

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F001207
WITH RENNES SLOAN HOLTZMAN SAKAI LLP**

This Second Amendment to Agreement number F001207, dated June 28, 2016 ("Agreement") is made as of this _____ day of _____, 2017, by and between the City of Santa Rosa, a municipal corporation ("City"), and Renne Sloan Holtzman Sakai LLP, a California Limited Liability Partnership ("Consultant").

RECITALS

- A. City and Consultant entered into Agreement for Consultant to provide Interim City Attorney duties and functions and to conduct an assessment of the City Attorney's Office, as previously amended by the First Amendment to Agreement F001207.
- B. City and Consultant now desire to amend the Agreement for the purpose of increasing compensation due to continued City Attorney Services consistent with the existing Scope of Services. The newly appointed City Attorney may need the assistance of the outgoing Interim City Attorney to provide support, facilitate the hand-off of major projects, such as the upcoming ballot measures, and other high-level project work, consistent with the services outlined in the current Professional Services Agreement, and it therefore proposed that the compensation be increased by \$85,000.

AMENDMENT

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

1. Section 1. Scope of Services

The Scope of Services as set forth in Exhibit A to this Agreement is hereby amended to include the provision of legal services necessary or appropriate to provide assistance to the City as it transitions to a permanent City Attorney. Such work shall be performed under the direction of the City Attorney and may include, but is not limited to, the completion of specialized projects and the provision of general municipal legal services while the Office of the City Attorney recruits to fill vacancies.

2. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$85,000.00 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 Seven Hundred Seventy Thousand Dollars and No/Cents (\$770,000.00). The City's Chief

Financial Officer is authorized to pay all proper claims from Charge Number 010000-5320."

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: Renne Sloan Holtzman Sakai LLP

TYPE OF BUSINESS ENTITY (*check one*):

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

Signatures of Authorized Persons:

By: _____

Print Name: Jonathan V. Holtzman

Title: Partner

City of Santa Rosa Business Tax Cert. No.

317318

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: _____

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk