

☒ 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 7<sup>th</sup> day of January, 2020. 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 \$570,000. If the City Manager exercises an additional option year pursuant to Section 2, compensation during an option year 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:**

By \_\_\_\_\_

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

\_\_\_\_\_  
Name: Cameron Day  
Title: Deputy City Attorney      **Date**

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

(Non-Capital Project)

This First 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:** Beginning January 1, 2020, 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 First 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
6	<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	\$90,000
	<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 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 <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):						<b>\$570,000</b>

## 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: