

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

This Fourth 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 previously amended the Agreement by the First and Second Amendments dated December 6, 2023 and February 13, 2024 respectively for the purpose of increasing compensation and 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*").
- C. The United States District Court for the Northern District of California ordered the *Cressy Matter* be dismissed for failure to prosecute on January 22, 2024.
- D. City and Consultant entered into a Third Amendment to the Agreement for the purpose of increasing compensation payable to Consultant under the Agreement and revising the Scope of Services to remove the *Cressy Matter*.
- E. City and Consultant now desire to further amend the Agreement for the purpose of increasing compensation payable to Consultant under the Agreement for continued litigation in the *Vannucci* matter through trial.

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 \$190,000 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 fifty thousand dollars and no cents (\$540,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 030000-5320."

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

By: _____

TYPE OF BUSINESS ENTITY (*check one*):

Print Name: Teresa Stricker

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

Title: City Attorney

APPROVED AS TO FORM:

Signatures of Authorized Person:

Office of the City Attorney

By: _____

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