
File ID: 2026-01323

8/18/2026

[Contract Supplement] Approval of Legal Services for Cherie Kindel v. City of Sacramento Litigation

File ID: 2026-01323

Location: Citywide

Recommendation: Pass a **Motion** authorizing the City Attorney or designee to execute supplemental contract No. 2023-0804 with Matheny Sears Linkert & Jamie LLP, for a new not-to-exceed amount of \$290,000.00, for litigation assistance in the lawsuit Cherie Kindel v. City of Sacramento.

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

Presenter: None

Attachments:

1-Description/Analysis

2-LSA: Supplement 1 to Contract 2023-0804

Description/Analysis

Issue Detail: CAO is seeking Council approval to supplement the current legal services agreement with Matheny Sears Linkert & Jamie LLP, in an amount not to exceed \$290,000.00, for expenses associated with the litigation entitled *Cherie Kindel v. City of Sacramento*. This amendment is necessary because the City's defense in this employment litigation has required significant legal services by Matheny Sears Linkert & Jamie LLP.

The City Attorney's Office maintains a pre-approved list of qualified outside counsel available to assist with litigation matters. Matheny Sears Linkert & Jamie LLP. has been selected as the most qualified firm to strongly represent and defend the City's interest in this lawsuit.

It is recommended that the Council authorize the City Attorney amend the contract for legal services with Matheny Sears Linkert & Jamie LLP. for a new amount not to exceed \$290,000.00.

Policy Considerations: This funding is required to secure representation and defense of the City in

this litigation.

Economic Impacts: Not applicable.

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 On December 5, 2022, Plaintiff, Cherie Kindel claims to have tripped and fallen on uneven pavement on her way into the Round Corner Tavern located at 2333 S Street and suffered injuries. Trial was continued by stipulation to March 29, 2027. The City requires the assistance of outside counsel in defense of the lawsuit.

Financial Considerations: There will be no impact to the City's General Fund. The City's defense is being paid out of the Risk fund.

Local Business Enterprise (LBE): Matheny Sears Linkert & Jamie LLP. is an LBE.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Legal Services Agreement – Kindel v. City of Sacramento
Purchase Order #: n/a

Date: 7/10/2026
Supplemental Agreement No.: 1

The City of Sacramento ("City") and Matheny Sears Linkert & Jaime LLP ("Contractor"), as parties to that certain Legal Services Agreement designated as Agreement Number 2023-0804 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 due to the additional work necessary to the complete litigation.

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 \$30,000.00, 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>\$ 0,000.00</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$ 95,000.00</u>
Increase by this supplemental agreement:	<u>\$195,000.00</u>
New not-to exceed amount including all supplemental agreements:	<u>\$290,000.00</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.

Approval Recommended By:


Brett Witter (Jul 28, 2026 10:03:17 PDT)

Brett M. Witter, Assistant City Attorney, City of Sacramento

Approved As To Form By:



Andrea Velasquez, Assistant City Attorney, City of
Sacramento

Approved By:



Jeffrey Levine, Partner
Matheny Sears Linkert & Jaime, LLP

Approved By:

Brett M. Witter, Assistant City Attorney, City of Sacramento

Attested To By:

City Clerk