

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F001219
WITH MACIAS GINI & O'CONNELL LLP**

This First Amendment to Agreement number F001219, dated July 12, 2016 ("Agreement") is made as of this _____ day of _____, 2021, by and between the City of Santa Rosa, a municipal corporation ("City"), and Macias Gini & O'Connell LLP, a Limited Liability Partnership ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide financial audit services.
- B. City and Consultant now desire to amend the Agreement for the purpose of extending the time of performance of the agreement.

AMENDMENT

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

- 1. Section 2. Compensation

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

- 2. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$438,385 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 One Million Two Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight dollars (\$1,278,358.00). The City's Chief Financial Officer is authorized to pay all proper claims from the appropriate One Sollution keys."

- 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 March 31, 2023."

- 4. 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 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:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: **Macias Gini & O'Connell LLP**

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

____ Individual/Sole Proprietor

Print Name: Chris Rogers

____ Partnership

Title: Mayor

____ Corporation

____ Limited Liability Company

APPROVED AS TO FORM:

X Other (please specify: LLP)

Signatures of Authorized Persons:

Office of the City Attorney

By: _____

ATTEST:

Print Name: David Bullock

Title: Partner _____

City Clerk

By: _____

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

9997037344_____

Attachment: Exhibit B-1 – Time and Performance and Compensation