

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 5th day of April, 2010, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and Rips Consulting, Inc., a California corporation, whose address is 44109 Yucca Drive, Indian Wells, CA 92210, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. On January 4, 2010, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").

B. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Paragraph 3 of the Agreement is modified to read as follows:

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference, but not to exceed \$51,000. Payment shall be made by checks drawn on the treasury of the City, to be taken from the General Fund. Any additional hours of work performed beyond 48 hours per month must be authorized by the Interim City Manager or designee.

2. Exhibit B is hereby deleted in its entirety and replaced with Exhibit B attached hereto, which is incorporated into the agreement by this reference.

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

RIPS CONSULTING, INC.
A California Corporation

By [Signature]
Title President

CITY OF ALAMEDA
A Municipal Corporation

By [Signature]
Title Interim Manager

RECOMMENDED FOR APPROVAL:

By [Signature]
Title

APPROVED AS TO FORM:
City Attorney

By [Signature]
Title Assistant City Attorney
ATTEST: [If Mayor Signs]

City Clerk

Exhibit B

As such, to optimize benefit to the City of Alameda, Rips Consulting, Inc. proposes a retainer of \$6,000 per month, based on an hourly fee of \$125/hour, which ensures a minimum of 48 hours per month. Hours required to accommodate additional work authorized by the Interim City Manager or designee will be billed at the rate of \$115 per hour, not to exceed \$6,500 per month, with the exception of March and April 2010, which shall not exceed an average of \$12,500. All travel-related expenses, including transportation, mileage, hotel accommodations, car rentals, etc., will be billed at cost. All invoices are due within 60 days.

A one to two-page report will accompany monthly invoices detailing work performed during that billing cycle, coded by project. A regular progress report to the City Council, staff and community will also be provided if requested or approved by the Interim City Manager or designee.