

DRAFT

THIRD AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this ____ day of ____, 2019, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and All City Management Services, Inc. a (California corporation) whose address is 10440 Pioneer Boulevard, #5, Santa Fe Springs, California, 90670, (hereinafter "Provider"), is made with reference to the following:

RECITALS:

- A. On October 3, 2016, an agreement was entered into by and between City and Provider (hereinafter "Agreement") with compensation not to exceed \$239,015.
- B. On May 16, 2017, an agreement was entered into by and between City and Provider (hereinafter "First Amendment") with compensation not to exceed \$284,486.
- C. On July 31, 2018, an agreement was entered into by and between City and Provider (hereinafter "Second Amendment") with compensation not to exceed \$284,000.
- D. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Paragraph 1 of the Agreement is modified to read as follows:
TERM: The term of this Agreement will commence no later than October 3, 2016 and ends on June 6, 2020.
2. Paragraph 3 of the Agreement is modified to read as follows:
COMPENSATION TO PROVIDER: Provider shall submit to the City an invoice for the total amount of work done the previous period. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B-1 and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance as set forth in Exhibit B-2.

The total compensation for the work under this Amendment is not to exceed **\$315,648.00**. Total compensation for this Agreement is not to exceed \$1,123,149.00.
3. 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.

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

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.

ALL CITY MANAGEMENT SERVICES
A California Corporation

CITY OF ALAMEDA
A Municipal Corporation

Baron Farwell
President and General Manager

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL:

Paul J. Roller
Chief of Police

APPROVED AS TO FORM:
City Attorney

Alan M. Cohen
Assistant City Attorney