Attachment A.

4c. ☒ **Compensation Table - Attachment C:** The ☐ original ☒ First Revised ☐ Second Revised Attachment C is amended to read as set forth in the attached ☐ First ☐ Second ☐ Third Revised Attachment C.

5. Each of the attachments to this amendment is incorporated herein by reference.

6. Consultant Approval:

Dan Saueressig

Email: dsaueressig@prophet.com
Date: 03/11/2024 PDT

7. Approval as to Form (City Attorney):

☐ Form Approved by the Office of the City Attorney

(The Maximum Service Order Compensation of the Approved Service Order, as amended, is \$100,000 or less, and the provisions of the form are hereby approved.)

☒ **Approved as to Form:**
(Sr.) Deputy City Attorney: Jon Calegari

Jon Calegari

Email: jon.calegari@sanjoseca.gov
Date: 03/12/2024 PDT

8. City Director Approval: John Aitken A A F

John Aitken

Email: jaitken@sjc.org
Date: 03/12/2024 PDT

☒ **First** ☐ **Second** ☐ **Third** **Revised Attachment A: Tasks**

This Revised Attachment A is attached to the ☒ First ☐ Second ☐ Third amendment to Approved Service Order No. 1 issued pursuant to the Master Agreement.

The tasks set forth in the original Attachment A, or in any previous amendment to the original Attachment A, are amended as set forth herein. All other tasks shall remain unchanged.

Paragraph C of Task No. 2, entitled "Research and Brand Measurement," is amended as follows:

- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:

On or before the following date: October 31, 2024.

On or before _____ Business Days from _____.

Paragraph C of Task No. 3, entitled "Tactical Planning," is amended as follows:

- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:

☒ On or before the following date: June 30, 2024.

☐ On or before _____ Business Days from _____.

Paragraph C of Task No. 4, entitled "2024 Media Campaign Launch Services," is amended as follows:

- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:

☒ On or before the following date: June 30, 2024.

☐ On or before _____ Business Days from _____.

☒ **First** ☐ **Second** ☐ **Third** **Revised Attachment C: Compensation Table**

This Revised Attachment C is an attachment to the ☒ First ☐ Second ☐ Third amendment to Approved Service Order No. 1 issued pursuant to the Master Agreement.

Part 1 – Compensation for Services						
Column 1	Column 2		Column 3			Column 4
Task Nos.	Basis of Compensation		Invoice Period			Compensation
1	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$22,500
2	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$110,200
3	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$22,500
4	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$22,500
5	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$288,000
Part 2 – Reimbursable Expenses						
☐ No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			☒ Expenses are separately reimbursable in the maximum amount of:			\$825,000
Part 3 – Subconsultant Costs						
☒ Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) sub-consultant costs.			☐ Subconsultant costs are separately compensable in the maximum amount of:			\$
Maximum Service Order Compensation (sum of Parts 1 through 3):						\$1,290,700

John Aithen

Jon Calegari