

**M E M O R A N D U M**

**DATE:** FEBRUARY 21, 2020

**TO:** SEAN MCGLYNN, CITY MANAGER

**FROM:** JENNIFER BURKE, DIRECTOR OF WATER 

**SUBJECT:** THIRD AMENDMENT TO AGREEMENT FOR BIOSOLIDS SPREADING NUMBER F001493 WITH GILARDI & JACOBSEN AG SERVICES, INC.

---

Agreement No. F001493 between the City and Farm User Gilardi & Jacobsen Ag Services, Inc. for Herzog Ranch and Barella Farm was executed on August 31, 2017, and has been extended through a first and second amendment on May 15, 2018 and April 18, 2019, respectively.

This Third Amendment will extend the contract term for one additional year to April 30, 2021.

With this Third Amendment, total compensation to User will increase by \$27,288.75.

The total compensation for this contract will not exceed \$98,969.70.

**THIRD AMENDMENT  
TO BIOSOLIDS SPREADING AGREEMENT NUMBER F001493  
WITH GILARDI & JACOBSEN AG SERVICES, INC.**

This Third Amendment to Agreement number F001493, dated August 31, 2017, ("Agreement") is made as of this 30 day of APRIL, 2020, by and between the City of Santa Rosa, a municipal corporation ("City"), and Gilardi & Jacobsen Ag Services Inc., a California Corporation ("Contractor").

**RECITALS**

- A. City and Contractor entered into the Agreement for Contractor to provide Biosolids spreading services, as previously amended by Second Amendment on April 18, 2019, to extend the term for one year and increase compensation.
- B. City and Contractor now desire to amend the Agreement for the purpose of extending the term and increasing compensation.

**AMENDMENT**

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

**1. TERM**

Pursuant to Section 2 of the Agreement, the parties hereby agree to extend the term of the Agreement to April 30, 2021.

**2. COMPENSATION**

2.1 Exhibit "B" to the Agreement and Exhibit "B-1" to the First Amendment and Exhibit "B-2" of the Second Amendment, are replaced by Exhibit "B-3" to this Third Amendment for the extension of the term.

2.2 Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$27,288.75 to read as follows:

"The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in the Agreement shall not exceed the total sum of \$98,969.70. The Chief Financial Officer is authorized to pay all proper claims from Charge Number 130807-5321."

All other terms of the Agreement shall remain in full force and effect.

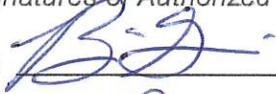
Executed as of the day and year first above stated.

**CONTRACTOR:**

Gilardi & Jacobsen Aq Services, Inc.

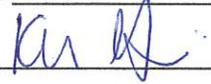
TYPE OF BUSINESS ENTITY (check one):  
\_\_\_\_ Individual/Sole Proprietor  
\_\_\_\_ Partnership  
 Corporation  
\_\_\_\_ Limited Liability Company  
\_\_\_\_ Other (please specify: \_\_\_\_\_)

*Signatures of Authorized Persons:*

By: 

Print Name: Brian Gilardi

Title: President

By: 

Print Name: Karin Gilardi

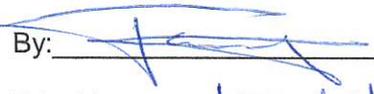
Title: Secretary

Taxpayer ID # 35-2454704

Attachment:

Exhibit "B-3" – Compensation Schedule

**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