CITY OF RICHMOND
CONTRACT AMENDMENT

Department:	**Project Manager:**
Project Manager E-mail:	**Project Manager Phone No:**
P.R. No:　　　　　**Vendor No:**	**P.O./Contract No:**
Description of Services:	

Amendment No. ___ modifies the: (2ⁿᵈ or subsequent amendments attach Amendment History page)
☐ **Term, Payment Limit and Service Plan**　　☐ **Payment Limit and Service Plan**
☐ **Term and Service Plan**　　　　　　　　　☐ **Service Plan**

The parties to this Contract Amendment do mutually agree and promise as follows:

1.　　　Parties. The parties to this Contract Amendment are the City of Richmond,

California, a municipal corporation (City), and the following named Contractor:

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person: _____

Telephone: _____　　Email: _____

Business License No: _____　／ Expiration Date: _____

A California [   ] corporation, [   ] limited liability corporation [   ] general partnership, [   ]
limited partnership, [   ] individual, [   ] non-profit corporation,
[   ] individual dba as [specify:]　　_____
[   ] other [specify:]

2.　　　Purpose. This Contract Amendment is being entered into to amend the Contract

between City and Contractor which was approved by the City Council of the City of Richmond or

executed by the City Manager on _____ , which **original** term commenced

on _____ and terminates _____ with an **original**

contract payment limit of $ _____ . Said contract shall hereinafter be referred

to as the "Original Contract" and is incorporated herein by reference.

3.　　　Original Contract Provisions. The parties hereto agree to continue to abide by

those terms and conditions of the Original Contract, and any amendments thereto, which are

unaffected by this Contract Amendment.

4.   Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5.   City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6.   Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7.   Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

By _____

Title:

I hereby certify that the Original Contract
and this Amendment have been approved
by the City Council or executed by the City
Manager.

By _____
   City Clerk

Approved as to form:

By_____
City Attorney

List of Attachments:
1. Amendment Provisions
2. Updated Insurance Certificates

CONTRACTOR:

_____

(*The Corporation Chairperson of the Board, President or
Vice-President should sign on the line below.)

By_____

Title:_____

(*The Corporation Chief Financial Officer, Secretary or
Assistant Secretary should sign on the line below.)

By:_____

Title:_____

(NOTE: Pursuant to California Corporations
Code Section 313, if Contractor is a
corporation or nonprofit organization, this
Contract (1) should be signed by the
Chairperson of the Board, President or
Vice-President <u>and</u> the Chief Financial
Officer, Secretary or Assistant Secretary; (2)
should have both signatures conform to
designated representative groups pursuant
to Corporations Code Section 313.

Contract Amendment/EJ/TE 09-26-07

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

1.   Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is

_____
(Insert original contract commencement date)

and it terminates

_____.
(Insert new contract termination date)

unless sooner terminated as provided herein."

2.   Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by $_____. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed $_____ including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed $10,000 or without the prior approval of the City Council if the total Contract amount is over $10,000."

3.   The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on_____for one or more of the following provisions (check those that apply):

☐ Increased contract payment limit by $ _____for a payment limit not to exceed $ _____.
☐ Term Amendment (insert new termination date):_____
☐ Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on_____ for one or more of the following provisions (check those that apply):

☐ Increased contract payment limit by $ _____for a payment limit not to exceed $ _____.
☐ Term Amendment (insert new termination date):_____
☐ Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on_____for one or more of the following provisions (check those that apply):

☐ Increased contract payment limit by $ _____for a payment limit not to exceed $ _____.
☐ Term Amendment (insert new termination date):_____
☐ Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on_____for one or more of the following provisions (check those that apply):

☐ Increased contract payment limit by $ _____for a payment limit not to exceed $ _____.
☐ Term Amendment (insert new termination date):_____
☐ Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on_____for one or more of the following provisions (check those that apply):

☐ Increased contract payment limit by $ _____for a payment limit not to exceed $ _____.
☐ Term Amendment (insert new termination date):_____
☐ Service Plan

EXHIBIT A-1

CITY OF RICHMOND
<u>Sanctuary City Compliance Statement</u>

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

      a.   "Data Broker" means either of the following:

          i.   The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;

          ii.   The aggregation of data that was collected for another purpose from that for which it is ultimately used.

      b.   "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a $1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20__, at _____, California.

Printed Name: _____ **Title:** _____

    Signed: _____ **Date:** _____

Business Entity: _____