

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES CONTRACT

THIS AMENDMENT is made and entered into effective as of the 12th day of December, 2017 (“Effective Date”), by and between the **CITY OF TACOMA**, a Washington state municipal corporation (hereinafter called the “CITY”) and **SUMMIT LAW GROUP**, a Washington State Professional Limited Liability Company (hereinafter called the “CONTRACTOR”).

WHEREAS, effective August 15, 2013 CITY and CONTRACTOR entered into a Professional Services Contract (the “Contract”) for CONTRACTOR to serve as Chief Negotiator, partnering with the City’s Management Team and Human Resources Director and staff, to bargain and complete contract negotiations or mediation related to the Joint Labor contract, in the amount of \$50,000 with a termination date of August 1, 2014; and

WHEREAS, effective December 23, 2013 due to the City’s continuing need for the bargaining and negotiating services provided by CONTRACTOR the Parties entered into Amendment No. 1 to the Contract for the purpose of increasing the total price thereof by the sum of \$150,000 for a new not to exceed amount of \$200,000 and to extend the termination date to February 1, 2015; and

WHEREAS, effective February 1, 2015, due to CITY’s ongoing need for the services under the Contract and the need for additional bargaining and negotiating services CITY and CONTRACTOR entered into Amendment No. 2 to the Contract for the purposes of supplementing the Scope of Work to include services and deliverables relating to serving as Labor Negotiator for CITY, and to correspondingly increase the compensation under the Contract by \$200,000 for a new not to exceed amount of \$400,000, paid at an hourly rate of \$310 per hour, and to extend the Contract end date to December 31, 2018; and

WHEREAS, effective August 1, 2016, due to CITY’s ongoing need for the services under the Contract and the need for additional bargaining and negotiating services CITY and CONTRACTOR entered into Amendment No. 3 to the Contract for the purposes of supplementing the Scope of Work to include services and deliverables relating to serving as Labor Negotiator for CITY, and to correspondingly increase the compensation under the Contract by \$300,000 for a new not to exceed amount of \$700,000, and to extend the Contract end date to December 31, 2018; and

WHEREAS, in recognition of the volume of services CITY requires under the remaining term of Contract the Parties wish to enter into Amendment No. 4 to the Contract for the purposes of increasing the compensation by \$125,000 for a new not to exceed amount of \$825,000.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 3.B of the Contract is amended and replaced as follows:
 - A. The total price to be paid by CITY for CONTRACTOR’S full and complete performance of the Scope of Work hereunder shall not exceed \$825,000 without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR’S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

EXCEPT AS EXPRESSLY MODIFIED HEREBY, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date first written above.

CITY OF TACOMA

SUMMIT LAW GROUP

Elizabeth A. Pauli, City Manager

Authorized Representative

Print Name:

Andrew Cherullo, Finance Director

Approved as to Form:

Title: _____

Tax ID.: _____

William C. Fosbre, City Attorney

Attest:

Doris Sorum, City Clerk