

**THIRD AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F000978
WITH W. SOLUTIONS, INC. dba WELLNESS SOLUTIONS**

This Third Amendment to Agreement number F000978, dated July 7, 2015 ("Agreement") is made as of this _____ day of _____, 2018, by and between the City of Santa Rosa, a municipal corporation ("City"), and W. Solutions, Inc. dba Wellness Solutions, a California Corporation ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide a comprehensive Wellness Program to meet the health and fitness needs of its Miscellaneous Employees (excluding Police and Fire Departments), as previously amended.
- B. City and Consultant now desire to amend the Agreement for the purpose of continuing the City's Wellness Program to ensure that the program's goals of improving physical fitness levels with an anticipated decrease in illness and injury.

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 Six Hundred Thousand Dollars and No/Cents (\$600,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 320203-5320.

As a result of a special offer for the City, the Consultant has agreed to a 10% discount of the annual agreed compensation which will be deducted within a 12-month period until the fulfillment of this said 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, 2019."

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: W. Solutions, Inc. dba Wellness Solutions

TYPE OF BUSINESS ENTITY (check one):

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

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

By: Lynette Helma

Print Name: Lynette J. Helma

Title: President

By: Felicia Gomez

Print Name: Felicia Gomez

Title: Vice President

APPROVED AS TO FORM:

Angela Casapuer

Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

62683