CONTINUATION AND SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF SAN JOSE
AND
UNIQUE MANAGEMENT SERVICES, INC.
DBA UNIQUE NATIONAL COLLECTIONS

This CONTINUATION AND SECOND AMENDMENT TO AGREEMENT is entered into this ___ day of ____________, 2017, by the CITY OF SAN JOSE, a municipal corporation ("CITY"), and UNIQUE MANAGEMENT SERVICES, INC. dba UNIQUE NATIONAL COLLECTIONS, a Kentucky corporation authorized to do business in California ("CONSULTANT").

RECITALS

WHEREAS, on September 26, 2014, CITY and CONSULTANT entered into an agreement entitled “Agreement for Consultant Services Between the City of San José and Unique Management Services, Inc. dba Unique National Collections” ("AGREEMENT"); and

WHEREAS, on July 23, 2015, CITY and CONSULTANT entered into a Continuation to the AGREEMENT to continue the term for the one-year option period through June 30, 2016, increase the amount of total compensation allowed, and revise the scope of services; and

WHEREAS, on April 22, 2016, CITY and CONSULTANT entered into amendment First Amendment to the continued AGREEMENT to extend the term for an additional year, through June 30, 2017, increase the amount of total compensation allowed, and revise the scope of services;
WHEREAS, the term of the AGREEMENT has expired and CITY and CONSULTANT desire to continue the term for an additional year, through June 30, 2018, and increase the amount of total compensation allowed;

NOW, THEREFORE, the parties agree to continue and amend the AGREEMENT as follows:

SECTION 1. The term of the AGREEMENT, originally July 1, 2014 to June 30, 2015, and extended through June 30, 2017, is continued and retroactive for the period of July 1, 2017 through June 30, 2018.

SECTION 2. SECTION 4, Subsection A, "COMPENSATION" is amended to read as follows:

“The compensation to be paid to CONSULTANT, for payment for professional services shall not exceed THREE HUNDRED FOUR THOUSAND, SEVEN HUNDRED FIFTY-FIVE DOLLARS ($304,755.00) including the cost for the one-year extension period. The rate and schedule of payment is set out in THIRD REVISED EXHIBIT C, entitled "COMPENSATION", which is attached hereto and incorporated herein. The maximum amount of compensation may be increased only by a written amendment duly executed by the parties to this AGREEMENT, subject to appropriation of adequate funding in the sole discretion of the City Council."

SECTION 4. SECOND REVISED EXHIBIT B, "SCHEDULE OF PERFORMANCE" is amended to read as shown in THIRD REVISED EXHIBIT B, attached and incorporated into this Continuation and Second Amendment.

SECTION 5. SECOND REVISED EXHIBIT C, "COMPENSATION" is amended to read as shown in THIRD REVISED EXHIBIT C, attached and incorporated into this Continuation and Second Amendment.
SECTION 6. All of the terms and conditions of the continued and amended
AGREEMENT not specifically modified by this Continuation and Second Amendment
shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

"CITY"

APPROVED AS TO FORM: CITY OF SAN JOSE, a municipal
corporation

__________________________
ARLENE SILVA
Deputy City Attorney

By TONI J. TABER
City Clerk

"CONSULTANT"

UNIQUE MANAGEMENT SERVICES,
INC. dba UNIQUE NATIONAL
COLLECTIONS, a Kentucky corporation
authorized to do business in California

By ___________________________
Name:
Title:
THIRD REVISED EXHIBIT B
SCHEDULE OF PERFORMANCE

Work commenced July 1, 2014. The estimated time for completion is June 30, 2018.
THIRD REVISED EXHIBIT C

COMPENSATION

CITY agrees to continue compensating CONSULTANT at the rate of Eight and 95/100 Dollars ($8.95) per account referred for professional services performed in accordance with the terms and conditions of this AGREEMENT during the term ending June 30, 2018.

The maximum amount of compensation to be paid to CONSULTANT under this Second Amendment AGREEMENT for professional services performed shall not exceed THREE HUNDRED FOUR THOUSAND, SEVEN HUNDRED FIFTY-FIVE DOLLARS ($304,755.00) including the cost for the one-year extension period. Any work performed for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY. There are no reimbursable expenses. The City Librarian shall have the authority to modify the maximum amount of compensation under this AGREEMENT, subject to appropriation of adequate funding in the sole direction of the City Council.

CONSULTANT shall submit to CITY invoices for professional services on a periodic basis as services are performed, which are due and payable upon receipt.