

**SECOND AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002419A  
WITH CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA**

This Second Amendment to Agreement number F002419A dated January 3, 2022 ("Agreement") is made as of this \_\_\_\_\_, by and between the City of Santa Rosa, a municipal corporation ("City"), and Catholic Charities of the Diocese of Santa Rosa, a California non-profit corporation ("Consultant" or "Contractor").

**RECITALS**

- A. City and Consultant entered into the Agreement for Consultant to provide services in the inRESPONSE Mental Health Program (Program) to benefit the residents of the City by providing mental health assistance and substance abuse support through a broad behavioral health response model.
- B. City and Consultant entered into the First Amendment to the Agreement for the purpose of addressing funding provided by third party hospitals, incorporating federal provisions, and making administrative changes. The Parties acknowledge that the First Amendment execution date of June 30, 2022, is erroneous and agree that the correct execution date is September 26, 2022. Beginning with this Amendment, the Agreement number is now F002419A.
- C. City and Consultant now desire to further amend the Agreement to increase compensation and extend the term of services.

**AMENDMENT**

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

1. Section 2. Term of Agreement

Section 2 is amended to read as follows:

"The parties desire that this Agreement shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein. The term of this agreement shall be extended by five years and will end on November 1, 2029."

2. Section 3. Compensation

Section 3(c) is 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 four million ninety thousand five hundred and sixty one dollars and no cents (4,090,561). Notwithstanding the foregoing, the Parties agree that the compensation paid by City to Consultant will be reduced by the amount of funding (dollar for dollar) that Consultant receives from third parties to fund the inRESPONSE Program, including, without limitations funding from hospitals. The City's Chief Financial Officer is authorized to pay all proper claims from various charge numbers."

3. Exhibit B and B-1 to the Agreement are replaced by Exhibit B-2 to this Amendment.

4. Section 13. Time of Performance

The last sentence of Section 13 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 November 1, 2029."

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: Catholic Charities of the Diocese  
of Santa Rosa, a California Non-profit  
Organization

By: \_\_\_\_\_

TYPE OF BUSINESS ENTITY (*check one*):

Print Name: Maraskeshia Smith

Title: City Manager

\_\_\_\_ Individual/Sole Proprietor

\_\_\_\_ Partnership

APPROVED AS TO FORM:

\_\_\_\_ Corporation

\_\_\_\_ Limited Liability Company

\_\_\_\_\_  
Office of the City Attorney

X Other (non-profit corporation)

*Signatures of Authorized Persons:*

By: \_\_\_\_\_

Print Name: Len Marabella

Title: CEO

By: \_\_\_\_\_

Print Name: Jennielynn Holmes

Title: CEO

City of Santa Rosa Business Tax Cert. No.

\_\_\_\_\_

Attachment: Exhibit B-2 - Compensation

**EXHIBIT B2: BUDGET**  
**Catholic Charities**  
inRESPONSE Program Rates by Personnel Model

<b>Personnel Model</b>	<b>24-hour model</b>
Program Director	5,000
Program Manager	30,000
Peer Support Outreach Workers	530,000
<b>Total Personnel</b>	<b>\$565,000</b>
<b>Non-Personnel</b>	
Occupancy (Phones, Insurance, Internet, etc)	14,000
Overhead	60,000
<b>Total Non-Personnel:</b>	<b>\$74,000</b>
<b>Total Annual Contract Expense</b>	<b>\$639,000</b>

\*Any funding received by Catholic Charities for inRESPONSE services from other entities shall be reduced from the amount paid by the City.