

## **FIRST AMENDMENT TO AGREEMENT**

This Amendment of the Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and AKERMAN, LLP, a Limited Liability Corporation whose address is 750 9<sup>th</sup> Street, NW, Ste.750, Washington, DC 20001, (hereinafter "Provider"), is made with reference to the following:

### **RECITALS:**

A. On May 21, 2020, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in an amount not to exceed \$90,000.

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 retroactively commenced on the April 15, 2020 and shall terminate on the 31st day of August 2022, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to two (2) additional years, at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The City Manager may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement.

2. Paragraph 2, SCOPE OF WORK, of the Agreement is modified to read as follows:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A-1 as requested. The Provider acknowledges that the work plan included in Exhibit A-1 is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. Paragraph 3, COMPENSATION TO PROVIDER, is modified to read as follows:

a. By the 7<sup>th</sup> 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 Exhibit A-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 and shall be paid on a Time and Material basis as set forth in Exhibit A-1.

b. Provider shall be compensated for the services performed in accordance with the original contract consistent with the term of the Agreement. Additionally, Provider shall be compensated for the First Amendment, covering services performed retroactively during the period between July 15, 2021 and August 31, 2022, at the hourly rates set forth in Exhibit A-1 of the First Amendment. Compensation for services performed pursuant to the First Amendment shall not exceed \$97,500.

Fiscal Year 2020-21	\$90,000
Fiscal Year 2021-22	\$97,500
Fiscal Year 2022-23	\$90,000
Fiscal Year 2023-24	\$90,000
TOTAL	\$367,500

Total Compensation for this Agreement shall not exceed \$367,500.

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.

Akerman LLP  
a Limited Liability Corporation

CITY OF ALAMEDA  
A Municipal Corporation

By: \_\_\_\_\_  
Richard L. Spees  
Chair  
Government Affairs & Public  
Policy Practice Group

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

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
By: Sarah Henry  
Public Information Officer

APPROVED AS TO FORM:  
City Attorney

By: \_\_\_\_\_  
Elizabeth A. Mackenzie  
Chief Assistant City Attorney

## Proposal to Continue to Represent the City of Alameda

Akerman appreciates the opportunity to continue to represent the City of Alameda for the period of September 1, 2021 and August 31, 2022. As you know, we are in the middle of the Congressional year and the middle of the Fiscal Year 2022 budget process. There are a number of outstanding matters that will require continued attention over the next months.

The agenda items we propose to continue working on includes:

1. **Earmarks.** Alameda currently has four earmarks that are in play in the FY 2022 budget process. The first two are currently part of legislation passed by the House. The first is for \$1.8 million for the Central Avenue Improvement Project. That project is part of the House passed infrastructure bill. The second is for \$1.5 million for the design and construction of the Veteran's Court Seawall project to provide long term flood protection on Bay Farm Island. That project is part of the appropriations bill that funds the Federal Emergency Management Agency.  
The two passed House bills must still be considered by the Senate.  
The other two projects are being pressed forward by the California Senators. The first is for \$500,000 to develop transitional housing for low income residents. Both Senators Padilla and Feinstein are pushing for this. The second is for \$500,000 for water pipe replacement on Alameda Point. Senator Padilla is pushing for this. The Senate Appropriations Committee has not yet marked up their versions of the FY 2022 funding bills.  
We will continue to work with Alameda's delegation to get these earmarks included in the final versions of the bills.
2. **The VA medical facility.** To date, the VA has requested, and the Congress has appropriated, a total of \$266,200,000 for the Alameda medical facility and columbarium. The VA says it will request another \$145,800,000 to complete the funding for the construction of the project in Fiscal Year 2023. It is important to continue to engage with the VA to make sure they do, in fact, make this request. Also we will continue to ask the agency to have regular briefings on the progress of the project.
3. **Fruitvale Bridge.** The City wants to tear down the abandoned Fruitvale bridge. Unfortunately there is federal legislation in place that expressly prohibits the destruction of the bridge. It is essential that the provision in law is repealed. In addition, we are working with the City to get a study done by the US Army Corps of Engineers to determine the cost of the destruction. Once we know the cost, we will work with the City and the US Army Corps to obtain the funding for the project.
4. **Federal Funding.** We will work with the City on all the FY 2022 appropriations bills to maximize the amount of federal dollars going to the City through the agency formula and discretionary programs.
5. **Letters of support.** We will continue to obtain Congressional letters of support for the City's grant requests, if requested.
6. **MARAD.** We will continue to work with the City, MARAD and the Congressional delegation to maintain the most number of MARAD ships docked at Alameda.

**Fees**

The fees for Akerman's services shall be \$7500 a month or \$90,000 per year.