

**AMENDMENT NO. #1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CATALYST COMMERCIAL, INC**

**PROJECT NAME: REVITALIZATION STRATEGY, ELM AND NEW ORLEANS
PROJECT NO. #181714**

THIS **AMENDMENT NO. #1**, made and entered into this 21st day of January 2020, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Catalyst Commercial, Inc, hereinafter referred to as "Consultant";

WITNESSETH:

WHEREAS, CITY and Consultant entered into an Agreement dated February 20, 2018 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to assist the City in revitalization strategy of the Elm/101 Commercial shopping centers and adjacent properties.

WHEREAS, CITY and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include additional travel and all direct cost associated with the project, which was to assist in the revitalization strategy of the Elm/101 commercial shopping centers and adjacent properties.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. #1 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, CONSULTANT is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. PROJECT SCOPE.

This Amendment requires Consultant to assist in the revitalization strategy of the Elm/101 commercial shopping centers and adjacent properties.

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, CITY shall pay Consultant in accordance with the terms as a change in the contract amount;

Original Contract Amount executed February 20, 2018

\$75,538.00

Amendment No. 1

\$

7,432.73

Revised Total Contract Amount

\$82,970.73

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 will not change project schedule.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. #1 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____

Michael L. Spurgeon,
City Manager

Date: _____

CONSULTANT:

Catalyst Commercial, Inc

By: _____

Jason Claunch

Date: _____

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

City Clerk [Seal]

Attest: _____

Date: _____

Date: _____

Approved as to form:

Assistant City Attorney

VERIFICATION

State of _____)
County of _____) §

Before me, a Notary Public, on this _____ day of _____, 2020 personally appeared _____, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Catalyst Commercial, Inc and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public