

**FIFTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002029
WITH JESSICA RASMUSSEN**

This Fifth Amendment to Agreement number F002029 dated August 15, 2019 ("Agreement") is made as of this _____ day of _____, 2024, 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 entered into the Third Amendment on July 12, 2022 for the purpose of revising the Scope of Services, increasing the Compensation and extending Time of Performance.
- E. City and Consultant entered into the Fourth Amendment on October 3, 2023 for the purpose of increasing the Compensation and extending Time of Performance.
- F. City and Consultant now desire to amend the Agreement for the purpose of revising the Scope of Services and increasing the Compensation.

AMENDMENT

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

1. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$20,000.00 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 three hundred thousand, six hundred

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eighty dollars and no cents (\$320,680.00). 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-1 to the Agreement is supplemented by Exhibit B-2 to this Amendment.

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: _____

Title: _____

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

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: Jessica Rasmussen

Office of the City Attorney

Title: Arts Specialist

City of Santa Rosa Business Tax Cert. No.

06521477

Attachments: Exhibit A-1 – Scope of Services
Exhibit B-2 – Compensation

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:

- Manage assigned Public Art projects:
 - Prepare and issuing Requests for Qualifications and Requests for Proposals
 - Convene and facilitating Selection Panel meetings, construction meetings, site-visits and design team meetings
 - Monitor project budgets, schedule and scope of work
 - Manage approved Public Art Projects such as:
 - Fire Station 5 project (installation anticipated Fall 2024/Spring2025)
 - Asawa Fountain Panels (installation pending fountain construction in 2024)
 - Zag restoration/relocation (installation pending)
 - Depot Park project (project pending landscape design)
- Oversee the conservator to perform high and medium priority maintenance of the Public Art Collection
- Administer and track Public Art in Private Development:
 - Track permits and in-lieu payments
 - Collaborate with developers to facilitate art on-site proposals
 - Manage artwork agreements and projects in Accela
 - Serve as liaison between Planning staff and developers
 - Generate reports and updates as needed
- Serve as staff liaison for the Art in Public Places Committee (APPC):
 - Work with Committee to establish Annual Work Plan and Project Plans and implement the Public Art Program Strategic Plan
 - Develop agendas with APPC Chairperson
 - Prepare reports and related documents for Committee
 - Attend meetings and present as needed
 - Maintain positive relationships
- Manage assigned budgets:
 - Develop Art Fund budget for FY 2024-25
 - Monitor art program accounts for expenditures and revenue
 - Recommend art fund and special revenue expenditure plans

- Supervise contract employees/consultants
- Oversee Street Performer Permits:
 - Manage application process
 - Oversee issuance of permits
 - Communicate with merchants, performers and Police regarding code and permits
- Initiate marketing and outreach for assigned programs and projects:
 - Collaborate with staff to develop Public Art Program marketing strategies and opportunities to integrate into Economic Development initiatives such as Out There SR
 - Update City Arts program web pages and work with the Marketing & Outreach to promote program activities on social media and other advertising opportunities
 - Prepare press releases
 - Direct graphic designers
 - Distribute postcards, and other collateral
- Coordinate community art programs, including exhibits, competitions, and temporary installations
- Plan and coordinate assigned cultural events, including performances and lectures
- Assist with the implementation of marketing and programming strategies for the Santa Rosa Tourism Business Improvement Area program
- Respond to public 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-2
COMPENSATION**

City shall pay Consultant up to three hundred thousand, six hundred eighty dollars and no cents (\$320,680.00). Payments to Consultant will be made at the rate of \$75.00 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.