

**FIRST AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F001424  
WITH LWP CLAIMS SOLUTION, INC.**

This First Amendment to Agreement number F001424, dated May 2, 2017 ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Santa Rosa, a municipal corporation ("City"), and LWP Claims Solutions, Inc., a California Corporation ("Consultant").

**RECITALS**

- A. City and Consultant entered into the Agreement for Consultant to provide third party claims administration, and to administer the City's Workers' Compensation Claims.
- B. City and Consultant now desire to amend the Agreement for the purpose of extending the term for Consultant to continue to provide the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the agreement and to increase compensation.

**AMENDMENT**

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

1. Section 2. Compensation

Effective the date of this First Amendment, Exhibit B to the Agreement is replaced by Exhibit B-1 to this Amendment. Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$1,218,307 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 million, three hundred sixty-three thousand, six hundred twenty-seven dollars and no cents (\$2,363,627.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 320303-5371."

2. 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 June 30, 2023."

3. 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 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: LWP Claims Solutions, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

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

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

\_\_\_\_ Individual/Sole Proprietor

\_\_\_\_ Partnership

X  Corporation

APPROVED AS TO FORM:

\_\_\_\_ Limited Liability Company

\_\_\_\_ Other (please specify: \_\_\_\_\_)

\_\_\_\_\_  
Office of the City Attorney

*Signatures of Authorized Persons:*

ATTEST:

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

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

\_\_\_\_\_  
City Clerk

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

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

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

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

City of Santa Rosa Business Tax Cert. No.

401272

Attachment: Exhibit B-1