

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this _____ day of November 2025, by and between the CITY OF ALAMEDA, a municipal corporation ("City"), and Cooke & Associates, Inc., a California corporation whose address is 145 Town and Country Drive, Suite 108, Danville, CA 94526 ("Provider"), in reference to the following facts and circumstances:

RECITALS:

A. On May 24, 2022, an agreement was entered into by and between the City and Provider (hereinafter "Agreement") in an amount not to exceed \$74,000 for a total of five years, for Fire Background Investigation Service.

B. The City and Provider desire to increase service needs and expanded hiring efforts, the City and Provider desire to increase the total authorized compensation under the Agreement.

C. Whereas, the City Council authorized the City Manager to execute this Amendment on _____.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 3, COMPENSATION TO PROVIDER, of the Agreement is modified to read as follows:

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Sections 3b.
- b. The total authorized compensation under this is to increase by \$78,410, for a new not-to-exceed total to \$152,410.
- c. Provider may implement an annual rate increase of up to three percent (3%) to account for rising operational costs, including but not limited to insurance, compliance, and labor. Any such rate adjustment shall take effect on the anniversary date of the Agreement or at the beginning of each subsequent calendar year, and Provider shall provide the City with written notice at least thirty (30) days prior to implementation.

2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

COOKE & ASSOCIATES, INC
A California Corporation

DocuSigned by:
By: Harry Arruda 11/13/2025
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Harry Arruda
CEO & CFO

CITY OF ALAMEDA
A Municipal Corporation

By: _____
Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL:

DocuSigned by:
By: Nicholas Luby 11/14/2025
E1798A3FEC794A6...
Nicholas Luby
Fire Chief

APPROVED AS TO FORM:
City Attorney

Signed by:
By: Douglas W. McManaway 1/13/2025
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Douglas W. McManaway
Assistant City Attorney