

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

This Third 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 then amended the Agreement for the purpose of increasing the compensation to a not to exceed amount of \$199,000 and extending the time of performance to December 31, 2024.
- C. City and Consultant then amended the Agreement for the purpose of increasing the compensation to a not to exceed amount of \$298,000 and extending the time of performance to December 31, 2027.
- D. City and Consultant now desire a third amendment to the Agreement for the purposes of clarifying the scope of services, increasing the compensation by \$200,000 to a not to exceed amount of \$498,000 and extending the time of performance to December 31, 2028.

AMENDMENT

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

1. Section 1. Scope of Services

Exhibit A to the Agreement is revised to add the following paragraph e. Advisory Services

- "e. "advisory services" may include a range of consulting, planning, design, coordination, management, procurement, and support activities related to real estate, facilities, and workplace environments, including but not limited to space planning, design, construction coordination, budgeting, project and contractor oversight, equipment and technology planning, move and transition services, and post-occupancy support."

2. Section 2. Compensation

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 four hundred ninety-eight thousand dollars and no cents (\$498,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from various Charge Numbers."

3. 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, 2028."

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 LASALLE AMERICAS, INC.

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor
☐ Partnership
☒ Corporation
☐ Limited Liability Company
☐ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: Matthew Do

Title: Managing Director

City of Santa Rosa Business Tax Cert.

No. 06533002

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: Jason
Nutt

Title: Assistant City Manager

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk