

☐ First

Amendment to Standard City of San José Legal Services Agreement

☐ Second

Attorney's Name: Gatzke Dillon & Balance LLP

☒ Seventh

(Standard Agreement AC No. 662857)

This Amendment is made and entered into this 20th day of July, 2023. The City and Attorney amend the above-referenced agreement as set forth herein.

1. Capitalized words in this Amendment have the same meaning as in the Agreement.
 2. The provisions of this Agreement (including any previous amendments) not modified by this Amendment remain in full force and effect.
 3. The provisions of this Amendment are effective upon execution of the Amendment by both parties.
 4. ☐ **Agreement Term:** Section 2 is amended to extend the expiration date from _____ to _____.
 5. ☒ **Maximum Total Compensation:** Subsection 10.1 is amended to ☒ Increase ☐ Decrease the Maximum Total Compensation from \$100,000 to \$150,000.00.
 6. ☐ **Agreement Section(s):** Section(s) _____ is/are amended to read as set forth in Attachment A of the Amendment.
 7. ☐ **Scope of Basic Services – Exhibit A:** The ☐ original ☐ First Revised ☐ Second Revised Exhibit A is amended to read as set forth in the attached ☐ First ☐ Second ☐ Third Revised Exhibit A, which is incorporated by reference into this Amendment.
 8. ☐ **Compensation – Exhibit B:** The ☐ original ☐ First Revised ☐ Second Revised Exhibit B is amended to read as set forth in the attached ☐ First ☐ Second ☐ Third Revised Exhibit B, which is incorporated by reference into this Amendment.
 9. ☐ **Additional Services:** The Attorney is authorized to perform the Additional Services set forth in the attached Additional Services Exhibit, which is incorporated by reference into this Amendment.
-

This Amendment is executed by the authorized representatives of the City and Attorney as follows:

City of San José

By

Nora Frimann

Email: nora.frimann@sanjoseca.gov
Date: 07/20/2023 GMT

Name: Nora Frimann
Title: City Attorney

Attorney

By

Lori Ballance

Email: lbalance@gdandb.com
Date: 07/19/2023 GMT

Name: Lori Ballance
Title: Partner

Approval as to Form (City Attorney):

☐ **Form Approved by the Office of the City Attorney.**

(Maximum Total Compensation, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

☒ **Approved as to Form:**

Attorney
Jon Calegari

Jon Calegari

Email: jon.calegari@sanjoseca.gov
Date: 07/20/2023 GMT

Name: Jon Calegari
Title: Senior Deputy City Attorney

☒ **First** ☐ **Second** ☐ **Third** **Revised Exhibit B: Compensation**

This revised Exhibit B is an attachment to the ☐ **First** ☐ **Second** ☒ **Seventh** amendment to the Agreement.

Section 1 – Compensation Table

Part 1 – Compensation for Basic Services						
Column 1	Column 2		Column 3			Column 4
Task Nos.	Basis of Compensation		Invoice Period			Compensation
1	☒ Time & Materials	☐ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$145,000
	☐ Time & Materials	☐ Fixed Fee	☐ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$
	☐ Time & Materials	☐ Fixed Fee	☐ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$
Part 2 – Reimbursable Expenses						
☐ No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			☒ Expenses are separately reimbursable in accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is:			\$5,000.00
Part 3 – Subconsultant Costs						
☒ The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are not separately compensable.			☐ Subconsultant costs are separately compensable in accordance with Subsection 10.6 of the Agreement. The maximum amount of compensation for subconsultant costs is:			\$
Part 4 – Additional Services						
☒ No money is budgeted for Additional Services, and the Director cannot authorize any Additional Services.			☐ The Director may authorize the Attorney to perform Additional Services up to the following maximum amount:			\$
Maximum Total Compensation (sum of Parts 1 through 4):						\$150,000

Section 2 – Schedule of Rates and Charges

- ☐ **Omitted.** No Schedule of Rates and Charges is included because the City will not be compensating the Attorney for any Basic Services on a “time & materials” basis.
- ☒ The following is the Schedule of Rates and Charges applicable to this Agreement:

Partners:

Lori Ballance: \$395.00/hour
David Hubbard: \$395.00/hour
Danielle Marone: \$375.00/hour

Senior Associates:

Kimberly Foy: \$325.00/hour
Michael Masterson: \$325.00/hour

Paralegals: \$225.00/hour