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**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F000364
WITH MACIAS GINI & O'CONNELL LLP**

This First Amendment to Agreement number F000364, dated April 17, 2012 ("Original Agreement") is made as of this _____ day of _____, 2013, by and between the City of Santa Rosa, a municipal corporation ("City"), and Macias Gini & O'Connell LLP, a Limited Liability Partnership ("Consultant").

RECITALS

- A. City and Consultant entered into the Original Agreement for Consultant to provide financial audit services, as previously amended by Amendment No. 1 dated March 14, 2013, to provide redesign and graphics services.
- B. City and Consultant now desire to amend the Original Agreement for the purpose of adding services and to extend the term.

AMENDMENT

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

1. Scope of Services.

The parties hereby agree that the scope of services as described and set forth in Section 1 and Exhibit A to the Original Agreement shall be supplemented to allow for audit services for Fiscal Years 2014 and 2015 as described in Exhibit C attached to and made a part of this Amendment No. 2.

2. Compensation.

The parties hereby agree that the compensation under the Original Agreement shall be amended to provide additional compensation for additional services. Section 2, entitled "Compensation," is hereby amended to provide for additional compensation to Consultant as described in Exhibit C attached to and made a part of this Amendment No. 2 in the amount of three hundred twenty nine thousand four hundred ten dollars (\$329,410), and to increase the total compensation payable by City under the Original Agreement.

The first sentence of Section 2(c) of the Original Agreement is hereby

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amended 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 six hundred fifty eight thousand one hundred fifteen dollars (\$658,115)."

3. Notices.

The parties hereby agree that the notices under the Original Agreement, Section 8 entitled "Notices," is hereby amended to include a new City representative as follows:

Betsy Howze
Financial Reporting Manager
635 1st St., 2nd Floor
Santa Rosa, CA 95404
Voice: (707) 543-4301
Fax: (707) 543-3703
Email: bhowze@srcity.org

Time of Performance.

The parties hereby agree to extend the time of performance in the Original Agreement. The last sentence in Section 12, entitled "Time of Performance," is hereby amended to extend the time of performance from the former completion date, 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 March 31, 2016."

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

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: Macias Gini & O'Connell LLP

TYPE OF BUSINESS ENTITY:

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

Signatures of Authorized Persons:

By: _____

Print Name: Richard A. Green

Title: Partner

Taxpayer I.D. No. 68-0300457

City of Santa Rosa Business Tax Cert. No.

57565

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: Scott Bartley

Title: Mayor

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

Exhibit C

Service	Estimated Hours	2014	2015
Comprehensive Annual Financial Report (audit)	1,081	\$ 95,469	\$ 95,469
Comprehensive Annual Financial Report (preparation)	170	\$ 15,012	\$ 15,012
Comprehensive Annual Financial Report (redesign)	21	\$ 1,875	\$ 1,875
Single Audit	200	\$ 17,662	\$ 17,662
Report on City's Gann Appropriations Limit Calculations	10	\$ 884	\$ 884
City Financial Transactions Report required by State Controller	100	\$ 8,831	\$ 8,831
Total City	1,582	\$ 139,733	\$ 139,733
Housing Authority Financial Report (audit)	115	\$ 10,156	\$ 10,156
Housing Authority Financial Report (preparation)	60	\$ 5,298	\$ 5,298
Housing Authority Financial Report (redesign)	13	\$ 1,125	\$ 1,125
HUD REAC Report	30	\$ 2,650	\$ 2,650
Sub-Recipient Audits of Non-Profit CDBG Grantees	20	\$ 1,766	\$ 1,766
Transportation Development Act (TDA) Compliance Report	35	\$ 3,091	\$ 3,091
PTMISEA Letter	10	\$ 886	\$ 886
Total Estimated Hours (All-Inclusive Maximum Price)	1,865	\$ 164,705	\$ 164,705