

AMENDMENT NO. 1
TO AGREEMENT FOR THE PROFESSIONAL SERVICES WITH KLIMT
CONSULTING LLC TO CONDUCT PLANNING, LAND USE, ZONING AND
SUPPLEMENTAL STAFFING SUPPORT SERVICES RELATED TO
COMMERCIAL CANNABIS PERMITS

This Amendment No. 1 ("Amendment") to the Agreement for Professional Services to conduct planning, land use, zoning and supplemental staffing support services related to commercial cannabis permits by and between the City of Commerce ("City") and Klimt Consulting LLC ("Consultant") shall be effective September 3, 2019.

WHEREAS, the City and Consultant executed that certain Agreement for the Professional Services for the supplemental staffing support services related to the Commercial Cannabis Permits on December 4, 2018; and

WHEREAS, City and Consultant intend to amend the Agreement as set forth in this Amendment No. 1.

NOW, THEREFORE, the parties agree as follows:

1. SECTION 2 of the Agreement is amended in its entirety to read as follows:

SECTION 2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the Fee Schedule attached to the original Agreement as Exhibit B (the "Contract Price"). Consultant's total compensation during the term of this Agreement shall not exceed \$195,000 (hereinafter the "Not-to-Exceed Sum"), unless such added expenditures is first approved by the City Council acting in consultation with the City Manager. Any such increase in the budgeted aggregate sum must be memorialized in an amendment to this Agreement setting forth the terms of the increase. In the event that the Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the term or any single extension term, the City may suspend the Consultant's performance pending City approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City-approved amendment to the fees and payment terms of this Agreement. Except as otherwise expressly stated in this Agreement, the City will not pay the Consultant any additional fees, reimbursements or expenses for labor and general business expenses (including travel, meals and overhead expenses) for the Services and other obligations of the Consultant hereunder.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Amendment No. 1 as of the date written below.

CITY:

CONSULTANT:

CITY OF COMMERCE

KLIMT CONSULTING, LLC

By _____
Mayor
John Soria

By _____
Renea Ferrell,
President

ATTEST:

By: _____
Lena Shumway
City Clerk

APPROVED AS TO THE FORM

By: _____
Noel Tapia
City Attorney