sample Amendment -Sample language to amend /replace Exhibits or attachments

section to allow the City of Madison to make unilateral and substantive changes in the description of basic services and responsibilities of each party under the Agreement.

<u>Procedure</u>: The City of Madison shall notify each current agency, in writing, using the Notice procedures under Section IX., when a new agency will be added. Such notification shall be sent prior to the new agency "going live" in the RMS system. The notification shall include the expected date that the new agency will go live, copies of revised Exhibits, Appendix I, and any other necessary revisions, and instructions for replacing the revised documents.

A new agency, prior to being added, shall agree to be bound by the terms of the existing Agreement (as amended herein, or in the future, and including any additions of other agencies), shall become a Party to the Agreement and shall indicate such agreement in writing by signature(s) of authorized official(s) of that municipality prior to any work or services being performed.

- 4. Tables 3, 4 and 5 of **Exhibit B** shall be replaced with the attached Revised Tables 3, 4 and 5 ("September 2006 Revisions"), and **Appendix 1** is replaced with the Revised Appendix 1 (copies attached.)
- 5. All other provisions of the original Agreement shall remain unchanged and in full force and effect.
- 6. This Amendment may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original document.

IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents, have caused this Amendment #1 to be executed.

CITY OF MADISON, WISCONSIN a municipal corporation

| | By: David J. Cieslewicz, Mayor |
|--|---|
| | Date: |
| | By: Maribeth Witzel-Behl, City Clerk |
| | Date: |
| | Approved as to Form: |
| Dean Brasser, Comptroller, City of Madison | Michael P. May, City Attorney, City of Madison. |
| Date: | Date: |