

CITY OF SANTA ROSA
CITY COUNCIL

TO: MAYOR AND CITY COUNCIL
FROM: TERESA STRICKER, CITY ATTORNEY
SUBJECT: SECOND AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT NUMBER F002672 WITH GEARY, SHEA,
O'DONNELL, GRATTAN & MITCHELL P.C. FOR CONTINUED
LEGAL REPRESENTATION

AGENDA ACTION: RESOLUTION

RECOMMENDATION

It is recommended by the City Attorney that the Council, by resolution, approve the Second Amendment to Professional Services Agreement Number F002672 with Geary, Shea, O'Donnell, Grattan & Mitchell, P.C. increasing compensation by \$150,000, for a total contract amount not to exceed \$250,000, for continued legal representation in the matter of *Vannucci, et al. v. County of Sonoma, City of Santa Rosa, et al.*, United States District Court for the Northern District of California, Case 18-CV-01955-VC.

EXECUTIVE SUMMARY

The City entered into Professional Services Agreement Number F002672 with Geary, Shea, O'Donnell, Grattan & Mitchell, P.C. (Geary law firm) effective August 17, 2023 for representation in the matter of *Vannucci, et al. v. County of Sonoma, City of Santa Rosa, et al.*, United States District Court Northern District of California, Case 18-CV-01955-VC, (*Vannucci*) in an amount not to exceed \$100,000. A First Amendment was entered into to amend the Scope of Services to include representation of the City in *Cressy, et al. v. California Department of Transportation, City of Santa Rosa, et al.*, United States District Court, Northern District of California Case C23-05201-WHO (*Cressy*).

A Second Amendment is being brought to Council for approval for continued legal services in *Vannucci*. No further services are needed in *Cressy* as the case has now been dismissed.

BACKGROUND

Vannucci, originally served on the City of Santa Rosa in April 2018, concerns a Complaint for Declaratory Relief and Injunctive Relief related to homeless encampments within the City. Three individuals and an advocacy group known as Homeless Action! filed suit against Sonoma County, the County Community Development Commission, and the City, alleging a variety of claims, including that

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enforcement of camping ordinances against individuals experiencing homelessness was cruel and unusual punishment in violation of the 8th Amendment of the Constitution.

In 2019, the parties in *Vannucci* entered into a stipulated injunction related to the process by which enforcement of the City's camping ordinance could occur. Although the stipulated injunction expired in 2021, the City has continued to voluntarily comply with its terms.

As a result of attorney vacancies in the City Attorney's office that remain vacant to date, and the exceedingly large volume of documents involved in *Vannucci*, the case was transferred to outside legal counsel in August 2023 by the then-Interim City Attorney. Effective, August 17, 2023, the City entered into a Professional Services Agreement (Agreement) for legal representation in *Vannucci* by the Geary law firm and a First Amendment was entered into on December 6, 2023, to add legal representation in the *Cressy* matter, a separate lawsuit brought against CalTrans, Sonoma County and the City by individuals experiencing homelessness.

Substantial services have been rendered to date by the Geary law firm getting up to speed in *Vannucci* and defending the City in both cases. *Cressy* has now been dismissed. *Vannucci* has been stayed pending the United States Supreme Court's decision in *Grants Pass v. Johnson, et al.*, a case involving an 8th Amendment challenge to the enforcement of a camping ordinance in Grants Pass, Oregon.

PRIOR CITY COUNCIL REVIEW

Not applicable.

ANALYSIS

The City Attorney recommends that the Council approve a Second Amendment to the Agreement with the Geary law firm to add \$150,000 in compensation, for a total compensation amount not to exceed \$250,000 under the Agreement as amended. That funding level is anticipated to be sufficient for all legal services rendered to date in both *Vannucci* and *Cressy* as well as the ongoing legal services needed in *Vannucci* until the Supreme Court issues a decision in *Grants Pass*.

The City Attorney will return to Council after the Supreme Court rules in *Grants Pass* -- when it is clearer how the Court's decision will impact the *Vannucci* plaintiffs' 8th Amendment claims -- with a further recommendation to amend the Agreement to add the funding needed for representation of the City through trial on all remaining claims.

FISCAL IMPACT

The Second Amendment to the Professional Services Agreement will be funded through salary savings from current vacant Chief Assistant City Attorney and Assistant City Attorney positions within the City Attorney's Office.

ENVIRONMENTAL IMPACT

This action is exempt from the provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) and 15378 in that there is no possibility that the implementation of this action may have significant effects on the environment, and no environmental review is required.

BOARD/COMMISSION/COMMITTEE REVIEW AND RECOMMENDATIONS

Not applicable.

NOTIFICATION

Not applicable.

ATTACHMENTS

- Resolution / Exhibit A (Second Amendment to PSA F002672)

PRESENTER

Teresa Stricker, City Attorney