

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002930
WITH MINASIAN LAW, LLP**

This First Amendment to Agreement number F002930, effective September 30, 2024, ("Agreement") is made as of this _____ day of _____, 2025, by and between the City of Santa Rosa, a municipal corporation ("City"), and Minasian Law, LLP ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide legal services, guidance and advice commensurate with that of the internal position of Assistant City Attorney assigned to support the City of Santa Rosa Water Department and the Board of Public Utilities.
- B. City and Consultant now desire to amend the Agreement for the purpose of increasing compensation under the Agreement.

AMENDMENT

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

1. Section 1. Scope of Services

Exhibit A to the Agreement is supplemented by Exhibit A-1 to this Amendment.

2. 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 two hundred thousand dollars (\$200,000). The City's Chief Financial Officer is authorized to pay all proper claims from various charge numbers."

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

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: MINASIAN LAW, LLP

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

Print Name: _____

Title: _____

____ Individual/Sole Proprietor
____ Partnership
____ Corporation
____ Limited Liability Company
 X Other (please specify: Limited Liability Partnership)

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____

Office of the City Attorney

Print Name: Dustin Cooper

ATTEST:

Title: Managing Partner

Attachment: Exhibit A-1 – Scope of Services

Exhibit A-1

Scope of Services

Legal Counsel - Scope of Services

Consultant will provide legal services, guidance and advice commensurate with that of the internal position of Assistant City Attorney assigned to support the City of Santa Rosa Water Department and the Board of Public Utilities, including, but not limited to, the following specific projects as directed by the Director of Water, the City Attorney or their respective designees:

- Board of Public Utilities Support - Attend all meetings of the Board of Public Utilities (generally meets 1st and 3rd Thursday of the month) and Board of Public Utilities preparation meetings; attend other Board of Public Utilities related meetings as requested; legal review of Board of Public Utilities agenda packets, including staff reports, resolutions, policies and ordinances.
- Potter Valley Project - Attend meetings and discussions related to City's Common Interest Agreement or any successor agreements regarding the Potter Valley Project; provide general guidance to Water Department staff and policymakers regarding the license expiration and decommissioning.
- National Pollutant Discharge Elimination System (NPDES) Storm water Permit Support - Provide legal review of City Council agenda packets; attend meetings as requested; interface with outside counsel employed by the City to assist with the NPDES Permit; and provide legal review of documents related to the NPDES Permit and implementation and renewal to the extent requested.
- UV Project – Provide as requested advice, review and guidance to the City Attorney staff regarding bid analysis, contract development and contract award, and contract and construction management for the Laguna Treatment Plant Disinfection Improvements Project. Requests for assistance will be communicated by, or at the direction of, the Assistant City Attorney working with the Project Team on the Laguna Treatment Plant Disinfection Improvement Project. Prior to each stage of the Project (e.g. review of bids, contract development, contract award), the Assistant City Attorney will contact Consultant's representative to discuss anticipated tasks and timing.
- Water Department specific contracts - Provide review, advice and City Attorney's Office approval as to form, for Water Department specific contracts to include recycled water use agreements, agreements pertaining to the land application of biosolids, agricultural leases and real property acquisition agreements for property to be utilized for Water Department purposes, which also may include legal guidance on due diligence and title issues.
Consultant will provide legal advice on Water Department matters to Water Department staff as requested and general municipal legal advice to the Water Department as requested; shall meet with the Water Director routinely (typically not less than weekly) regarding legal advice requested and work provided; Consultant will regularly check in with the City Attorney and provide updates to the City Attorney on larger projects and matters that may appear before the City Council; Consultant may be requested to attend City Attorney staff meetings regarding work

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provided for the Water Department; If requested by the City Attorney on any specific matters related to anticipated or pending litigation involving the enterprise, Consultant will supervise and report on the activities of outside counsel employed by the City specifically for Water Department assistance.

Unless otherwise requested, consultant will be expected to participate virtually at Board of Public Utilities public meetings. Consultant and the City acknowledge and agree that availability and continuity of representation is an important component of this Agreement, and that the designated Interim Assistant City Attorney shall strive to provide services similar to those of in-house counsel by making the City his or her top priority and will generally attend meetings as requested and generally be available for staff consultation unless on vacation or otherwise unavailable for good cause. The City will be provided reasonable notice of the designated Interim Assistant City Attorney's vacations.

It is agreed that Dustin Cooper (Lead Counsel), will be the primary point of contact and lead attorney for Consultant in providing the described services. The Lead Counsel may direct specific work assignments to other attorneys within the Consultant firm as Lead Attorney deems necessary and appropriate.

Legal services will not include matters in which Consultant has a conflict of interest that precludes them from representing the City, members of the City Council or Board of Public Utilities, officers or employees of City. If Consultant has a conflict of interest, or lacks expertise to handle a particular assignment, Consultant will consult with the City Attorney, and may at the City Attorney's request, provide the City with a recommendation to hire outside counsel as appropriate.

At the request of the City in writing, Consultant will provide advocacy services associated with the Association of California Water Agency's (ACWA) State Legislative Committee and Legal Affairs Committee. For services provided by Consultant that benefit multiple clients, including services related to ACWA's committees, Consultant will prorate fees amongst benefitted clients.