SUPPLEMENTAL AGREEMENT

Student Assistance Program (3121): **Date: 05/22/06**
Purchase Order #: **Supplemental Agreement No.: 5**

The City of Sacramento ("City") and Community College Foundation ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number CM2003-1087, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

   The Consultant shall continue to perform the services described in Exhibit A as stated in the original Agreement. This Supplemental Agreement increases the amount of the original contract by $100,000 to compensate the contractor for increased hours of a student position with the Development Services Department.

   Time of Performance: Time of Performance for said agreement shall be extended to June, 30, 2008.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Consultant's fees and expenses, is **increased** by $100,000.00, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	$25,000.00
Net change by previous supplemental agreements:	$68,000.00
Not-to-exceed amount prior to this supplemental agreement:	$93,000.00
Increase/decrease by this supplemental agreement:	$100,000.00
New not-to exceed amount including all supplemental agreements:	$193,000.00

3. Consultant agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.

4. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Project Manager

Approved By:

Consultant

Approved By:

City of Sacramento
Ray Kerridge, City Manager

Approved As To Form By:

City Attorney

Attested To By:

City Clerk

(Rev 2-26-97)