

FIRST AMENDMENT TO THE AGREEMENT
FOR CONSULTATION AND OTHER SERVICES

***12**

This Amendment is entered into this ___ day of _____, 2010, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City") and CalRecovery, Inc. (hereafter referred to as "Consultant").

RECITALS

WHEREAS, the parties entered into a Consulting Services Agreement on April 14, 2009; and

WHEREAS, the parties desire to amend the Agreement to allow the Consultant to perform additional work.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. Section 2, entitled "Compensation" is amended to add \$15,000. Section 2 is further amended by changing the following at the beginning of the Section:

City agrees to pay Consultant a guaranteed maximum price not to exceed \$25,000 for all services to be performed and reimbursable costs incurred under this Agreement.
2. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated April 14, 2009, between Consultant and City. The Consultant shall provide City with renewal certificates of the current policies upon the expiration of the current policy.
3. All other provisions of the Agreement shall remain in full force and effect.

CITY OF MILPITAS

CONSULTANT

Thomas C. Williams, City Manager

George Savage, Executive Vice President

APPROVED AS TO CONTENT

Greg Armendariz,
City Engineer / Public Works Director

APPROVED AS TO FORM

Michael J. Ogaz, City Attorney

APPROVED

Emma Karlen, Finance Director/Risk Manager

ATTEST

Mary Lavelle, City Clerk