

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F001963
WITH PRESERVATION ARTS, LLC**

This First Amendment to Agreement number F001963 dated April 9, 2019 ("Agreement") is made as of this _____ day of _____, 20__, by and between the City of Santa Rosa, a municipal corporation ("City"), and Preservation Arts, LLC, a limited liability company ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide assessment and conservation services for the Public Art Collection.
- B. 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 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$150,000.00 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 two-hundred forty-three thousand nine hundred dollars and no cents (\$243,900.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 09704."

Exhibit B is replaced by Exhibit B-1 to this amendment.

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, 2024."

3. Section 20. Counterparts and Electronic Signatures

Section 20 (Counterparts and Electronic Signatures) is added to the Agreement after Section 19 (Authority; Signatures Required for Corporations) as follows:

“Section 20. Counterparts and Electronic Signatures. This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature.”

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: Preservation Arts, LLC

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

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

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Signatures of Authorized Persons:

Office of the City Attorney

By: _____

Print Name: _____

ATTEST:

Title: _____

City Clerk

City of Santa Rosa Business Tax Cert. No.

Amendment to Professional Services Agreement
Form approved by the City Attorney 8-8-14

9997065595

Attachment:

Exhibit B-1 – Compensation

**EXHIBIT B-1
COMPENSATION**

City shall pay Consultant up to two-hundred forty-three thousand nine hundred dollars and no cents (\$243,900.00). Payments to the Consultant will be made at the following rates: Technician: \$105/hr; Conservator: \$140/hr; rates do not include equipment rentals, documentation, materials, admin, travel and equipment costs, which will be added to invoices. Payments shall be made 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.