

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002773
WITH KRAMER WORKPLACE INVESTIGATIONS, A PROFESSIONAL CORPORATION**

This First Amendment to Agreement number F002773, dated March 5, 2024, ("Agreement") is made as of this __ day of _____, 2026, by and between the City of Santa Rosa, a municipal corporation ("City"), and Kramer Workplace Investigations, a professional corporation ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to conduct employment-related investigations and any required legal consulting services on an as-needed basis.
- B. City and Consultant now desire to amend the Agreement for the purpose of modifying the scope of services, increasing hourly rates of compensation as of effective June 1, 2025, and increasing compensation under the Agreement.
- C. Due to an administrative error, City and Consultant did not execute this amendment as intended in June 2025 and for that reason the agreed upon new hourly rates of compensation are effective retroactively to services rendered beginning June 1, 2025.

AMENDMENT

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

1. Section 1. Scope of Services

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

2. Section 2. Compensation for Legal Services

Exhibit B to the Agreement is replaced by Exhibit B-1 to this Amendment effective June 1, 2026.

3. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$150,000 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 tasks set forth above shall in no event exceed the sum of Two Hundred and Fifty Thousand Dollars and no cents (\$250,000). 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.

CONSULTANT:

Name of Firm: Kramer Workplace
Investigations

TYPE OF BUSINESS ENTITY (*check
one*):

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

Signatures of Authorized Person:

By: _____

Print Name: Karen Kramer

Title: Chief Financial Officer

By: _____

Print Name: Karen Kramer

Title: Chief Executive Officer

Attachments:
 Exhibit A-1 – Scope of Services
 Exhibit B-1 – Compensation for Legal Services

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name: Teresa
Stricker

Title: City Attorney

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

Exhibit A-1

Scope of Services

Employment Related Investigations and Consulting Services

Consultant agrees, upon request from City (on an “as needed” basis), to provide Employment Related Investigations and Consulting Services.

All work to be provided under this scope of services must be provided in a confidential manner.

Consultant may only communicate with designated representatives within the City and Departments regarding the nature and scope of the investigation; information and evidence collected; investigative findings; and investigative work products.

This agreement creates an attorney/client relationship between Consultant, its attorneys, and the City. On matters covered by this Agreement, Consultant will provide legal services to the City by conducting an impartial workplace investigation. Consultant will make factual findings utilizing its skills, knowledge and experience in doing so. The scope of this retention is limited, in that Consultant will not provide legal advice to the City regarding the scope of the investigation, the confidentiality of the investigation and/or how to admonish witnesses regarding confidentiality, or other legal matters related to the investigation, including but not limited to interim measures concerning witnesses, privacy issues, the duty to preserve evidence, wage and hour issues, and employment consequences, if any, for uncooperative witnesses. Furthermore, Consultant will not act as an advocate, provide advice to the City with respect to what employment action, if any, should be taken as a result of Consultant’s findings, or represent the City in any legal action or proceeding, including pre/post-investigation litigation strategy and advocacy with respect to responding to subpoenas, discovery requests, and/or actions of any kind, including motions to compel production of Consultant’s file(s) as well as any other legal issues that may arise during the course of the investigation or subsequent to the investigation.

It is understood that Consultant’s legal advice is the performance of the investigation itself and decisions made relating to the investigation, including whom to interview, what documents to review, and analyzing the facts as presented during the investigation. Consultant’s services are protected by the attorney/client and work product privileges unless the City waives the attorney/client privilege and Consultant waives the work product privilege.

A. Conduct Investigation

Without limitation, Consultant shall:

- 1) Meet with appropriate City attorneys, Human Resources staff, and department staff and discuss the allegations to be investigated;
- 2) Provide an investigative plan detailing the issues to be investigated, the anticipated number of witnesses to be interviewed, evidence to be collected and reviewed, and an estimated timeline for the investigation;

3) Determine most appropriate method(s) to be used for each investigation in conjunction with Human Resources, City Attorney, and/or department representatives;

4) Provide updates on the progress of the investigation, including any anticipated changes to the established timeline on a weekly basis or as requested by the City.

B. Report Findings

Without limitation, Consultant shall:

After completion of the investigation, submit a final written report, protected by the attorney-client privilege unless that privilege is waived by the City, which documents the entire investigative process and includes the following:

1) A summary of the allegation(s) and/or employee conduct being investigated;

2) The methodology utilized in conducting and the actions taken in furtherance of the investigation;

3) List and discuss individuals interviewed and provide an analysis of their credibility when appropriate;

4) Compile and analyze investigatory facts and evaluate their significance;

5) Thoroughly and completely discuss the findings and the basis therefor;

6) Provide supporting documentation such as transcriptions of recorded interviews, surveillance recordings, and any other substantiating evidentiary material that supports the conclusions and findings in the Report.

C. Other Requirements

Without limitation, Consultant shall:

1) Comply with all federal, state, and local laws, statutes, ordinances, rules and regulations in conducting all investigations;

2) Travel to locations, as needed, to conduct investigations;

3) After conclusion of the investigation, should a need arise for Consultant and its attorneys to respond to any subpoena, or otherwise provide testimony in connection with this matter, the City shall compensate Kramer Workplace Investigations at the attorney's hourly rate set forth in Exhibit B. The City shall compensate Consultant for the attorney's time expended responding to any subpoena, including document production, and preparing for testimony, in addition to the actual time spent testifying. The City will also represent Consultant's attorneys when testifying or, at the City's option, provide the attorneys with an attorney of their choice. Furthermore, the City shall be procedurally and financially responsible for addressing and responding to any subpoena, discovery request, and/or action of any kind, including a motion to compel production of Consultant's file(s) and any reasonable fee and/or cost attendant thereto.

Should the City expect Consultant to object to a subpoena for investigation file(s) and/or its attorney's testimony, the City will compensate Consultant for all reasonable attorney's fees incurred in responding to the subpoena and/or motion to compel production.

Exhibit B-1

Compensation For Legal Services

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

Fees for services provided to the City pursuant to this Agreement will be billed at the following rates effective June 1, 2025:

Services related to conducting a workplace investigation are:

Karen Kramer	\$445 per hour
Senior Associate Attorney	\$405 per hour
Associate Attorney	\$375 per hour

Post-investigation services, including testimony rates are:

Karen Kramer	\$545 per hour
Senior Associate Attorney	\$505 per hour
Associate Attorney	\$475 per hour

The hourly rate for Paralegal services, which may include document review and organization, and/or assistance with report-writing, is \$175 per hour. Law Clerks will be billed at \$150 per hour.

Statements for services will contain a description of the services performed, the date they were performed, and the time devoted to this matter. The foregoing hourly rates apply to all time spent reviewing the above-referenced matter, including, but not limited to, traveling to/from and conducting interviews; personal and telephone conferences; preparing, analyzing and reviewing correspondence; analyzing and reviewing documents; preparing reports and memoranda.

Consultant may incur various costs and expenses while performing legal services for the City. The City agrees to pay for these items in addition to fees for legal services. The costs, expenses, and in-house services may include, but will not necessarily be limited to, out-of-town travel expenses; messenger and other delivery services; photocopying and other reproduction services; transcription of audio-recorded interviews; and similar items. External costs and expenses will be charged at Consultant's cost. Consultant will not charge the City for word processing; overtime expenses associated with administrative personnel; local telephone charges; and similar items; and Consultant will not add a "handling" charge for costs and expenses incurred on Consultant's behalf. Consultant shall not be required to advance payment for major external expenses, which the City shall pay directly. Without prior written approval by the City, Consultant will not incur on the City's behalf any such major external expenses.

Mileage will be paid at the standard mileage rate as provided by the Internal Revenue Service at the time of travel.