AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT, dated for purposes of identification only this _____ day of __________, 2008, is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation, hereinafter referred to as "ANAHEIM,"

A

N

D

DONAHUE, HAWRAN & MALM, LLC., formerly known as Donahue & Company, Inc., hereinafter referred to as "APPRAISER."

WITNESSETH:

WHEREAS, the parties have previously entered into a written agreement dated April 20, 2004 (hereinafter, the "Agreement") to provide appraisal services for various Capital Improvement projects in the City of Anaheim; and

WHEREAS, the parties desire to amend the Agreement to reflect APPRAISER’s new name and address and to provide a new Exhibit “B” setting forth APPRAISER’s new Rate Schedule effective February, 2008.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Effective April 1, 2008, APPRAISER has changed its name from Donahue & Company, Inc., to Donahue, Hawran & Malm, LLC. This Agreement is hereby amended to reflect APPRAISER’s new name.

2. The Agreement is hereby amended by substituting in place and stead of Exhibit “A”, a new exhibit entitled “Donahue, Hawran & Malm, LLC Rate Schedule” as Exhibit “B”, increasing the rate of compensation.

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2. Article 11 of the Agreement is hereby amended as follows to reflect APPRAISER’s new address:

   “Donahue, Hawran & Malm, LLC
   901 Dove Street, Suite 190
   Newport Beach, CA 92660
   Phone: (949) 477-4977
   Facsimile: (949) 477-4976.”

3. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

4. APPRAISER and APPRAISER’s signators represent that the signators hold the positions set forth below their signatures and that the signators are authorized to execute this First Amendment to Agreement on behalf of APPRAISER and to bind APPRAISER hereto.

5. The effective date of this First Amendment to Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signators hereto. In the event APPRAISER fails to set forth a date of execution opposite the name(s) of APPRAISER’s signator(s), APPRAISER hereby authorizes ANAHEIM, by and through its representative, to insert the date of execution by APPRAISER’s signator(s) as the date said First Amendment to Agreement, as executed by APPRAISER, is received by ANAHEIM.

   IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Agreement to be executed on the dates hereinafter respectively set forth.
CITY OF ANAHEIM,
a municipal corporation

By ______________________
Mayor

ATTEST:

___________________________
City Clerk
"ANAHEIM"

DONAHUE, HAWRAN & MALM, LLC.,
formerly known as Donahue & Company, Inc.

By ______________________
Printed Name Sydney H. Hawran
Title LLC "Member"

"APPRaiser"

APPROVED AS TO FORM:

JACK L. WHITE, CITY ATTORNEY

By ______________________
Bryn M. Morley
Deputy City Attorney

Date 5/22/08
EXHIBIT "B"

DONAHUE HAWRAN & MALM, LLC
RATE SCHEDULE
Effective February, 2008

Due to the diversity of assignments undertaken by our firm, all bids are project-specific. Large projects or those of extended duration may benefit from economies of scale. Where required, appraisal assignments are proposed as lump sum rather than at hourly rates.

In complex matters, or when litigation support is necessary, Donahue Hawran & Malm utilizes a Two-Tier hourly rate schedule, with each tier defined as follows:

**Tier A Hours:** This category applies to time spent in a) initial appraisal investigation and subsequent report preparation, b) attorney/client conferences, and c) pretrial preparation including trial notebook, statements of valuation and court exhibit preparation.

**Tier B Hours:** Hours spent in either a) deposition, b) arbitration and/or c) actual trial testimony, including standby, are billable under Tier B rates.

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<th>Rate</th>
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<tr>
<td>John C. Donahue, MAI</td>
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<td>Sydney H. Hawran, MAI</td>
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<td>James C. Malm</td>
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<td>Research Personnel</td>
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<td>S450/hr.</td>
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In addition to hourly billings, expenditures incurred for sub-consultants, trial exhibits, messenger services, aerial photographs, etc. will be passed through to the client, with invoice copies attached to the monthly statements.

Unless otherwise stated, payment terms are net thirty (30) days. Any past due balance is subject to a finance charge, computed at the periodic rate of 1.25 percent per month, equal to an annual percentage rate of 15 percent per annum. In addition to invoices rendered and interest thereon, the client agrees to pay all legal expenses and costs incurred by Donahue Hawran & Malm, LLC in the collection of any delinquent accounts.