

**SECOND AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F003103  
WITH VAN DERMYDEN MAKUS LAW CORPORATION**

This Second Amendment is made as of this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Santa Rosa, a municipal corporation ("City"), and Van Dermyden Makus Law Corporation ("Consultant").

**RECITALS**

- A. City and Consultant entered into an Agreement, Number F003103, for Consultant to provide professional services, with an effective date of August 5, 2025, further amended by a First Amendment to correct the effective date of the Agreement to July 24, 2025, when services were agreed to commence by all parties to the Agreement.
- B. City and Consultant now desire to amend the Agreement for the purpose of amending the hourly billable rates and adding compensation.

**AMENDMENT**

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

- 1. Section 2. Exhibit B to the Agreement is supplemented by Exhibit B-1 to this Amendment to increase hourly billing rates.
- 2. 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 maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of three hundred fifty thousand dollars (\$350,000) absent an amendment to the Agreement setting a different maximum compensation. Consultant will keep City apprised as to any factors that might impact this initial not to exceed amount and will request additional authority and authorization from City in advance if needed. The City's Chief Financial Officer is authorized to pay all proper claims from various charge numbers."

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

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Executed as of the day and year first above stated.

**CONSULTANT:** Van Dermyden Makus Law Corporation

**CITY OF SANTA ROSA**  
a Municipal Corporation

TYPE OF BUSINESS ENTITY

X  Corporation

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

*Signatures of Authorized Person:*

Print Name: Teresa Stricker

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

Title: City Attorney

Print Name: Eli Makus

APPROVED AS TO FORM:

Title: Chief Executive Officer

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

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

Print Name: Sue Ann Van Dermyden

ATTEST:

Title: Secretary

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

Attachment: Exhibit B-1 - Compensation For Legal Services

**Exhibit B-1****Compensation For Legal Services**

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

Partner: \$525 per hour

Attorney Investigator: \$365 per hour

Paralegal/Editor: \$180 per hour

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

Travel time billing to/from San Rafael to Santa Rosa will be capped at 120 minutes (per round-trip). Mileage will be billed at the then-current IRS rate.

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

**COMPENSATION FOR POST-INVESTIGATIVE WORK**

After the conclusion of an investigation, should a need arise for Consultant to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of this engagement, City shall compensate Consultant at its then applicable rates for time expended, including all required preparation time, to the extent such compensation is consistent with the indemnification provisions of this Agreement.

City and Contractor agree that it may be necessary for Contractor to retain counsel to represent Contractor in a proceeding related to or arising out of this engagement. Contractor agrees to consult with City regarding the need to retain counsel before doing so. If counsel is retained by Consultant to represent them in a proceeding, City agrees to reimburse Consultant for all reasonable fees and costs incurred in obtaining necessary representation for such proceedings, including legal fees and costs that Consultant incurs in preparing for such proceedings, to the extent such fees and costs are consistent with the indemnification provisions of this Agreement.

If and when Consultant receives a request for documents or testimony related to Consultant's investigation, Consultant will timely contact City to coordinate an agreed-upon response. Consultant's response will be guided by the work-product doctrine and City's decision whether to waive all or part of the attorney-client privilege.

City shall also compensate Consultant at its then applicable rates for time expended in defending against any actual or threatened claim to the extent that Consultant is entitled to indemnification pursuant to this Agreement, if applicable.

## **EXPENSES, COSTS & BILLING PRACTICES**

The Consultant may charge 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. All such costs shall be billed to the City without any markup or overhead cost added by the Consultant. For major disbursements to third parties, invoices may be sent directly to the City 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.

## **STAFFING**

Nikki Hall shall be the primary provider of services under this Agreement. Prior to the significant use of other attorney investigators to provide services under this Agreement, the Consultant shall obtain prior written approval from the City Attorney or designee.