

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

Consultant's Name: EMC Research, Inc.

**(Standard Agreement AC No. 34090)
Records Database Contract No.: OC-005684**

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 \$344,000 to \$394,750.
 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 Exhibit A is amended to read as set forth in the attached First Revised Exhibit A, which is incorporated by reference into this Amendment.
 8. ☒ **Compensation – Exhibit B:** The ☒ original Exhibit B is amended to read as set forth in the attached First 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 {{__signer#}}

By {{__signer#}}

Name: Emily Lam
Title: Director of Administration, Policy & Intergovernmental
Relations

Name: Molly O'Shaughnessy
Title: 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.)

By {{__signer#}}

☒ **Approved as to Form:**

Name: Jessica Polsky Sanchez
Title: Secretary

{{__signer#}}

Name: Wesley Klimczak
Title: Sr. Deputy City Attorney

Revised Exhibit A: Scope of Basic Services (Non-Capital Project)

This revised Exhibit A is an attachment to the First 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:

Three new tasks are added to be numbered and to read as follows:

Task No. 6: Background Research, Survey Planning Meeting, and Survey Methodology for Residential SFD and MFD Customer

A. Services:

The Consultant will provide the following services:

1. Review hauler contract requirements for customer service, current performance measures and past research methodologies.
2. Conduct a conference call with City program staff to discuss research needs and structure of survey research.
3. Develop survey methodology and questionnaire for City review.

B. Deliverable: The Consultant will provide the following to the City's Contract Manager: Summary of existing information, In-person or telephone meeting that concludes in agreement on research design and plan, and draft and final sample plan and questionnaire.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- ☒ On or before the following date: September 15th, 2025 for Fiscal Year 2024-2025
- ☐ On or before ____ Business Days from _____.

Task No. 7: Quarterly Surveys with SFD customers and Biennial Surveys with MFD customers

- A. Services:** The Consultant will perform two (2) quarterly surveys with SFD and one (1) biennial survey with MFD customers to assess the level of satisfaction with the City's collection services for garbage, recycling, and yard trimmings for Fiscal Year 2024-25.

The Consultant will provide the following services:

1. Obtain customer contact information – procure lists and do list matching.
2. Based on agreed upon approach and timeline, conduct interviewing and online survey administration.
3. Clean and weigh data, code open-ended responses.
4. Conduct data analysis, produce topline documents. Provide annual averages of SFD and MFD survey results combined and separate.

- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: Regular updates on survey process, survey topline document.

- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- ☐ On or before the following date:
- ☒ On or before 60 Calendar Days from completion of surveys for Quarters 1, 2, and 3. Quarter 4 must be completed by June 30th of that fiscal year.

Task No. 8: Report Preparation and Presentation of Research Findings from Quarterly SFD Surveys and Biennial MFD customers

- A. Services:**

The Consultant will provide the following services:

1. Generate combined survey crosstabulations, prepare summary report of the combined research, including summary of findings, detailed research results, and recommendations.
2. Provide a telephone briefing of quarterly results for combined single- and multi-family surveys including recommendations for improving surveying protocol.

- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: Survey crosstabulations, four (4) copies of the final combined report, and a written report and oral presentation on survey findings.

- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- ☐ On or before the following date:
- ☒ On or before 60 Calendar Days from completion of SFD surveys for Quarters 1 and 2 and Biennial Survey 1 for Fiscal Year 2024-2025 by June 30th of that fiscal year.

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	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$133,750
2	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$97,750
3	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$35,750
4	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$75,750
5	☒ Time & Materials	☐ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$1,000
6	☐ Time & Materials	☒ Fixed Fee	☐ Monthly	☒ Completion of Task(s)	☐ Completion of Work	\$7,500
7	☐ Time & Materials	☒ Fixed Fee	☐ Monthly	☒ Completion of Task(s)	☐ Completion of Work	\$36,250
8	☐ Time & Materials	☒ Fixed Fee	☐ Monthly	☒ Completion of Task(s)	☐ Completion of Work	\$7,000
Part 2 – Reimbursable Expenses						
☒ No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			☐ Expenses are separately reimbursable in accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is:			\$0
Part 3 – Subconsultant Costs						

☒ The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are not separately compensable.	☐ Subconsultant costs are separately compensable in accordance with Subsection 10.6 of the Agreement. The maximum amount of compensation for subconsultant costs is:	\$0
Part 4 – Additional Services		
☒ No money is budgeted for Additional Services, and the Director cannot authorize any Additional Services.	☐ The Director may authorize the Consultant to perform Additional Services up to the following maximum amount:	\$0
Maximum Total Compensation (sum of Parts 1 through 4):		\$394,750

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:

EMC Research, Inc.	
Description	Hourly Rate
Senior Principal	\$196.16
Senior Director	\$112.28
Strategy Associate	\$72.20
Field Associate	\$82.23
Data Associate	\$81.71

Subconsultant: KGS Research

KGS Research	
Description	Hourly Rate
Interviewing	\$36.80