

Amendment No. 1 to the Agreement  
Between the City of Oakland  
And  
Carlos Hickerson

**This Amendment No. 1 dated 20 May 2016 amends the original agreement dated 22 October 2015, by and between the CITY OF OAKLAND, a municipal corporation (hereinafter “City”), and Carlos Hickerson (hereinafter “Contractor”) to increase compensation.**

The original agreement is amended as follows:

**1. Time for Performance**

The time for performance of the contract work remains will extend beyond original contract to 31 Dec 2016.

**2. Scope of Services**

Contractor agrees to provide or continue to provide services required in the original contract described in the original **Scope of Services, Schedule A.**

**3. Compensation**

Contractor will be paid for performance of the scope of services required under this **Amendment** an amount that will be based upon actual costs but that will be “Capped” so as not to exceed **\$6,000.00** for services provided under this Amendment No 1, for a total contract amount over the entire contract period of **\$13,200.00**.

**4. Living Wage Adjustments**

Effective July 1, 2015, the minimum compensation for Contractor’s employees who perform services under or related to this amendment is the hourly wage rate of **twelve dollars and fifty-three cents (\$12.53)** with health benefits or **fourteen dollars and forty cents (\$14.40)** without health benefits. Effective July 1, 2016, the hourly wage rate will be **\$12.93 with health benefits or \$14.86 without health benefits.**

**5. Minimum Wage – This agreement is subject to the new “Minimum Wage” law.**

Oakland employers are subject to Oakland’s Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their

services. For further information, please go to the following website:  
<http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK051451>

**6. Prompt Payment Ordinance**

This amendment is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S., Passed January 15, 2008 and effective February 1, 2008), establishing a policy requiring payment within 20 business days after receipt of an invoice for purchase of goods and/or services.

**7. Arizona and Arizona-Based Businesses**

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

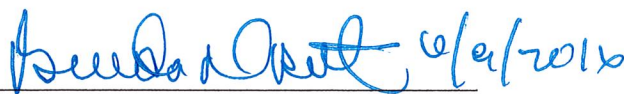
Contractor acknowledges its duty to notify the Department of Contracting and Purchasing, Purchasing Division if its Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

**8. Dispute Disclosure**

Contractors are required to disclose pending disputes with the City of Oakland or Redevelopment Agency when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

All other terms and conditions of the original agreement, except for those modified by this Amendment No. 1, shall remain unchanged and in full force and effect.

**City of Oakland**  
**A municipal corporation**

  
Brenda D. Roberts (Date)  
City Auditor

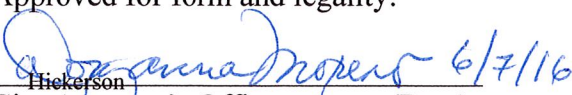
**Contractor**

  
Signature (Date)

**Carlos Hickerson**  
Print Name

**Independent Contractor**  
Title

Approved for form and legality:

  
Diana Hickerson (Date)  
City Attorney's Office