

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

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

Consultant's Name: **CRUZ STRATEGIES, LLC**

(Standard Agreement Original GILES No. 664764)

This Amendment is made and entered into this _____ day of _____, 2019. The City and Consultant amend the above-reference 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 _____ to _____.
 5. ☒ **Maximum Total Compensation:** Subsection 10.1 is amended to ☒ Increase ☐ Decrease the Maximum Total Compensation from \$480,000 to \$573,549. If City exercises its option period, total compensation for the option period shall be increased from \$240,000 to \$300,000, subject to appropriation of funds.
 6. ☐ **Agreement Section(s):** Section(s) _____ 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.
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This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

By _____

Name: Leland Wilcox **Date**
Title: Chief of Staff, Office of the City Manager

Consultant

By _____

Name: Steve Cruz **Date**
Title: 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: Cameron Day
Title: Deputy City Attorney **Date**

By _____

Name: Joseph Cruz **Date**
Title: Partner

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Revised Exhibit A: Scope of Basic Services

(Non-Capital Project)

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

A new task is added to be numbered and to read as follow:

Task No. 6: Electricity Restructuring and Public Safety Power Shutoff Advocacy

A. Services: The Consultant shall advocate for the City's Electricity Restructuring and Public Safety Power Shutoff priorities.

B. Deliverable: The Consultant will provide additional bandwidth to develop and execute advocacy strategies on the City's electricity restructuring and Public Safety Power Shutoff policies. This includes but is not limited to tracking and influencing legislation, establishing an active presence for the City on this issue, and engaging in the state budget process.

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: _____.

☐ On or before _____ Business Days from _____.

☒ On an on-going basis

☒ **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
1-5	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$480,000
	<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	\$
	<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 type="checkbox"/> No money is budgeted for Additional Services, and the Director cannot authorize any Additional Services.		<input checked="" type="checkbox"/> The Director may authorize the Consultant to perform Additional Services up to the following maximum amount:	\$93,549
Maximum Total Compensation (sum of Parts 1 through 4):			\$573,549

Form Name: Amendment to Standard Consultant Agreement (Non-Capital Projects)
Revised Exhibit B: Compensation

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Form/File No.: 1348130/T-32026

City Attorney Approval Date: September 2016

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

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:

Additional Services Exhibit (Non-Capital Projects)

This Additional Services Exhibit is an attachment to the ☒ First ☐ Second ☐ Third amendment to the Agreement.

In accordance with Subsection 3.2 of the Agreement, the Director authorizes the Consultant to perform the following Additional Service(s):

Additional Service No. <input checked="" type="checkbox"/> One <input type="checkbox"/> Two <input type="checkbox"/> Three <input type="checkbox"/> Four			
Deliverable	The Consultant will provide additional bandwidth to develop and execute advocacy strategies on the City's electricity restructuring and Public Safety Power Shutoff policies. This includes but is not limited to tracking and influencing legislation, establishing an active presence for the City on this issue, and engaging in the state budget process.		
Service:	The Consultant shall advocate for the City's Electricity Restructuring and Public Safety Power Shutoff priorities.		
Completion Time:	The Consultant must complete this Additional Service within the following time: <input type="checkbox"/> On or before the following date: _____. <input type="checkbox"/> On or before ____ Business Days from _____. <input checked="" type="checkbox"/> On an on-going basis		
Compensation:	The City will compensate the Consultant for performing this Additional Service as follows:		
Part 1:	Basis of Compensation:	Invoice Period:	Compensation
	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$93,549
Part 2:	Reimbursable Expenses		
	<input checked="" type="checkbox"/> There are no reimbursable expenses.		
	<input type="checkbox"/> Expenses are 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"/> Subconsultant costs are not separately compensable.		
	<input type="checkbox"/> Subconsultant costs are separately compensable in accordance with Subsection 10.6 of this Agreement. The maximum amount of compensation for subconsultant costs is:		\$
	Maximum Compensation for this Additional Service:		\$93,549