
File ID: 2025-00946

5/13/2025

Item 3.

Supplement to Contract No. 2023-1618 with Dean Gazzo Roistacher, LLP for Legal Services

File ID: 2025-00946

Location: Citywide

Recommendation: Pass a **Motion** amending contract 2023-1618 by \$150,000 and authorizing the City Attorney to execute a supplemental contract with Dean Gazzo Roistacher, LLP in an amount not-to-exceed \$245,000 for litigation assistance.

Contact: Brett Witter, Assistant City Attorney, (916) 808-5346, bwitter@cityofsacramento.org, Office of the City Attorney

Presenter: None

Attachments:

1-Description/Analysis

2-Supplement to Contract 2023-1618

Description/Analysis

Issue Detail: Staff is seeking Council approval to execute a \$150,000 supplement to the current legal services agreement with Dean Gazzo Roistacher, LLP, for a total amount not to exceed \$245,000 for expenses associated with ongoing litigation. This increase is necessary to cover additional costs.

Policy Considerations: This supplemental contract funding is required to continue representation and defense of the City.

Economic Impacts: None.

Environmental Considerations: Contracting for outside legal services is an administrative activity that will not result in direct or indirect physical changes in the environment and is not a project subject to California Environmental Quality Act (CEQA) review. CEQA Guidelines section 15378 (b)(5).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Plaintiff Alexcia Ceja filed a lawsuit against the City regarding an automobile accident which involved a City employee. The City requires continued assistance of outside counsel in defense of this lawsuit.

Financial Considerations: There will be no additional impact to the General Fund.

Local Business Enterprise (LBE): Dean Gazzo Roistacher, LLP is an LBE.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Legal Services Agreement – Alexcia Ceja, et. al. v. City of Sacramento Date: 3/18/2025
Purchase Order #: n/a Supplemental Agreement No.: 2023-1618-01

The City of Sacramento ("City") and Dean Gazzo Roistacher, LLP ("Contractor"), as parties to that certain Legal Services Agreement designated as Agreement Number C2023-1618 including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

The scope of work has not changed. The parties are increasing the not-to-exceed amount of the contract to reflect the amount of work necessary to bring the litigation to conclusion.

2. The term of this agreement is amended as follows:

There is no change in the term of the agreement.

3. In consideration of the additional and/or revised services described in section 1 and 2, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased** by \$150,000.00, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$95,000.00</u>
Net change by previous supplemental agreements:	<u> </u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$95,000.00</u>
Increase by this supplemental agreement:	<u>\$150,000.00</u>
New not-to-exceed amount including all supplemental agreements:	<u>\$245,000.00</u>

4. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
5. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
6. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

[Signatures on Following Page]

SUPPLEMENTAL AGREEMENT

Approval Recommended By:

Andrea Velasquez

City of Sacramento

Approved As To Form By:

Brett Witter

[Brett Witter \(Mar 18, 2025 14:24 PDT\)](#)

City Attorney

Approved By:

Lee H. Roistacher

[Lee H. Roistacher \(Mar 18, 2025 10:27 PDT\)](#)

Lee Roistacher, Partner, Dean Gazzo Roistacher, LLP

Approved By:

Attested To By:

City of Sacramento

City Clerk

Approved By:

City Manager