

## **FIRST AMENDMENT TO AGREEMENT**

This Amendment of the Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and LANG, HANSEN, O'MALLEY & MILLER, a California general partnership (GP), whose address is 1121 L Street, Suite 100, Sacramento, CA 95814 (the "**Provider**"), in reference to the following:

### **RECITALS:**

A. On May 26, 2020, an agreement was entered into by and between City and Provider (hereinafter "Agreement") with compensation not to exceed **\$71,000**.

B. 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 "TERM" of the Agreement is modified to read as follows:

"The term of this Agreement shall retroactively commence on the 1<sup>st</sup> day of January 2020, and shall terminate on the 30<sup>th</sup> day of September 2020, unless terminated earlier as set forth herein."

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

"The total compensation for the work under this Amendment is not to exceed **\$20,000** for services set forth in Exhibit 2. Total maximum compensation for work under this Agreement shall not exceed **\$91,000**."

3. Exhibit A of the Agreement is hereby revised with the addition of Exhibit 2 attached hereto and incorporated herein by reference.

4. 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.

LANG, HANSEN, O'MALLEY  
& MILLER  
a California general partnership

CITY OF ALAMEDA  
a Municipal Corporation

By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Eric J. Levitt  
City Manager

RECOMMENDED FOR APPROVAL:

By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Debbie Potter  
Community Development Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa Nelson Maxwell  
Assistant City Attorney