

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002672
WITH GEARY, SHEA, O'DONNELL, GRATTAN & MITCHELL, P.C.**

This Second Amendment to Agreement number F002672, dated August 17, 2023 ("Agreement") is made as of this _____ day of _____, 2024, by and between the City of Santa Rosa, a municipal corporation ("City"), and Geary, Shea, O'Donnell, Grattan & Mitchell, P.C. ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide services in connection with *Vannucci, et al. v. County of Sonoma, City of Santa Rosa, et al.*, United States District Court for the Northern District of California, Case Number 18-CV-01955-VC (the "Vannucci Matter").
- B. City and Consultant amended the Agreement for the purpose of Consultant providing services in connection with *Cressy, et al. v. California Department of Transportation, City of Santa Rosa, et al.*, United States District Court for the Northern District of California, Case Number C23-05201-WHO (the "Cressy Matter"). The Vannucci Matter and the Cressy Matter are referred to collectively as the "Matter" in the Agreement except where otherwise noted.
- C. City and Consultant now desire to amend the Agreement for the purpose of increasing compensation payable to Consultant under the Agreement.

AMENDMENT

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

1. Section 1. Scope of Services

Exhibit A-1 to the Agreement is replaced by Exhibit A-2 to this Amendment.

2. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$150,000 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 fifty thousand dollars and no cents (\$250,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 030000-5320."

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Geary, Shea, O'Donnell, Grattan
& Mitchell, P.C.

By: _____

TYPE OF BUSINESS ENTITY (*check one*):

Print Name: Natalie Rogers

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

Title: Mayor

Signatures of Authorized Person:

APPROVED AS TO FORM:

By: _____

Office of the City Attorney

Print Name: Raymond J. Fullerton

ATTEST:

Title: Chief Financial Officer

Signatures of Authorized Person:

City Clerk

By: _____

Print Name: John F. Geary

Title: Chief Executive Officer

City of Santa Rosa Business Tax Cert. No.

06517991

Attachment: Exhibit A-2 - Scope of Services

Exhibit A-2
SCOPE OF SERVICES

Vannucci Matter

Consultant will provide legal representation in connection with the matter of *Vannucci, et al. v. County of Sonoma, City of Santa Rosa, et al.*, United States District Court Northern District of California Case Number 18-CV-01955-VC and other related items as directed by the City Attorney.

SCHEDULE: The Parties anticipate that Consultant will provide legal representation for the Vannucci Matter as provided for under this Agreement from the Effective Date until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

Cressy Matter

Consultant will provide legal representation in connection with the matter of *Cressy, et al. v. California Department of Transportation, City of Santa Rosa, et al.*, United States District Court Northern District of California Case Number C23-05201-WHO and other related items as directed by the City Attorney.

SCHEDULE: The Parties anticipate that Consultant will provide legal representation for the Cressy Matter as provided for under this Agreement from the Effective Date until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.