

**CITY MANAGER Agreement No. 2006-090
SUPPLEMENTAL AGREEMENT No. 1**

Project Title:
Date: 11/17/06
CIP Number: MA 66

Supplemental Agreement No:1

The City of Sacramento ("City") and **Gary Dinnen** ("Consultant"), as parties to that certain Consultant and professional Services Agreement Number **2006-090**, 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 Attachment 1 of Exhibit B of the Agreement is amended as follows:
Consultant shall render services for the Sacramento Metropolitan Arts Commission between January 1, 2006 and ~~December 31, 2006~~, and *December 31, 2007*.
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 Artist's fees and expenses, is **increased** by **\$25,000**, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$25,000
Net change by previous supplemental agreements:	0
Not-to-exceed amount prior to this supplemental agreement:	\$25,000
Increase by this supplemental agreement:	\$25,000
New not-to exceed amount including all supplemental agreements:	\$50,000

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. Reimbursable expenses approved by the Sacramento Metropolitan Arts Commission not to exceed \$5,000.
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. The term of the agreement is renewable for one more year through December 31, 2008.

Approval Recommended By:

City of Sacramento
a Municipal Corporation

Agreed:

RAY KERRIDGE, City Manager

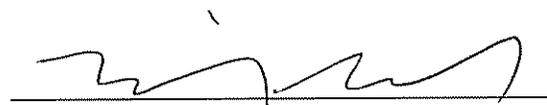
RKM



Consultant Gary Dinnen
BOT#: 124831

Approved As To Form By:

Attested To By:



City Attorney

City Clerk