

First

Amendment to Master City of San José Consultant Agreement

(Non-Capital Projects)

Second

Consultants Name: Foster & Foster Consulting Actuaries, Inc. (formerly Bartel Associates, LLC)

Third

(Master Agreement AC No. 666537)

This Amendment to the Master Agreement is made and entered into this 26th day of September 2022. The City and the Consultant amend the above-referenced agreement as set forth herein.

1. Capitalized words in this Amendment have the same meaning as in the Master Agreement.
2. The provisions of this Master 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 _____ to _____.
5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$_____ to \$_____.
6. **Agreement Recitals:** Recitals to the Amendment are incorporated in the Agreement as set forth in Attachment A of the Amendment.
7. **Schedule of Rates and Charges – 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.
8. **Schedule of Specific Services – Exhibit D:** The original First Revised Second Revised Exhibit D is amended to read as set forth in the attached First Second Third Revised Exhibit D, which is incorporated by reference into this Amendment.

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

City of

Sarah Zarate

Email: sarah.zarate@sanjoseca.gov
Date: 09/26/2022 GMT

By _____

Name: Sarah Zarate **Date**
Title: Director, City Manager's Office

Consultant

Jonathan R. Davidson

Email: jonathan.davidson@foster-foster.com
Date: 09/26/2022 GMT

By _____

Name: Jonathan R. Davidson **Date**
Title: Chief Legal Officer

Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney.

(The Maximum Total Compensation, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

Ap

Suzanne Hutchins

Email: suzanne.hutchins@sanjoseca.gov
Date: 09/26/2022 GMT

Name: Suzanne S. Hutchins **Date**
Title: Sr. Deputy City Attorney

First

Attachment A

Second

Agreement Provision Amendment(s)

Third

(Non-Capital Projects)

This Attachment A is an attachment to the First Second Third amendment to the Master Agreement.

Recitals to the Amendment are incorporated in the Master Agreement as set forth in Attachment A of the Amendment as follows:

WHEREAS, on July 1, 2022, Foster & Foster Consulting Actuaries, Inc. acquired one hundred percent (100%) ownership of Bartel Associates, LLC. Foster & Foster Consulting Actuaries, Inc. desires to assume the rights and obligations of Bartel Associates, LLC under the Master Agreement as of July 1, 2022.

WHEREAS, Section 21.7 of the Master Agreement prohibits the assignment of the Agreement without the City's prior written consent. Foster & Foster Consulting Actuaries, Inc. desires to obtain the consent of the City to Foster & Foster Consulting Actuaries, Inc.'s assumption of Bartel Associates, LLC's rights and obligations of this Agreement.

WHEREAS, City has determined that Foster & Foster Consulting Actuaries, Inc. is eligible to assume the rights and obligations of Bartel Associates, LLC.

WHEREAS, Foster & Foster Consulting Actuaries, Inc. acknowledges that Foster & Foster Consulting Actuaries, Inc. has reviewed the Master Agreement and understands all of the obligations of Bartel Associates, LLC under the Agreement. Foster & Foster Consulting Actuaries, Inc. assumes the rights, title, interests, and obligations of Bartel Associates, LLC under the Agreement without waiver or release of any right, term or condition except as expressly stated herein.

WHEREAS, Foster & Foster Consulting Actuaries, Inc. represents that no false or misleading statements have intentionally been made to City in any oral or written communications in connection with the proposed assumption and release.

WHEREAS, City hereby consents to the assignment of the Master Agreement to Foster & Foster Consulting Actuaries, Inc. as of July 1, 2022.