

- ☐ First
☒ Second
☐ Third

Amendment to Standard City of San José Consultant Agreement

(Non-Capital Projects)

Consultant's Name: Hinderliter, de Llamas & Associates

(Standard Agreement AC No. OC-001501-000)

This Amendment is made and entered into this 19th day of January, 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 _____ to _____.
 5. ☒ **Maximum Total Compensation:** Subsection 10.1 is amended to ☒ Increase ☐ Decrease the Maximum Total Compensation from \$120,000.00 to \$140,000.00.
 6. ☒ **Agreement Section(s):** Section 6.1 is 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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This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

By *Sarah Zarate*
Email: sarah.zarate@sanjoseca.gov
Date: 01/19/2024 PST

Name: Sarah Zarate
Title: Director, Office of the City Manager

Approval as to Form (City Attorney):

☐ **Form Approved by the Office of the City Attorney.**

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

☒ **Approved as to Form:**

Terra Chaffee
Email: terra.chaffee@sanjoseca.gov
Date: 01/19/2024 PST
Name: Terra Chaffee
Title: Senior Deputy City Attorney

Consultant

By *Andrew Nickerson 05/19/2022*
Email: anickerson@hdlcompanies.com
Date: 01/19/2024 PST

Name: Andrew Nickerson
Title: President/ Chief Executive Officer

By *Richard Park*
Email: rpark@hdlcompanies.com
Date: 01/19/2024 PST

Name: Richard Park
Title: Chief Financial Officer

☐ First

Attachment A

☒ Second

Agreement Provision Amendment(s)

☐ Third

(Non-Capital Project)

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

The Section(s) set forth in the original Agreement, or in any previous amendment to the original Agreement, is/are amended as follows:

Subsection 6.1, Consultant's Contract Manager and Other Staffing, table is amended to read as follows:

		<u>Required to File Form 700?</u>		
<u>Consultant's Contract Manager</u>		Yes Already Filed (Insert Date Filed)	Yes Need to File	No
Name: David McPherson	Phone No.: 714.879.5000			<u>X</u>
Address: 120 S. State College Blvd., Suite 200, Brea, CA 92821	E-mail: dmcpherson@hdlcompanies.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1.Matt Eaton	Deputy Compliance Director	X		
2. Ajay Kolluri	Compliance Director			X
3. Josh Sheldon	Background Investigator			X
4. Teresa Schneider	Background Investigator			X
5. David Ross	Senior Compliance Inspector			X
6. Elizabeth Eumurian	Senior Auditor			X
7. Tao Lu	Senior Auditor			X
8 Odette Mikhail	Auditor			X
9. Kristi Lervold	Administrative Assistant			X

☐ 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
1-6	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work \$140,000.00
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work \$
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work \$
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):			\$140,000.00

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:

Budget Hourly Rates		
HdL Staff Personnel	Title	Hourly Rate (\$)
Ajay Kolluri	Compliance Director	\$250.00
Matt Eaton	Deputy Compliance Director	\$250.00
Josh Sheldon	Background Investigator	\$195.00
Teresa Schneider	Background Investigator	\$195.00
David Ross	Senior Compliance Inspector	\$195.00
Elizabeth Eumurian	Senior Auditor	\$195.00
Tao Lu	Senior Auditor	\$195.00
Kristi Lervold	Administrative Assistant	\$70.00

