

- ☒ **First**  
☐ **Second**  
☐ **Third**

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

Consultant's Name: THE PUN GROUP, LLP  
(Standard Agreement AC No. 30648, Vendor No. A1026)

This Amendment is made and entered into this \_\_\_\_\_ day of December 2022. The City and Consultant amend the above-referenced agreement as set forth herein.

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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:** Subsection 2.1 is amended to extend the expiration date from June 30, 2023 to June 30, 2024.
  5. ☒ **Maximum Total Compensation:** Subsection 10.1 is amended to ☒ Increase ☐ Decrease the Maximum Total Compensation by \$400,000 from \$100,000 to \$500,000.
  6. ☒ **Agreement Section(s):** Section(s) 2- Agreement Term, and 10 - Compensation 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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**This Amendment is executed by the authorized representatives of the City and Consultant as follows:**

**City of San José**

**Consultant**

\_\_\_\_\_

\_\_\_\_\_

Name: Toni Taber  
Title: City Clerk

Name: Kenneth Pun  
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.) By [{{\_\_signer#}}]

- ☐ **Approved as to Form:**

\_\_\_\_\_

Name: Andrew Malek  
Title: Deputy City Attorney

☒ **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 2 – Agreement Term**

2.1 The Agreement is from the Contract Date to June 30, 2024, inclusive, unless terminated earlier pursuant to Section 19 below.

**Section 10 – Compensation**

10.1 Maximum Total Compensation: The maximum amount the City will pay the Consultant for all professional fees, costs, charges, and expenses related to performing Basic Services and any Additional Services, if applicable, is \$500,000 ("Maximum Total Compensation").

☒ **First**

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**Revised Exhibit A: Scope of Basic Services**

(Non-Cafetite 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:

**Task No.1, entitled “Subrecipient Monitoring Webinar,” is amended to read as follows:**

- A. Services: Consultant will plan, organize, facilitate, and debrief a webinar session with City staff and recipients of Federal Entitlement Grants through the City of San Jose. The consultant will provide an overview of subrecipient monitoring activities, procedures, methods, requirements, and expectations. Consultant will familiarize staff and recipient with Federal monitoring standards and requirements. Consultant will answer any questions of staff or recipients and provide feedback.
- B. Deliverable: The Consultant will plan, organize, facilitate, and debrief a webinar session with City staff and recipients of Federal Entitlement Grants.
- 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: April 28, 2022.

☐ On or before \_\_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 2 entitled “Subrecipient Monitoring Plan – Review and Recommendations,” is amended to read as follows**

A. Services: In accordance with the requested Scope of Work from the Request for Proposal (RFP) and the objectives identified therein, Consultant will review the City’s existing Subrecipient Monitoring Plan and provide initial feedback that the Consultant believes would help improve or streamline the existing City Plan.

B. Deliverable: The Consultant will provide written feedback based on the existing Monitoring Policies and Procedures Manual, provide recommendations for best practices in accordance with federal, state, local regulations.

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: October 14, 2022

☐ On or before \_\_\_\_\_ Business Days from \_\_\_\_\_.

**Task No.3, entitled “Monitoring Workplan and Schedule,” is amended to read as follows:**

**Task No.3, entitled “Monitoring Workplan and Schedule, (Pre-Monitoring)”**

A. Services: In accordance with the requested Scope of Work from the RFP and the Objectives identified therein, Consultant will:

1. Develop Subrecipient Monitoring Schedule: Evaluate the City-prepared risk assessments and produce a subrecipient monitoring schedule based on assessed risks.
2. Evaluate subrecipient internal controls for fiscal and programmatic compliance, review responses, and determine mitigation measures.
3. Identify critical controls in place related to the management of program risks.
4. Determine if prior year findings were resolved.
5. Webinar: Invite grantees to subrecipient monitoring webinar.
6. City-approved Notification Letters: To subrecipients with date of monitoring and contract period to be monitored.
7. Schedule meeting with subrecipient and determine agency contact to complete the review in a timely manner.

B. Deliverable: The Consultant will provide a Subrecipient Risk-based Monitoring Work Plan and Schedule.

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: February 1, 2023.

☐ On or before \_\_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 4, entitled “Subrecipient Monitoring,” is amended to read as follows:**

A. Services: In accordance with the requested Scope of Work from the RFP and the Objectives identified therein, Consultant will perform annual monitoring based on the Risk-Based Monitoring Work Plan and Schedule. The subrecipient monitoring will include, but not limited to:

1. Adherence to applicable requirements as outlined in the subrecipient agreement, federal, state, and local regulations, and other program guidelines.
2. Determine program funds have been used in accordance with applicable program requirements.
3. Determine subrecipient has sufficient controls in place to satisfy regulatory requirements.
4. Evaluate agency internal controls for fiscal and programmatic compliance, review responses, and determine mitigation measures.
5. Review subrecipient records for completeness and identify any deficiencies.
6. Review subrecipient client records for program eligibility.

As part of the monitoring process, Consultant will provide recommendations on how to address subrecipient noncompliance. Consultant will provide periodic updates of monitoring status to the Contract Monitor as the monitoring work is completed.

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

1. Complete Engagement Binders.
2. Subrecipient Monitoring Reports, to include:
  - a. Observations and Findings if any
  - b. Recommendations
  - c. Subrecipient Responses to Findings if any

Additional elements of the report may include but not limited to the following rules and regulations:

- a. Financial Management (2 CFR 200.300 to .309)
- b. Property and equipment (2 CFR 200.310 to .316)
- c. Procurement (2 CFR 200.318 to 326)

- d. Record keeping (2 CFR.333)
- e. Audit (2 CFR 200 Subpart F)
- f. Labor (Davis-Bacon and Related Acts)  
<http://www.dol.gov/whd/govcontracts/dbra.htm>
- g. Environmental Review (National Environmental Protection Act)  
(<https://www.epa.gov/nepa>)
- h. Non-discrimination
- i. Performance Management

3. Reporting

- a. Weekly updates at Grants Team meetings,
- b. Quarterly summary reports detailing status of monitoring reviews

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: June 30, 2023

☒ On or before the following date: June 30, 2024

☐ On or before \_\_\_\_\_ Business Days from \_\_\_\_\_.

**Task No.5, entitled “Technical Assistance and Training,” is amended to read as follows:**

A. Services: The Consultant will provide agreed-upon advisory and training services for City staff. Training topics will be agreed upon by City and Consultant in advance, and may include, but not limited to topics such as:

- Grant Monitoring Techniques
- Federal Grant Compliance
- Indirect Cost Rates
- Subrecipient Monitoring

B. Deliverable: The Consultant will develop and provide and educational based trainings to assist City staff expertise and development.

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:

1. Training Program: On or before the following date: June 30, 2023
2. Technical Assistance: As Needed on or before the following date: June 30, 2023

☒ **Training Program:** On or before the following date: June 30, 2023.

☒ **Technical Assistance:** On or before the following date: June 30, 2024

☐ On or before \_\_\_\_\_ Business Days from \_\_\_\_\_.

☒ **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
1-4	<input checked="" 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	\$440,000
5	<input checked="" 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	\$50,000
	<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:	\$10,000
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 <b>not</b> 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:	\$
<b>Maximum Total Compensation</b> (sum of Parts 1 through 4):			\$500,000

## 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:

Description	Labor Category	Hourly Rate
Partners	Partners	\$ 275
Director	Managers	\$ 225
Senior Manager	Seniors	\$ 200
Managers	Professional Staff	\$ 175
Supervisor	Clerical	\$ 150
Senior	Partners	\$ 125
Staff	Managers	\$ 100
Administrative Support	Seniors	\$ 75

