

**CITY OF RICHMOND
CONTRACT AMENDMENT**

Department: Police	Project Manager: Sgt. F. Rivera
Project Manager E-mail: frivera@richmondpd.net	Project Manager Phone No: (510) 620-6663
P.R. No:	Vendor No: 5897
P.O./Contract No: 5854	
Description of Services: Shooting facility for police training and practice - including new hire qualifications and ongoing special teams trainings.	
Amendment No. 1 modifies the: (2nd or subsequent amendments attach Amendment History page)	
<input type="checkbox"/> Term, Payment Limit and Service Plan	<input checked="" type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> 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:

Richmond Rod & Gun Club

Company Name:

Street Address: 3155 GOODRICK AVE.

City, State, Zip Code: Richmond, CA 94801

Contact Person: Edward Tung

Telephone: (510) 621-3120

Email: RRGCGM@GMAIL.COM

Business License No: 4000-0506 / Expiration Date: December 31, 2023

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 October 5, 2021, which **original** term commenced on July 1, 2021 and terminates June 30, 2024 with an **original** contract payment limit of **\$35,000.00**. 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

DocuSigned by:
By Eduardo Martinez
086G427628CC481...

Title: Mayor

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

DocuSigned by:
By Pamela Christian
C6643BFE4A43406
City Clerk

Approved as to form:

DocuSigned by:
By [Signature]
0F098C1E4C50485...
City Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

CONTRACTOR:
Richmond Rod & Gun Club

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

DocuSigned by:
By Edward Jung
7BEFCC080798466...

Title: Treasurer

(*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 and 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 between the City of Richmond and
Richmond Rod & Gun Club

Amendment No.

1

P.O./Contract No.

5854

AMENDMENT PROVISIONS (PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by **\$40,000.00**. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract Amendment shall not exceed **\$75,000.00** 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."

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

This contract amendment is hereby removing the insurance requirements listed on the Original Executed Contract as Exhibit F, Insurance Provisions, and replacing with Exhibit A-1, Insurance Provisions, attached to this Contract Amendment No. 1.

**For the Contract between the City of
Richmond and**
Richmond Rod & Gun Club

EXHIBIT A-1

INSURANCE PROVISIONS

1. Insurance Requirements – During the Term of this Contract, the City's Insurance Requirements are hereby waived.
2. Waiver of Liability – As a condition of this Contract, the Contractor, its officers, agents and employees, hereby waive any and all rights to seek recovery for loss or damages of any kind against the City of Richmond, its officers, agents, and employees arising out of the goods or services provided under this Contract. This waiver of liability shall survive the expiration or termination of this Contract.