

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002062
WITH JONES LANG LASALLE AMERICAS, INC. FOR REAL ESTATE BROKERAGE
SERVICES**

This First Amendment to Agreement number F002062, dated November 7, 2019, ("Agreement") is made as of _____, by and between the City of Santa Rosa, a municipal corporation ("City"), and Jones Lang LaSalle Americas, inc. (JLL), a Maryland Corporation ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide a wide range of real estate consulting and brokerage services on an as needed basis. This Scope of services includes, but is not limited to real estate acquisition and sale appraisal, market analysis, marketing, economic analysis and ENA and DDA negotiation and advisory services
- B. City and Consultant now desire to amend the Agreement for the purpose of increasing the compensation to a not to exceed amount of \$199,000 and extend the time of performance to December 31, 2024.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$100,000 to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of one hundred ninety nine thousand dollars and no cents (\$199,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from various Charge Numbers."

2. Section 12. Time of Performance

The last sentence of Section 12 is amended to read as follows:

"Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 31, 2024."

3. Counterparts and Electronic Signatures

Section 20 (Counterparts and Electronic Signatures) is added to the Agreement after Section 19 (Authority; Signatures Required for Corporations) as follows:

Section 20. Counterparts and Electronic Signatures:

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Contractor wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature.

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:

Jones Lang La Salle Americas Inc.

CITY OF SANTA ROSA

a Municipal Corporation

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor

☐ Partnership

☒ Corporation

☐ Limited Liability Company

☐ Other (please specify: _____)

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: Bob Hunt

Print Name: Bob Hunt

Title: Managing Director

By: Kevin Phelps

Print Name: Kevin Phelps

Title: Assistant Secretary

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Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert.

No. _____