

**FIRST AMENDMENT  
TO LEGAL SERVICES AGREEMENT  
WITH MEYERS NAVE**

This First Amendment to the agreement for Engagement of Legal Services dated January 13, 2020, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Santa Rosa, a municipal corporation ("City"), and Meyers Nave, A Professional Corporation ("Consultant").

**RECITALS**

- A. City and Consultant entered into the Agreement for Consultant to provide legal services in connection with a matter involving Bay Cities Paving and Grading and GHD on the Stony Point Widening Project ("Stony Point Road Dispute"), now formally known as *Bay Cities Paving & Grading, Inc. v. City of Santa Rosa, et al.*, Sonoma County Superior Court Case No. SCV-265333.
- B. On January 26, 2021, Meyers, Nave, Riback, Silver & Wilson, a Professional Corporation amended their Articles of Incorporation and are now formally named Meyers Nave, a Professional Corporation.
- C. City and Consultant now desire to amend the Agreement for the purpose of increasing compensation for continued legal services.

**AMENDMENT**

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

1. Section 2. Fees and Personnel

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$200,000 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 Three Hundred Thousand Dollars and no cents (\$300,000). The City's Chief Financial Officer is authorized to pay all proper claims from various charge numbers.

2. Section 20. 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

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means have the same force and effect as the use of a manual signature. Both City and Consultant 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:**

Name of Firm: Meyers Nave, A Professional Corporation

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

*Signatures of Authorized Persons:*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Santa Rosa Business Tax Cert. No.

\_\_\_\_\_

**CITY OF SANTA ROSA**

a Municipal Corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

Office of the City Attorney

ATTEST:

\_\_\_\_\_

City Clerk