

**FIFTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F001275
WITH NWC PARTNERS INC.**

This Fifth Amendment to Agreement number F001275, dated September 8, 2016 ("Agreement") is made as of this _____ day of _____, 2023, by and between the City of Santa Rosa, a municipal corporation ("City"), and NWC Partners Inc. a California Corporation ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide grant compliance overview and general grant and budget related activities.
- B. City and Consultant now desire to amend the Agreement for the purpose of extending the time of performance, increasing the compensation payable in the Agreement and modifying the billable hourly rates payable under the Agreement for the continuation of services.

AMENDMENT

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

1. Section 2. Compensation

Section 2(a) is amended to increase the hourly rate of compensation payable to Consultant under the Agreement to read as follows:

"City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the matter set forth in the Budget in Exhibit B. Effective January 25th, 2023, the hourly rates in Exhibit B-2 are replaced by Exhibit B-3. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B-3."

Section 2(c) of the Agreement is amended to increase the compensation payable by \$100,000 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 services to be performed hereunder shall in no event exceed the sum of one-hundreds and ninety-nine thousand two hundred fifty-eight dollars and no cents (\$199,258). The

City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 120201."

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, 2028."

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: NWC Partners Inc.

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

____ Individual/Sole Proprietor

Print Name: _____

____ Partnership

X Corporation

Title: Mayor

____ Limited Liability Company

____ Other (please specify: _____)

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____

Print Name: Mary Pryor

Office of the City Attorney

Title: Chief Executive Officer,
Chief Financial Officer

ATTEST:

City of Santa Rosa Business Tax Cert. No.

City Clerk

Attachment: Exhibit B-3 – Hourly Rates

ATTACHMENT B-3

Santa Rosa CityBus Grants Management

NWC Partners

Contract Extension January 2023

		Mary Pryor		Tina Spencer		Total	
		Hours	Hrly Rate \$ 240.00	Hours	Hrly Rate \$ 240.00	Hours	Cost
Base Work							
Task 1:	Grants Management Review & Recommendations	80	\$ 19,200	60	\$ 14,400	140	\$ 33,600
Task 2:	Compliance Guide	0	\$ -	0	\$ -	-	\$ -
Task 3:	Reporting Compliance Assessment	0	\$ -	0	\$ -	-	\$ -
Task 4:	TFWG Representation	0	\$ -	0	\$ -	-	\$ -
Task 5:	Identify Funding Opportunities	50	\$ 12,000	30	\$ 7,200	80	\$ 19,200
Task 6:	Training and Oversight	50	\$ 12,000	30	\$ 7,200	80	\$ 19,200
Task 7:	Attend Santa Rosa Meetings	15	\$ 3,600	10	\$ 2,400	25	\$ 6,000
Task 8:	Coordination with Staff and Funding Agencies	50	\$ 12,000	40	\$ 9,600	90	\$ 21,600
	Subtotal: Base Labor	245	\$ 58,800	170	\$ 40,800	415	\$ 99,600
Optional							
	Extend Contract Period of Performance and Hours	TBD	\$ 240	TBD	\$ 240	TBD	
Direct Costs:							
	Travel		\$ 99		\$ 99		\$ 198
	Subtotal ODC		\$ 99		\$ 99		\$ 198
Total: Base Labor + ODC			\$ 58,899		\$ 40,899		\$ 99,798