

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

Consultant's Name: Brown Marketing Strategies, Inc. DBA CENTRIC

**(Standard Agreement AC No.: 35353)
Records Database Contract No.: OC-010291**

This Amendment is made and entered into on the date that it is fully executed by the Parties ("Contract Date").
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 \$ 350,000 to \$700,000.
 6. **Agreement Section(s):** Section(s) 5 is/are amended to read as set forth in Attachment A of the Amendment.
 7. **Scope of Basic Services – Exhibit A:** The original _____ Revised Exhibit A is amended to read as set forth in the attached _____ Revised Exhibit A, which is incorporated by reference into this Amendment.
 8. **Compensation – Exhibit B:** The original _____ Revised Exhibit B is amended to read as set forth in the attached Original 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.
 10. **Consultant's Name Change:** Effective [insert date], the Consultant changed its name from [insert Consultant's former name] to [insert Consultant's current name], and remains the same legal entity bound by the terms and conditions of the Agreement. All references in the Agreement to [insert Consultant's former name] shall be deemed references to [insert Consultant's current name].
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This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

Consultant

By {{__signer3}}

By {{__signer1}}

Name: Emily Lam
Title: Director, City Manager's Office

Name: Shannon Brown
Title: CEO/President

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:

{{__signer2}}

Name: Bill Charley
Title: Sr. Deputy City Attorney

Attachment A

**Agreement Provision Amendment(s)
(Non-Capital Project)**

This Attachment A is an attachment to the First 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:

5. CITY'S CONTRACT MANAGER

The City's contract manager for this Agreement is:

Name: Oshi Jauco	Phone No.: (408) 620-4539
Department: Energy	Email: oshi.jauco@sanjoseca.gov
Address: 4 N. Second St., Ste 700, San Jose CA 95113	

The Director can change the above contract manager by giving the Consultant written notice.

First Revised Exhibit B: Compensation (Non-Capital Projects)

This revised Exhibit B is an attachment to the First 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
1-12	<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	\$ 700,000
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):			\$ 700,000

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

Name	Position	Hourly Rate
Shannon Brown	CEO/President	\$200
Phoenix Smith	Communications Manager	\$144
Roberto Solorzano	Creative Director	\$144
Lis Butler	Project Manager	\$144
Julie Her	Project Manager	\$144
Erik Rosvold	Public Relations Director	\$144
Rene Fourzan	Copywriter	\$106
Jared Smith	Digital Media Specialist	\$106
Pablo Soriano	Marketing and Events Specialist	\$106
Kathy McBride	Media Planner	\$100
Pablo Soriano	Spanish Translation	\$100
Open	Public Relations Assistant	\$85
Andrea Plata	Research Analyst	\$85
Preston Roeschlein	Videographer	\$125
Preston Roeschlein	Photographer	\$100
Preston Roeschlein	Video Production	\$90