

First

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

Second

Consultant's Name: Burke, Williams & Sorenson, LLP

Third

(Standard Agreement AC No. OC-002083)

This Amendment is made and entered into this 6th day of December, 2022. 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 December 29, 2022 to June 30, 2023.
5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$25,000.00 to \$50,000.00.
6. **Agreement Section(s):** Section(s) 6.1 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.

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

City of San José

Consultant

By 

By 

Email: sarah.zarate@sanjoseca.gov
Date: 12/06/2022 GMT

Email: jwelsh@bwslaw.com
Date: 12/05/2022 GMT

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

Name: John Welsh
Title: Managing Partner

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:

Name:
Title:

- First
- Second
- Third

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

Consultant's Name: Burke, Williams & Sorenson, LLP

(Standard Agreement AC No. OC-002083)

This Amendment is made and entered into this 6th day of December, 2022. 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 December 29, 2022 to June 30, 2023.
 5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$25,000.00 to \$50,000.00.
 6. **Agreement Section(s):** Section(s) 6.1 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.
-

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: 12/06/2022 GMT

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

Consultant

By *John Welsh*
jwelsh@bwslaw.com

Email: jwelsh@bwslaw.com
Date: 12/05/2022 GMT

Name: John Welsh
Title: Managing Partner

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:

Name:
Title:

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:

Section 6.1, entitled "Consultant's Contract Manager and Other Staffing," is hereby amended in its entirety to read as follows:

6.1 Consultant's Contract Manager and Other Staffing: Identified below are the following: (a) the Consultant's contract manager, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the Basic Services. If any individual identified below is required to file a Statement of Economic Interests, Form 700 ("Form 700"), and the individual does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, the Consultant must comply with the requirements of Subsection 17.2 below.

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Insert Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Timothy Davis	Phone No.: (408) 606-6317			<u>X</u>
Address: 60 South Market Street Suite 1000 San Jose, CA 95113	Email: tdavis@bwslaw.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>		
1. Rachel Balchum	Investigator	rbalchum@bwslaw.com		X
2. Susan Arduengo	Investigator	sarduengo@bwslaw.com		X
3.				

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
	<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	\$49,000.00
	<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 type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.	<input checked="" type="checkbox"/> Expenses are separately reimbursable in accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is:		
	\$1,000.00		
Part 3 – Subconsultant Costs			
<input 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 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):			\$50,000.00

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:

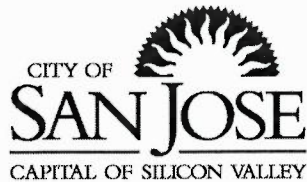
A. City agrees to compensate Consultant for professional services performed in accordance with the terms and conditions of this Agreement at the hourly rates listed below.

Timothy Davis	\$350.00 per hour
Rachel Balchum	\$305.00 per hour
Susan Arduengo	\$325.00 per hour

The parties agree that the rates and/or personnel set forth herein may be changed without formal amendment to this Agreement. Consultant shall submit any proposed changes and/or additions to the fee schedule to the City. The City must affirmatively accept said modifications in writing before it becomes binding under the terms of this Agreement.

B. In addition to the above compensation, City shall reimburse Consultant for actual out-of-pocket costs and expenses reasonably incurred in connection with providing to City the services specified in this Agreement, including but not limited to travel-related expenses and mileage.

C. The maximum amount of compensation to be paid to Consultant under this Agreement, including both payment for professional services and reimbursable expenses, shall not exceed Fifty-Thousand Thousand Dollars (\$50,000.00). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to City.



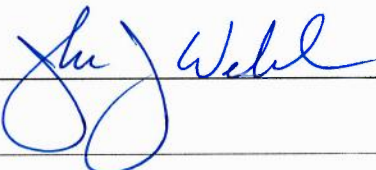
- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Rikki Ignacio
STAFF EMAIL: Rikki.Ignacio@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: 12/7/22 TOTAL PAGES: (INCLUDING THIS PAGE) 2
CONSULTANT NAME: John J. Welsh
EMAIL: jwelsh@bws/qw.com
PHONE: (213) 236-0600

I agree to use electronic signatures

SIGNATURE OF CONSULTANT: 

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT IN **BLUE** INK
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN **COLOR**
4. EMAIL THE ENTIRE DOCUMENT TO RIKKI IGNACIO AT RIKKI.IGNACIO@SANJOSECA.GOV.

To BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER AND/OR EMAIL ADDRESS
- PERSONALLY KNOWN TO CITY STAFF