

EXHIBIT A

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F001207
WITH RENNE SLOAN HOLTZMAN SAKAI LLP, PUBLIC LAW GROUP**

This Second Amendment to Agreement number F001207, dated February 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, Public Law Group ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide services including legal advice and assistance as requested by the City in connection with labor related services.
- B. City and Consultant now desire to amend the Agreement for the purpose of increasing encumbered funds for additional services, expanding the scope of services to include legal services beyond labor negotiations, and amending the hourly rates applicable to non-labor negotiation services to include legal services supporting mediations, personnel investigations and disciplines, potential employment litigation matters, disciplinary matters, administrative hearings, and arbitrations.

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 the Agreement is hereby amended to include the provision of legal services supporting mediations, personnel investigations and disciplines, potential employment litigation matters, disciplinary matters, administrative hearings, and arbitrations.

2. Section 2. Compensation

Section 2(a) is amended to include a revised rate structure to distinguish between the hourly rates paid for labor negotiation services and other legal services provided hereunder. The Exhibit B attached the Agreement is hereby replaced in its entirety with the attached Exhibit B now made part of hereof.

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$100,000.00 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 Four

Hundred Thousand Dollars and No/Cents (\$400,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 040101-5320."

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, Public Law Group

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 Holtzman

Title: Partner

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print
Name: _____

Title: _____

APPROVED AS TO FORM:

Office of the City Attorney

City of Santa Rosa Business Tax Cert. No.

317318

Attachment:
Exhibit B – Revised Hourly Rates and Fees

EXHIBIT B

**RENNE SLOAN HOLTZMAN SAKAI, LLP
REVISED HOURLY RATES AND FEES**

FEES AND HOURLY RATES FOR LABOR NEGOTIATION SERVICES

Staffing	Hourly Rate
Jonathan Holtzman – Partner	\$385
Jeffrey Sloan – Partner	\$385
Arthur Hartinger – Partner	\$385
Adam Benson – Consultant	\$195
Associates	\$215 - \$285
Paralegals	\$105 - \$175

FEES AND HOURLY RATES FOR ALL OTHER LEGAL SERVICES

Staffing	Hourly Rate
All Attorneys	\$295
Consultants	\$160 - \$275
Associates	\$215 - \$285
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

While the above referenced administrative fee covers routine overhead expenses, the Firm will charge separately for disbursements to third parties made on the City’s behalf. Such costs and disbursements include, for example, the following: travel related expenses, transcription, overnight delivery, and messenger services.

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.