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**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002284
WITH RENNE PUBLIC LAW GROUP LLP**

This Second Amendment to Agreement number F002284, dated March 3, 2020 ("Agreement") is made as of this _____ day of _____, 2023, by and between the City of Santa Rosa, a municipal corporation ("City"), and Renne Public Law Group LLP, a California limited liability partnership ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide specialized labor relations and employment law services including legal advice, opinion, and/or assistance as requested by the City in connection with all aspects of labor negotiations as well as employment legal services to include legal services supporting mediations, personnel investigations and disciplines, potential employment litigation matters, disciplinary matters, administrative hearings, personnel investigations, and arbitrations, amended by the First Amendment to add additional services and increase hourly rates under the Agreement.
- B. City and Consultant now desire to amend the Agreement for the purpose of increasing compensation payable to the Consultant under the Agreement.

AMENDMENT

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

1. Section 1. Scope of Services

Exhibit A to the Agreement is supplemented by Exhibit A-1 to this Amendment.

2. Section 2. Compensation

Section 2(a) is amended to read as follows:

"City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B-2. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and a description of the services performed by each person, consistent with the rates and amounts shown in Exhibit B-2."

3. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$250,000 to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total

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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 [enter maximum amount in written and numeric form, five hundred thousand dollars and no cents (\$500,000). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 040101-5320."

4. Section 12. Time for Performance

The first sentence of Section 12 shall be deleted.

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: Renne Public Law Group LLP

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor

☐ Partnership

☐ Corporation

☐ Limited Liability Company

☒ Limited Liability Partnership

By: _____

Print Name: Natalie Rogers

Title: Mayor

Signatures of Authorized Person:

APPROVED AS TO FORM:

By: _____

Print Name: Jonathan V. Holtzman

Office of the City Attorney

Title: Founding Partner

ATTEST:

City of Santa Rosa Business Tax Cert. No. _____

City Clerk

Attachments:

Exhibit A-1 – Scope of Services

Exhibit B-2 – Compensation

Exhibit A-1**Scope of Services**

Assist the Director of Human Resources, Employee Relations Manager, City Attorney and/or designees, in advising and consulting with the City Council and the City Manager on matters relating to labor negotiations and other labor and employment matters, including but not limited to:

- Upon request, serving as a negotiator for the City;
- Advising the City as needed in matters related to negotiations with bargaining units and other labor law questions;
- Legal Services Supporting Mediations;
- Personnel Investigations
- Disciplinary Matters;
- Administrative Hearings;
- Arbitrations;
- Employment Law Advice Matters; and
- Government Law Advice that is related to Labor and Employment matters, including without limitation interpretation of the City Charter, City ordinances, or City policies, the Brown Act, the Public Records Act, and the California Government Code.

Exhibit B-2

Compensation For Legal Services

In consideration for the provision of legal services, City shall compensate Consultant as follows:

FEES AND HOURLY RATES FOR LEGAL SERVICES

Staffing	Hourly Rate
Jonathan Holtzman - Partner	\$395
Jenica Maldonado – Partner	\$395
Other Partners	\$395
Geoff Spellberg, Of Counsel	\$395
Of Counsel	\$295 - \$395
Associates	\$215 - \$285
Consultants	\$160 - \$275
Paralegals	\$105 - \$175

Billing is done in 1/10th of an hour increments.

Travel time billing from San Francisco to Santa Rosa will be capped at 45 minutes. Mileage will be billed at the then-current IRS rate.

The firm will not bill the same time to two separate clients.

EXPENSES, COSTS & BILLING PRACTICES

The Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment.

Billing is done on a monthly basis for services performed and costs incurred. Payment is due within 30 days of the date an invoice is rendered. Past due amounts will be shown on the invoice.

USE OF ASSOCIATES AND PARALEGALS

Prior to the significant use of Associates and Paralegal staff, the firm will check in with the City's contact to explain the need to use additional staff.