

**EIGHTH AMENDMENT TO AGREEMENT
FOR SUBPOENA AND PROCESS SERVICES
BETWEEN
THE CITY OF SAN JOSE
AND
QUEST DISCOVERY SERVICES, INC.**

THIS EIGHTH AMENDMENT TO AGREEMENT is made and entered into on
Oct 29, 2021, by and between the CITY OF SAN JOSE, a municipal
corporation (hereinafter "CITY"), and QUEST DISCOVERY SERVICES, INC., a
Delaware corporation authorized to conduct business in California (hereinafter
"CONTRACTOR").

RECITALS

WHEREAS, on December 22, 2014, CITY and CONTRACTOR entered into an
agreement entitled "Agreement for Subpoena and Process Services Between the City of
San José and Quest Discovery Services, Inc." ("AGREEMENT"); and

WHEREAS, between July 27, 2015 and July 26, 2021, CITY and CONTRACTOR
executed seven amendments and continuations to the AGREEMENT to extend the term
through December 31, 2021 and increase the amount of compensation to \$159,000;
and

WHEREAS, CITY and CONTRACTOR desire to further amend the amended and
continued agreement to extend the term through June 30, 2022, with no increase in the
total maximum compensation amount;

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

SECTION 1. The term of the AGREEMENT, originally January 1, 2015 to December 31, 2015 and extended through December 31, 2021, is extended for the period of January 1, 2022 through June 30, 2022 (“Fourth Extension Period”).

SECTION 2. SECTION 4, “COMPENSATION” is amended to read as follows:

- “A. The compensation to be paid to CONTRACTOR during the Initial Term, Additional Terms, and Extension Periods, including both payment for professional services and reimbursable expenses, shall not exceed the following amounts:
1. Initial Term (01/01/2015 – 12/31/2015): Twenty-Five Thousand Dollars (\$25,000)
 2. Additional Terms and Extension Periods (01/01/2016 – 06/30/2022): One Hundred Thirty-Four Thousand Dollars (\$134,000)
- The rate and schedule of payment is set out in SEVENTH REVISED EXHIBIT C, entitled “COMPENSATION”, which is attached hereto and incorporated herein.
- B. The amount of compensation to be paid to CONTRACTOR during any Additional Terms, including both payment for professional services and reimbursable expenses, is subject to appropriation of funds by CITY.
- C. CONTRACTOR agrees that in the performance of this AGREEMENT, CONTRACTOR shall adhere to City Council Policy 1-19, the following provisions of which are made applicable to this AGREEMENT:
1. It is the policy of the CITY that CITY’s funds should not be used for the purchase of single-serving bottled water.
 2. The following circumstances shall constitute exceptions to City Council Policy 1-19:
 - a. Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services.

- b. High risk of cross-contamination with non-potable water.
 - c. Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water may need to be distributed for health and safety reasons.
3. CONTRACTOR acknowledges and agrees that an invoice seeking reimbursement from CITY for the cost of single-serving bottled water under the exception referenced above in Subsection 2 (c) must be accompanied by a waiver form provided by CITY and signed by the department head of the CITY department administering this AGREEMENT.”

SECTION 3. All of the terms and conditions of the amended and continued AGREEMENT not specifically modified by this Eighth Amendment shall remain in full force and effect.

SECTION 4. 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



Nora Frimann
By [Nora Frimann \(Oct 29, 2021 13:51 PDT\)](#)

DIANA YUAN
Deputy City Attorney

NORA FRIMANN
City Attorney

“CONTRACTOR”

QUEST DISCOVERY SERVICES, INC., a
Delaware corporation authorized to conduct
business in California

R. Newton Ross III
By [R. Newton Ross III \(Oct 29, 2021 12:37 CDT\)](#)

NEWTON ROSS
Chief Operating Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0B29370 1-205-581-3330 Edgewood Partners Insurance Center (EPIC) [Alabama Branch - Branch ID 15491] 2720 3rd Avenue South Suite 100 Birmingham, AL 35233 Crawford E McInnis	CONTACT NAME: Alex Russell PHONE (A/C, No, Ext): 205-581-3331 FAX (A/C, No): 205-250-1173 E-MAIL ADDRESS: alex.russell@epicbrokers.com														
INSURED Quest Discovery Services, Inc. 170 E. Arrow Hwy San Dimas, CA 91773	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: HARTFORD UNDERWRITERS INS CO</td> <td>30104</td> </tr> <tr> <td>INSURER B: TRUMBULL INS CO</td> <td>27120</td> </tr> <tr> <td>INSURER C: HARTFORD CAS INS CO</td> <td>29424</td> </tr> <tr> <td>INSURER D: ALLIED WORLD ASSUR CO US INC</td> <td>19489</td> </tr> <tr> <td>INSURER E: ASCOT INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: HARTFORD UNDERWRITERS INS CO	30104	INSURER B: TRUMBULL INS CO	27120	INSURER C: HARTFORD CAS INS CO	29424	INSURER D: ALLIED WORLD ASSUR CO US INC	19489	INSURER E: ASCOT INSURANCE COMPANY		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: 61307609** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	21UUNDE6380	02/01/21	02/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	21UUNDE6380	02/01/21	02/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			21RHUDE6403	02/01/21	02/01/22	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	21WBAE9TRT	02/01/21	02/01/22	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	E&O & Cyber			0312-7136	02/01/21	02/01/22	Aggregate 5,000,000
E	Cyber Tech E&O 2nd Layer			EOXS2110000473-01	02/01/21	02/01/22	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See Attached Additional Wording

CERTIFICATE HOLDER

City of San Jose

200 East Santa Clara Street, 16th Floor

San Jose, CA 95113-1905

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
01/29/2021

NAME OF INSURED: Quest Discovery Services, Inc.

Additional Description of Operations/Remarks from Page 1:

Certificate holder is named as additional insured as respects to General and Auto Liability (on a primary and non-contributory basis) as required by written contract; Excess is follow form; Waiver of subrogation is issued in favor of certificate holder as respects to General Liability, Auto Liability and Workers Compensation as required by written contract; All policies contain a 30 day notice of cancellation (10 for non-pay) subject to policy terms and conditions

Additional Information:

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment

Type of Contract: Professional Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 650242-012

Contractor: Quest Discovery Services, Inc.

Address: 981 Ridder Park Drive San Jose, CA 95131

Phone: 909.445.8060

Email: Mason.Ross@Ontellus.com

Contract Description: Eighth Amendment to Agreement for subpoena services in connection with confidential legal matters pending in the Office of the City Attorney.

Term Start Date: 01/01/2015 Term End Date: 06/30/22 Extension: Yes

Method of Procurement: RFQ RFB, RFP or RFQ No.: 19488 Date Conducted: 09/16/2014

Agenda Date (if applicable): _____

Agenda Item No.: _____

Resolution No.: _____

Ordinance No.: _____

Original Contract Amount: \$159,000

Amount of Increase/Decrease: _____

Option #: ___ of ___ Option Amount: _____

NTE/Updated Contract Amount: _____

Fund/Appropriation: 001-44000050-4052

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: No

Tax Certificate No.: 5308271210

Expiration Date: _____

Department: Attorney (44)

Department Contact: Kara Lamm

Customer (Finance Only): _____

Notes:

Department Director Signature:  Oct 29, 2021
Nora Frimann (Oct 29, 2021 13:51 PDT) _____ Date

Office of the City Manager Signature: _____ Date