

**FIFTH AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F001128  
WITH SANTA ROSA CHAMBER OF COMMERCE**

This Fifth Amendment to Agreement number F001128 dated March 7, 2016 ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Santa Rosa, a municipal corporation ("City"), and Santa Rosa Chamber of Commerce, a California Corporation ("Consultant").

**RECITALS**

A. City and Consultant entered into the Agreement for Consultant to provide event production, beautification efforts, sell parking validation vouchers, and create an informational kiosk to service downtown visitors.

B. City and Consultant entered into the First Amendment on January 12, 2017 for the purpose of providing funding to promote downtown businesses and address downtown merchant needs during the holiday season and Courthouse Square reunification construction.

C. City and Consultant entered into the Second Amendment on May 22, 2017 to provide event coordination services for the Sesquicentennial Celebration.

D. City and Consultant entered into the Third Amendment on August 29, 2017 for the purpose of increasing compensation under the Agreement for the continuation of services.

E. City and Consultant entered into the Fourth Amendment on May 1, 2018 for the purpose of increasing compensation to provide final event coordination services for the Sesquicentennial Celebration.

F. City and Consultant now desire to amend the Agreement for the purpose of replacing the Scope of Services, increasing the Compensation and extending the Time of Performance.

G. The Parties desire that this Fifth Amendment relate back to the date the Fourth Amendment expired.

**AMENDMENT**

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

1. Section 1. Scope of Services, Compensation

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

2. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$28,440.00 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 ninety-eight thousand six-hundred forty dollars and no cents (\$298,640.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number GL Number 020100-5320.

3. 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 December 31, 2022."

4. 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."

[SIGNATURES APPEAR ON FOLLOWING PAGE]

///

///

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

Executed as of the day and year first above stated.

**CONSULTANT:**

Name of Firm:  
SANTA ROSA CHAMBER OF COMMERCE

TYPE OF BUSINESS ENTITY (*check one*):  
 Individual/Sole Proprietor  
 Partnership  
 Corporation  
 Limited Liability Company  
 Other (please specify: \_\_\_\_\_)

*Signatures of Authorized Persons:*

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Santa Rosa Business Tax Cert. No.

027712302

Attachments:

Exhibit A-2 Scope of Services  
Exhibit B-1 Compensation

**CITY OF SANTA ROSA**  
a Municipal Corporation

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
City Clerk

## EXHIBIT A-2 SCOPE OF SERVICES

- **Special Event Permits for Events in Courthouse Square**

This revised Scope of Services will support additional Chamber staffing needs related to the administration of Courthouse Square events and activities. This includes:

- City will issue Chamber an annual “blanket” Special Event Permit for Events in Courthouse Square, which may or may not include closure of east and west side streets. Any proposed events that close adjacent streets, such as 4th Street, will require a separate Special Event Permit from the City, except when arranged in advance for limited specific events.
- Chamber will be responsible for organizing each event under the blanket permit and will check proposed event dates with City in advance to ensure there are no conflicts with other permitted activities.
- Chamber agrees to organize ongoing seasonal programming. These may be a series of activities over the course of time, or single day events.
- Special Event Permit fees will be waived for the blanket permit as a part of this agreement.
- Chamber will be responsible for the cost of services required to support the events under the blanket permit, including, but not limited to, reserved metered parking spaces, parks crew, police and fire staffing as determined for each event.
- During the course of the year, City may forward event organizers to Chamber who may wish to collaborate on activities under the blanket permit. City and Chamber may determine any proposed large-scale or complex events should be permitted separately through the standard City process, and City will include Chamber in discussions about event as appropriate.
- For City permitted events in the downtown area, Chamber will assist event organizers with notifying Downtown businesses about events with as much advance notice as possible.
- Chamber will provide on-site staffing resources in the form of their contracted maintenance and ambassador/security staff (e.g. StreetPlus) during their standard work hours or as otherwise needed for all downtown events, both City permitted and those occurring under the Chamber’s blanket permit.
- City will provide free access to electrical power and street barricades for Courthouse Square side streets for all events under blanket permit as follows:
  - 110-volt power: Access to light pole sourced 110v power will be provided at no cost so long as it is requested to be turned on during normal business hours. Requests for access to light pole/110v power after hours will be charged at the current burdened rate. Management of any non-event uses of this power source is the responsibility of the event organizer.

- 220-volt power: The 220v boxes may be accessed by an electrician hired by the Chamber. Arrangements for key access will be made between the City and Chamber. Any requests for City staff access to the 220v power source will be charged at the current burdened rate.
- Barricades: Under this agreement, storage and management of the Courthouse Square side street barricades will be the responsibility of the Chamber. In addition to using the barricades for events under the Chamber's blanket permit, the Chamber will also facilitate access for other permitted events as needed. The placement and removal of the barricades in the streets are the responsibility of the event organizer.
- Downtown events not included under the Chamber's blanket permit that require additional clean up, security, or other services will be the responsibility of the event organizer. If Chamber resources are needed, those services may be outsourced to the Chamber with contracting and billing coordinated directly between the Chamber and the event organizer. These Chamber services that are coordinated with and charged directly to event organizers may be above and beyond any costs charged by the City of Santa Rosa.
- **Parking Voucher Program**

The Parking Division issues parking voucher bundles containing 100 of the \$1.00 parking vouchers per bundle to the Chamber at their request. The Chamber has paid \$61.25 towards each bundle with the remaining \$23.75/bundle previously subsidized by the Economic Development Division. With this agreement, the Chamber will be responsible for the full \$85 cost of the parking voucher bundles.

## **EXHIBIT B-1 COMPENSATION**

City shall pay Consultant as follows:

- \$28,440.00 total annual amount under this Amendment
- Payable in one lump sum

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.