

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002333
WITH BRYCE DOW-WILLIAMSON**

This Second Amendment to Agreement number F002333 dated June 29, 2021 ("Agreement") is made as of this 2 day of April, 2024, by and between the City of Santa Rosa, a municipal corporation ("City"), and Bryce Dow-Williamson, a sole proprietor("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to support special events permitting and arts programming.
- B. City and Consultant entered into the First Amendment on November 28, 2022 for the purpose of extending Time of Performance for the continuation of services.
- C. City and Consultant now desire to amend the Agreement for the purpose of 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 \$25,000 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 tasks set forth above shall in no event exceed the sum of fifty-five thousand dollars and no cents (\$55,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number GL Key 080501 and JL Keys 09704."

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

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, 2024."

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: Bryce Dow-Williamson

TYPE OF BUSINESS ENTITY (*check one*):

By: Daryel R. Dunston

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

Print Name: Daryel Dunston

Title: Assistant City Manager

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: 
Bryce Dow-Williamson (Mar 20, 2024 12:18 PDT)


Jessica Mullan (Apr 2, 2024 12:01 PDT)

Office of the City Attorney

Print Name: Bryce Dow-Williamson

Title: CEO

City of Santa Rosa Business Tax Cert. No.

06527191

Exhibit A-1 – Scope of Services

Exhibit B-1 – Compensation

EXHIBIT A-1

SCOPE OF SERVICES

Bryce Dow-Williamson will provide special event permitting and art programming services for the City of Santa Rosa.

Services will include:

- Processing and issuing a variety of event-related permits, including Special Event Permits, Film Permits, Film Permits, and Block Party Permits:
 - Processing permit applications and related fees submitted online and in-person
 - Communicating with permit applicants and various City departments regarding permit requirements and conditions
 - Scheduling and facilitating pre-event and post-event meetings
 - Monitoring compliance with applicable laws, municipal codes, policies, and procedures
- Coordinate community art programs, including exhibits, competitions, and temporary installations
- 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
- Respond to requests, complaints, and inquiries from the public related to assigned programs and events
- Prepare reports and related documents and make presentations to governmental and advisory bodies including the Art in Public Places Committee.
- 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 fifty-five thousand dollars and no cents (\$55,000.00). Payments to Consultant will be made at the rate of \$45.00 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.






Second Amendment to Professional Services Agreement BDW

Final Audit Report

2024-04-03

Created:	2024-03-20
By:	Lacey Chaffin (lchaffin@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6VdiYCFSLZ7WCTLIGxWU7gUi8dk8d_9M

"Second Amendment to Professional Services Agreement BDW" History

-  Document created by Lacey Chaffin (lchaffin@srcity.org)
2024-03-20 - 6:51:46 PM GMT
-  Document emailed to Bryce Dow-Williamson (bdow-williamson@srcity.org) for signature
2024-03-20 - 6:52:46 PM GMT
-  Email viewed by Bryce Dow-Williamson (bdow-williamson@srcity.org)
2024-03-20 - 7:15:10 PM GMT
-  Document e-signed by Bryce Dow-Williamson (bdow-williamson@srcity.org)
Signature Date: 2024-03-20 - 7:18:27 PM GMT - Time Source: server
-  Document emailed to Patricia Salomon (PSalomon@srcity.org) for delegation
2024-03-20 - 7:18:29 PM GMT
-  Document signing delegated to Jessica Mullan (jmullan@srcity.org) by Patricia Salomon (PSalomon@srcity.org)
2024-03-29 - 5:16:55 PM GMT
-  Document emailed to Jessica Mullan (jmullan@srcity.org) for signature
2024-03-29 - 5:16:55 PM GMT
-  Document e-signed by Jessica Mullan (jmullan@srcity.org)
Signature Date: 2024-04-02 - 7:01:12 PM GMT - Time Source: server
-  Document emailed to Daryel Dunston (ddunston@srcity.org) for signature
2024-04-02 - 7:01:12 PM GMT
-  Email viewed by Daryel Dunston (ddunston@srcity.org)
2024-04-02 - 8:23:19 PM GMT

 Document e-signed by Daryel Dunston (ddunston@srcity.org)

Signature Date: 2024-04-03 - 0:07:40 AM GMT - Time Source: server

 Agreement completed.

2024-04-03 - 0:07:40 AM GMT