

**FIRST AMENDMENT TO
CONSULTANT AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
QUINTANA CRUZ, LLC**

This FIRST AMENDMENT TO AGREEMENT is entered into this ____ day of _____, 2018, by the CITY OF SAN JOSE, a municipal corporation (“CITY”), and QUINTANA CRUZ, LLC, a California limited liability company (“CONSULTANT”).

RECITALS

WHEREAS, on June 21, 2016, CITY entered into an agreement entitled “AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF SAN JOSE AND GONZALEZ, QUINTANA, HUNTER & CRUZ, LLC” (“AGREEMENT”); and

WHEREAS, on February 8, 2018, CITY consented to the assignment of the AGREEMENT to CONSULTANT; and

WHEREAS, CITY and CONSULTANT desire to amend the AGREEMENT to modify the scope of services and increase the amount of total compensation allowed;

NOW, THEREFORE, the parties agree to amend the AGREEMENT as follows:

SECTION 1. SUBSECTION A of SECTION 4, “COMPENSATION” is amended to read as follows:

“The compensation to be paid to CONSULTANT for professional services shall not exceed Four Hundred Eighty Five Thousand Dollars (\$485,000). The rate and schedule of payment is set out in REVISED EXHIBIT C, entitled “COMPENSATION”, which is attached hereto and incorporated herein.”

SECTION 2. EXHIBIT A, “SCOPE OF SERVICES” is amended to read as shown in REVISED EXHIBIT A, attached and incorporated into this First Amendment.

SECTION 3. EXHIBIT C, “COMPENSATION” is amended to read as shown in REVISED EXHIBIT C, attached and incorporated into this First Amendment.

SECTION 4. All of the terms and conditions of the original AGREEMENT not modified by this First Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

ARLENE SILVA
Deputy City Attorney

By _____

“CONSULTANT”

QUINTANA CRUZ, LLC, a California limited liability company

By _____

Name:
Title:

REVISED EXHIBIT A
SCOPE OF SERVICES

A. QUINTANA CRUZ LLC

CONSULTANT shall perform all state legislative advocacy services in practice areas as directed by CITY.

CONSULTANT shall not perform any legal services under this AGREEMENT and shall not act without explicit instruction from the Director of Intergovernmental Relations.

1. Monitoring – CONSULTANT shall serve as a reliable and consistent channel of information to and from the California State Assembly and Senate, legislative committees and staff; monitor and provide regular reports, both orally and in writing, on current legislation, the State budget process, or any legislative events that may directly or indirectly impact CITY.

2. Bill Tracking Service – CONSULTANT should obtain and monitor all bills, resolutions, files, journals, histories, etc. As such, copies of all bills and amendments that are determined by City Staff or Council to have an impact on the legislative and regulatory interests of the CITY should be forwarded to the CITY with an analysis of the impact to CITY.

3. Legislative Advocacy – CITY's positions on key State issues are determined annually by the City's Council and Mayor which can be found at the following link: <http://www.sjcity.net/DocumentCenter/View/12126>. CONSULTANT will receive direction from the CITY's Intergovernmental Relations Director on issues that

promote the CITY's positions. CONSULTANT will report its activities to ensure that priorities are completed and advocacy efforts are streamlined.

4. Establish an Active Presence – CONSULTANT should actively establish a strong identity and presence in Sacramento, California on behalf of CITY. This effort will be reinforced by day-to-day legislative activities on behalf of CITY and approved by the CITY's Intergovernmental Relations Director at City Hall. Additionally, CONSULTANT will be required to attend periodic meetings at City Hall to discuss these activities. CONSULTANT will be required to report to the CITY's Intergovernmental Relations Director in San José.
5. State Budget Issues – CONSULTANT should focus efforts advancing CITY's legislative objectives during the creation of the Governor's Proposed Budget and Governor's Revised Budget, and any budget trailer legislation designed to make the CITY whole. The CONSULTANT should advance CITY's legislative objectives during the final phases of legislative action on spending and authorization legislation, and, if directed by CITY's Intergovernmental Relations Director, coordinating additional meetings with relevant Members of the Legislature or legislative staff in support of CITY's State objectives (as appropriate).
6. Community Choice Aggregation (CCA) – CONSULTANT will provide a legislative advocate with expertise in California Public Utilities Commission, California Energy Commission, and legislature processes and proceedings.

B. CALIFORNIA ADVISORS LLC

SUB-CONSULTANT shall perform the state legislative advocacy services detailed below related to the following practice areas:

- Transportation

SUB-CONSULTANT shall not perform any legal services under this AGREEMENT and shall not act without explicit instruction from the Director of Intergovernmental Relations.

1. Monitoring – SUB-CONSULTANT shall serve as a reliable and consistent channel of information to and from the California State Assembly and Senate, legislative committees and staff; monitor and provide regular reports, both orally and in writing, on current legislation, the State budget process, or any legislative events that may directly or indirectly impact CITY.
2. Bill Tracking Service – SUB-CONSULTANT should obtain and monitor all bills, resolutions, files, journals, histories, etc. As such, copies of all bills and amendments that are determined by City Staff or Council to have an impact on the legislative and regulatory interests of the CITY should be forwarded to the CITY with an analysis of the impact to CITY.
3. Legislative Advocacy – CITY's positions on key State issues are determined annually by the City's Council and Mayor which can be found at the following link: <http://www.sjcity.net/DocumentCenter/View/12126>. SUB-CONSULTANT will receive direction from the CITY's Intergovernmental Relations Director on issues that promote the CITY's positions. SUB-CONSULTANT will report its activities to ensure that priorities are completed and advocacy efforts are streamlined.
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5. State Budget Issues – SUB-CONSULTANT should focus efforts advancing CITY's legislative objectives during the creation of the Governor's Proposed Budget and Governor's Revised Budget, and any budget trailer legislation designed to make the CITY whole. The SUB-CONSULTANT should advance CITY's legislative objectives during the final phases of legislative action on spending and authorization legislation, and, if directed by CITY's Intergovernmental Relations Director, coordinating additional meetings with relevant Members of the Legislature or legislative staff in support of CITY's State objectives (as appropriate).

REVISED EXHIBIT C
COMPENSATION

CITY agrees to compensate CONSULTANT at the monthly rate of Twenty Thousand Dollars (\$20,000) for professional services performed in accordance with the terms and conditions of this AGREEMENT.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT for professional services shall not exceed Four Hundred Eighty Thousand Dollars (\$485,000.00). 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.

There are no reimbursable expenses.