

- ☐ First
☒ Second
☐ Third

Amendment to Standard City of San José Consultant Agreement
(Non-Capital Projects)

Consultant's Name: Community Strong Strategies

(Standard Agreement AC No. AC32916)

This Amendment is made and entered into this 5th day of March, 2024. The City and Consultant amend the above-referenced agreement as set forth herein.

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:** Section 2 is amended to extend the expiration date from 04/14/2024 to 06/30/2025.
 5. ☒ **Maximum Total Compensation:** Subsection 10.1 is amended to ☒ Increase ☐ Decrease the Maximum Total Compensation from \$175,000 to \$235,000.
 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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OC-001422-002

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

City of San José

Sarah Zúrate

Email: sarah.zarate@sanjoseca.gov
Date: 03/05/2024 PST

Name: Sarah Zarate

Title: Director, Office of the City Manager



Approved as to Form:

Attorney

Kevin Fisher

Assist City Attorney U

kevin.fisher@sanjoseca.gov

Kevin Fisher

Email: kevin.fisher@sanjoseca.gov
Date: 03/04/2024 PST

Name: Kevin Fisher

Title: Assistant City Attorney

Consultant

Nathan Ulsh

Email: nathan@communitystrongstrategies.com
Date: 02/28/2024 PST

Name: Nathan Ulsh

Title: Partner

Tracey Schaal

Email: tracey@communitystrongstrategies.com
Date: 02/28/2024 PST

Name: Tracey Schaal

Title: CEO

- ☐ **First**
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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.

The tasks set forth in the original Exhibit A, or in any previous amendment to the original Exhibit A, are amended as follows:

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

Task No. 5: Business Association Development

A. Services: Execute a strategy in collaboration with the Office of Economic Development and Cultural Affairs to implement a plan that furthers the development of the Monterey Corridor Business Association, specifically to fiscally sustain the association via the formation of a P-bid or C-bid..

B. Deliverable: The Consultant will provide the following to the City's Contract Manager:

Continue existing activity and services as part of a year 3 implementation plan.

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: 06/30/2025.

☐ 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
1-3	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Yearly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$115,000
4	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$60,000
5	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Quaterly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$60,000
Part 2 – Reimbursable Expenses						
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 5 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 5 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):						\$ 175,000

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

