

**FOURTEENTH AMENDMENT TO AGREEMENT
FOR ATTORNEY SERVICES
BETWEEN
THE CITY OF SAN JOSE
AND
HANSON BRIDGETT LLP**

This FOURTEENTH AMENDMENT is entered into this 3rd day of November, 2022, by the CITY OF SAN JOSE ("CITY"), a municipal corporation, and HANSON BRIDGETT LLP, a California limited liability partnership ("ATTORNEY").

RECITALS

WHEREAS, on May 21, 2012, CITY and ATTORNEY entered into an agreement entitled "Agreement for Attorney Services Between the City of San José and Hanson Bridgett, LLP" for legal services related to CITY's retirement plans ("AGREEMENT"); and

WHEREAS, between October 2, 2012 and July 29, 2022, CITY and ATTORNEY entered into amendments and continuation agreements to extend the term through June 30, 2023, expand the scope of services, revise the list of ATTORNEY staff and rates of compensation, make a clerical correction to the conflict of interest reporting requirements, and increase the amount of total compensation allowed to \$719,000; and

WHEREAS, CITY and ATTORNEY desire to further amend the amended and continued AGREEMENT to revise the list of personnel and hourly rates, with no increase in the amount of total compensation allowed;

NOW, THEREFORE, the parties agree to further amend the amended and continued AGREEMENT as follows:

SECTION 1. SEVENTH REVISED EXHIBIT C, “COMPENSATION” is amended to read as shown in EIGHTH REVISED EXHIBIT C, attached and incorporated into this Fourteenth Amendment.

SECTION 2. All of the terms and conditions of the amended and continued AGREEMENT not specifically modified by this Fourteenth Amendment shall remain in full force and effect.

SECTION 3. Unless otherwise prohibited by law or CITY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the CITY.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation



Approved as to Form:

Attorney
Kevin Fisher

Nora Frimann

Email: nora.frimann@sanjoseca.gov
Date: 11/03/2022 GMT

Kevin Fisher

Email: kevin.fisher@sanjoseca.gov
Date: 11/02/2022 GMT

By _____

NORA FRIMANN
City Attorney

KEVIN FISHER
Assistant City Attorney

“ATTORNEY”

HANSON BRIDGETT LLP, a California limited liability partnership

Judith Boyette

Email: jboyette@hansonbridgett.com
Date: 11/01/2022 GMT

By _____

JUDITH BOYETTE
Partner

EIGHTH REVISED EXHIBIT C
COMPENSATION

- A. The CITY agrees to compensate ATTORNEY for professional services performed in accordance with the terms and conditions of this AGREEMENT, at the hourly rates listed below.

Name/Title	Hourly Rate
Judy Boyette, Partner (20+ years)	\$610.00
Raymond F. Lynch, Partner (20+ years)	\$610.00
Fred Weil, Partner (20+ years)	\$610.00
Alison Wright, Partner (20+ years)	\$610.00
Nancy Hilu, Partner	\$545.00
Christopher Karachale, Partner	\$545.00
Other Tax/Employee Benefits Partners	\$545.00
Senior Counsel	\$480.00
Associates	\$395.00
Paralegals	\$260.00

The parties agree that the rates and/or personnel set forth herein may be changed without formal amendment to this AGREEMENT. ATTORNEY shall submit any proposed changes and/or additions to the fee schedule to the City Attorney. The City Attorney must affirmatively accept said modifications in writing before it becomes binding under the terms of this AGREEMENT.

- B. For all professional services performed in accordance with the terms and conditions of this AGREEMENT, the CITY shall reimburse ATTORNEY for actual out-of-pocket costs and expenses reasonably incurred in connection with providing to CITY the services, including, but not limited to, the following:

Item	Cost
Courier (outside)	Cost
UPS	Cost
Filing Fees	Cost
Messenger (external)	Cost
Photocopying:	
In-house copying	\$.20 per page/b&w
Outside services	Cost
Postage (for large mailings)	Cost
Travel Expenses (including hotel), if approved in advance by the City Attorney or his or her designee.	Cost

- C. The maximum amount of compensation to be paid to ATTORNEY under this AGREEMENT, including both payment for professional services and reimbursable expenses, shall not exceed SEVEN HUNDRED NINETEEN THOUSAND DOLLARS (\$719,000.00). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.