

Exhibit A

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002029 WITH JESSICA RASMUSSEN

This Third Amendment to Agreement number F002029 dated August 15, 2019 ("Agreement") is made as of this _____ day of _____, 20__, by and between the City of Santa Rosa, a municipal corporation ("City"), and Jessica Rasmussen ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide art programming services.
- B. City and Consultant entered into the First Amendment on March 2, 2021 for the purpose of increasing the Compensation and extending Time of Performance for the continuation of services.
- C. City and Consultant entered into the Second Amendment on May 27, 2022 for the purpose of increasing the Compensation.
- D. City and Consultant now desire to amend the Agreement for the purpose of adjusting the Scope of Services, increasing the Compensation, and extending the Time of Performance.

AMENDMENT

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

1. Section 1. Scope of Services

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

2. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$106,080.00 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-hundred, six-thousand and eighty dollars and no cents (\$206,080.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number GL Key 390001 and JL Keys 09704, 42118 and 08049."

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

Exhibit A

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 June 30, 2023."

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: Jessica Rasmussen

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

Print Name: _____

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Office of the City Attorney

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

06521477

Exhibit A

EXHIBIT A-1 SCOPE OF SERVICES

Jessica Rasmussen will provide art programming services for the City of Santa Rosa Public Art Program.

Services will include:

- Coordinate community art programs, including exhibits, competitions, and temporary installations
- Manage assigned public art projects including preparing and disseminating Requests for Qualifications and Requests for Proposals; convening and facilitating Selection Panel meetings; planning and facilitating project-related meetings such as construction meetings, site-visits and design team meetings; monitoring project budgets, schedule and scope of work
- Plan and coordinate assigned cultural events, including performances and lectures
- Assist in the planning of marketing and outreach for assigned programs and projects, including preparing press releases; directing graphic designers; updating website; distributing postcards, and other collateral
- Assist with the implementation of marketing and programming strategies for the SRTBIA program
- Prepare reports and related documents and make presentations to governmental and advisory bodies including the Art in Public Places Committee
- Prepare and send appropriate responses to inquiries about the Public Art Program
- Prepare and manage assigned agreements including artist service agreements, artwork loans, gifts, and licenses related to the Public Art Program

EXHIBIT B-1 COMPENSATION

City shall pay Consultant up to of two-hundred, six-thousand and eighty dollars and no cents (\$206,080.00). Payments to Consultant will be made at the rate of \$51.00 per hour within thirty (30) days after receipt of Consultant's invoices.

The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.