Standard Agreement AC No. 32333 Consultant Name: Constant Associates, Inc.

⊠ I	First Amendment to Standard City of San José Consultant Agreement (Non-Capital Projects)						
	Secon	Consultant's Name: Constant Associates, Inc.					
	Third (Standard Agreement AC No. 32333)						
	his Amendment is made and entered into this 13th day of April, 2022. The City and Consultant amend the above- eference agreement as set forth herein.						
1.	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.	. The provisions of this Amendment are effective upon execution of the Amendment by both parties.						
4.	Agreement Term: Subsection 2 is amended to extend the expiration date from July 31, 2022 to May 31, 2023.						
5.		<u>Maximum Total Compensation</u> : Subsection 10.1 is amended to ⊠ Increase □ Decrease the Maximum Total Compensation from <u>\$67,541.00</u> to <u>\$79,986.08</u> .					
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.		<u>Additional Services</u> : 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)
Attachment A: Agreement Provisions Amendment

Form/File No.: 1348130/T-32026 City Attorney Approval Date: September 2016

Page: 1 of 2

**Attorney** 

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

## City of San José Consultant Sarah Zarate Michelle Constant Email: michelle@constantassociates.com Email: sarah zarate@sanjoseca.gov Ву Name: Sarah Zarate Date Title: Director, Office of Administration, Policy and Intergovernmental Relations Name: Michelle Constant **Date** Title: President & Secretary Approval as to Form (City Attorney): Form Approved by the Office of the City

Page: 2 of 2

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

Form/File No.: 1048019\_4//T-15087.001 City Attorney Approval Date: October 2015 **⊠** 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 follow: Task No. 15: Project Finalization with City Council A. Services: The Consultant will support City staff with a presentation of the finalized COVID-19 After Action Report to City Council. This support includes meeting with City staff beforehand to prepare for the presentation, development of presentation materials, 2-3 rounds of revisions for presentation materials, 508 compliance review and edits, and attendance / co-presentation at City Council alongside City staff from the Office of Emergency Management. B. Deliverable: PowerPoint, and any additional materials needed for the presentation (e.g., executive summary) Attendance / co-presentation at City Council Meeting 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, 2023

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

Standard Agreement AC No. 32333 Consultant Name: Constant Associates, Inc.

City Attorney Approval Date: September 2016

Standard Agreement AC No. 32333 Consultant Name: Constant Associates, Inc.

(Non-Capital Projects)
Compensation
Revised Exhibit B:
☐ Third
☐ Second
oxtimes First

This revised Exhibit B is an attachment to the  $\ oximes$  First  $\ oximes$  Second  $\ oximes$  Third amendment to the Agreement.

Section 1 - Compensation Table

		Part 1 – C	ompensation f	1 - Compensation for Basic Services		
Column 1	Column 2			Column 3		Column 4
Task Nos.	Basis of Compensation	sation		Invoice Period		Compensation
_	☐ Time & Materials		☐ Monthly		☐ Completion of Work	\$5,500.00
2	☐ Time & Materials	∑ Fixed Fee	☐ Monthly		☐ Completion of Work	\$1,250.00 (x4 surveys)
3	☐ Time & Materials	∑ Fixed Fee	☐ Monthly	oxtimes Completion of Task(s)	☐ Completion of Work	\$2,000.00
4	☐ Time & Materials		☐ Monthly		☐ Completion of Work	\$2,000.00
ഹ	☐ Time & Materials		☐ Monthly		☐ Completion of Work	\$1,250.00 (x4 large workshops)
O	☐ Time & Materials		☐ Monthly		☐ Completion of Work	\$1,283.00 (x4 sets of five small workshops & interviews)
7	☐ Time & Materials		☐ Monthly		☐ Completion of Work	\$2,421.00
80	☐ Time & Materials		☐ Monthly	oxtimes Completion of Task(s)	☐ Completion of Work	\$4,000.00
O	☐ Time & Materials		☐ Monthly		☐ Completion of Work	\$3,000.00
10	☐ Time & Materials		☐ Monthly		☐ Completion of Work	\$3,500.00 (x2 meetings)
1-	☐ Time & Materials	Fixed Fee	☐ Monthly		☐ Completion of Work	\$7,000.00

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

Standard Agreement AC No. 32333 Consultant Name: Constant Associates, Inc.

12	☐ Time & Materials		☐ Monthly	$oxed{oxed}$ Completion of Task(s)	☐ Completion of Work	\$9,000.00
13	☐ Time & Materials		☐ Monthly		☐ Completion of Work	\$2,000.00 (QAQC plan), \$7,000.00 (Apply QAQC)
14	☐ Time & Materials		☐ Monthly		☐ Completion of Work	\$1,488.00
15	☐ Time & Materials		☐ Monthly		Completion of Work	\$5,898.60
		Part 2	Part 2 – Reimbursable Expenses	ole Expenses		
No expense Column 4 o		e amount(s) in expenses.	Expenses Subsectio	Expenses are separately reimbursable in accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is:	accordance with naximum amount of	₩
		Pari	Part 3 – Subconsultant Costs	Itant Costs		
	The amount(s) in Column 4 of Part 1 include(s) payment subconsultants. Subconsultant costs are <i>not</i> separately compensable.	) payment for separately	Subconsu with Subs compens	Subconsultant costs are separately compensable in accordance with Subsection 10.6 of the Agreement. The maximum amount of compensation for subconsultant costs is:	ensable in accordance The maximum amount of	€9
		Paı	Part 4 – Additional Services	ıl Services		
☐ No money i Director car	No money is budgeted for Additional Services, and the Director cannot authorize any Additional Services.	, and the ces.	☐ The Direc Services		t to perform Additional ount:	\$6,546.48
			M	Maximum Total Compensation (sum of Parts 1 through 4):	(sum of Parts 1 through 4):	\$79,986.08

## Section 2 - Schedule of Rates and Charges

Services on a "time &	
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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