

First

Amendment to Master City of San José Consultant Agreement

(Non-Capital Projects)

Second

Consultants Name: Ascend Analytics, LLC

Third

(Master Agreement AC No. OC-000602)

This Amendment to the Master Agreement is made and entered into this _____ day of _____, 20___. The City and the 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 Master Agreement.
 2. The provisions of this Master 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 \$320,000 to \$2,000,000.
 6. **Agreement Section(s):** Sections 1.2 and 2 are amended to read as set forth in Attachment A of the Amendment. Exhibit E, "Notice of Exercise of Option to Extend Agreement Form", attached hereto, is hereby appended to the Master Agreement.
 7. **Schedule of Rates and Charges – 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.
 8. **Schedule of Specific Services – Exhibit D:** The original First Revised Second Revised Exhibit D is amended to read as set forth in the attached First Second Third Revised Exhibit D, 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

By {{_signer3}}

By {{_signer1}}

Name: Sarah Zarate
Title: Director, City Manager's Office

Name: Gary Dorris
Title: Chief Executive Officer, Ascend Analytics, LLC

Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney.

(The Maximum Total Compensation, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

Approved as to Form:

{{_signer2}}

Name: Brian Kimball
Title: Sr. Deputy City Attorney

First

Attachment A

Second

Agreement Provision Amendment(s)

Third

(Non-Capital Projects)

This Attachment A is an attachment to the First Second Third amendment to Master Agreement.

The Section(s) set forth in the original Master Agreement, or in any previous amendment to the original Master Agreement, is/are amended as follows:

Section 1.2, as set forth in the original Master Agreement, or in any previous amendment to the original Master Agreement, is amended as follows:

1.2 **Exhibits:** This Master Agreement consists of this agreement form, all Approved Service Orders (defined in Subsection 3.2 below), and the following exhibits, which are incorporated herein by reference:

Exhibit A: Approved Service Order Form

Exhibit B: Schedule of Rates and Charges

Exhibit C: Insurance Requirements

Exhibit D: Schedule of Specific Services

Exhibit E: Notice of Exercise of Option to Extend Agreement Form

Section 2, as set forth in the original Master Agreement, or in any previous amendment to the original Master Agreement, is amended as follows:

2. AGREEMENT TERM

2.1 **Initial Term:** The Master Agreement term is from the Contract Date to July 1, 2026 inclusive, unless terminated earlier pursuant to Section 19 below ("Initial Term").

2.2 **Optional Term:** After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Master Agreement for up to three additional one-year terms ("Option Term(s)") up through June 30, 2029.

2.2.1 **Notice:** The City shall provide the Consultant with no less than thirty (30) calendar days' prior written notice of its intention to exercise its option to extend the term of this Master Agreement. See Exhibit E for Notice of Exercise of Option to Extend Agreement Form.

2.2.2 **Appropriation of Funds Contingency:** The City's funding of this Master Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. The Consultant acknowledges that the City, a municipal corporation, is precluded by the California State Constitution and other laws from entering into obligations that financially

bind future governing bodies, and that, therefore, nothing in this Master Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Master Agreement. Accordingly, the parties agree that any Option Term(s) is contingent upon the appropriation of funds by the City. This Master Agreement will terminate immediately if funds necessary to continue the Master Agreement are not appropriated. Despite the foregoing, the City shall pay Consultant for any services performed in accordance with this Master Agreement up to the date of termination.

EXHIBIT E: NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE: DATE:	
CONSULTANT Name: Address: Email:	
DATE OF OPTION:	

(date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section 2.2 of the Master Agreement referenced above, the City of San José ("City") hereby exercises its option to extend the term under the following provisions:

OPTION NO.	
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NEW OPTION TERM

Begin Date:	
End Date:	

MAXIMUM COMPENSATION for New Option Term:	
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For the option term exercised by this Notice, City shall pay the Consultant an amount not to exceed the amount set forth above for the Consultant's services and reimbursable expenses, if any.

CITY OF SAN JOSE a municipal corporation By {{__signer#}} Name: Sarah Zarate Title: Director, Office of the City Manager
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