

# AGREEMENT AMENDMENT

City Manager's Office  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620



**Agreement # 2922.1**

## **AMENDMENT AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND JORGENSON, SIEGEL, McCLURE & FLEGEL, LLP**

THIS FIRST AMENDMENT is made and entered into this day of 9/3/2020, 2020, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY" and JORGENSON, SIEGEL, McCLURE, & FLEGEL, LLP, hereinafter referred to as "FIRST PARTY."

WHEREAS, CITY desires to extend Agreement No. 2922 for interim city attorney services with FIRST PARTY ("Agreement") on a month to month basis until a permanent city attorney is retained;

1. Section 4. COMPENSATION AND PAYMENT and Exhibits A and A-1 are hereby amended as follows:

"CITY shall pay FIRST PARTY an all-inclusive fee to be charged on an hourly basis that shall not exceed \$46,875.00 per month for the term of the contract, and as described in Exhibit "A" Scope of Services. This amount represents a twenty-five percent (25%) budget reduction from the amount set forth in the Agreement. Any funds not expended in a month may be rolled over to subsequent months.

This monthly fee limit shall not apply to development project work processed by the Community Development Department for which City is reimbursed by the applicant/property owner (other than single family home projects involving a single housing unit).

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit A, Paragraph "A4". Additional services may be authorized by the City Council or City Manager in accordance with Paragraph A4 of Exhibit A or based upon a new work plan initiative. FIRST PARTY shall not receive any compensation for Additional Services performed without the prior written authorization of CITY.

2. Section 24. TERM OF AGREEMENT is hereby amended to read as follows:

"Effective September 1, 2020, this Agreement shall be extended on a month to month basis for a maximum of one (1) year. Either party may terminate this Agreement by providing a thirty (30) days written notice to the other party."

Except as modified by this Amendment, all other terms and conditions of Agreement No. 2922 remain the same.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**FOR FIRST PARTY:**

DocuSigned by:  
*Cara E. Silver*  
CD6C63C704F6401...

Signature

Cara E. Silver

Printed name

Tax ID 94-1531369

Tax ID#

9/2/2020

Date

Partner

Title

**APPROVED AS TO FORM:**

DocuSigned by:  
*Gregory Rubens*  
00E25A65B00B4D1...

Gregory Rubens, Consulting Attorney

9/3/2020

Date

**FOR CITY OF MENLO PARK:**

DocuSigned by:  
*Cecilia Taylor*  
4A373F6C54BE48A...

Cecilia Taylor, Mayor

9/3/2020

Date

**ATTEST:**

DocuSigned by:  
*Judi A. Herren*  
39280A20D0BE491...

Judi A. Herren, City Clerk

9/3/2020

Date