

**First**                      **Amendment to Standard City of San José Vendor Agreement**

**Second**

Vendor's Name: Compex Legal Services, Inc.

**Third**

**(Standard Agreement AC No. 665731)**

This Amendment is made and entered into on Nov 3, 2021. The City and Vendor amend the above-reference agreement as set forth herein.

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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 December 31, 2021 to June 30, 2022.
  5.  **Maximum Total Compensation:** Subsection 10.1 is amended to  Increase  Decrease the Maximum Total Compensation from \$32,000 to \$44,000.
  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 Vendor is authorized to perform the Additional Services set forth in the attached Additional Services Exhibit, which is incorporated by reference into this Amendment.
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**This Amendment is executed by the authorized representatives of the City and Vendor as follows:**

**City of San José**

By *Nora Frimann* Nov 3, 2021  
Nora Frimann (Nov 3, 2021 14:40 PDT)

Name: Nora Frimann **Date**  
Title: City Attorney

**Vendor**

By *Anthony Bazarro* Nov 2, 2021  
Anthony Bazarro (Nov 3, 2021 23:21 EDT)

Name: Anthony Bazarro **Date**  
Title: Executive Vice President

**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:**

By *Ryan Stearns* Nov 3, 2021  
Ryan Stearns (Nov 3, 2021 14:19 PDT)

Name: Ryan Stearns **Date**  
Title: Chief Financial Officer

\_\_\_\_\_  
[Sr.] Deputy City Attorney **Date**

First

Second

## Revised Exhibit A: Scope of Basic Services

Third

This revised Exhibit A is an attachment to the  First  Second  Third amendment to Agreement.

The tasks set forth in the original Exhibit A, or in any previous amendment to the original Exhibit A, are amended as follows:

**Task No. 1, entitled "Document subpoena and record retrieval services," is amended to read as follows:**

- A. Services:** Vendor shall provide process serving and business records subpoena services in connection with confidential legal matters pending in the Office of the City Attorney as directed by the City Attorney or his designee. These services may include, but are not limited to:
1. Process serving and business records subpoena service within Santa Clara County
  2. Process serving and business records subpoena service in remainder of California
  3. Process serving and business records subpoena service out of state
  4. Additional location
  5. Authorization service
  6. Subpoena preparation, including copying and pick-up
  7. Delivery of subpoena/authorization
  8. Rush processing
  9. Amended subpoena
  10. Research bad address/skip tracing
  11. Witness fee
  12. Advanced fee to deponents
  13. Additional notices
  14. Page numbering
  15. Bates stamping/labeling
  16. Formatting medical records, including inserting tabs
  17. X-ray Processing and inventory
  18. X-ray duplication
  19. CD/DVD duplication
  20. Pick-up and delivery of x-rays
  21. Delivery of x-rays to third party
  22. Notice to opposing counsel
  23. Certificate of no records
  24. Additional records provided at a later date
  25. Confidentiality and non-disclosure agreements with all employees

Services will be performed upon request by an employee of the City Attorney's Office throughout the term of this Agreement, pursuant to a schedule for each job as directed by the employee of the City Attorney's Office.

Vendor shall provide telephonic customer service to the City Attorney's Office as needed.

Service Request Form: City prefers an electronic service request form (which can be received by Vendor via computer transmission) for City to provide instructions with respect to each job requested (either via a secured internet portal or fillable pdf form).

**B. Deliverable:** Documents as appropriate based on the specifications for each job requested by the City.

**C. Completion Time:** The Vendor must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

On or before the following date: June 30, 2022.

On or before \_\_\_\_ Business Days from \_\_\_\_\_.

First  Second  Third **Revised Exhibit B: Compensation**  
 This revised Exhibit B is an attachment to the  First  Second  Third 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	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$44,000
<b>Part 2 – Reimbursable Expenses</b>			
<input checked="" type="checkbox"/>	No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.	<input type="checkbox"/>	Expenses are separately reimbursable in accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is: N/A
<b>Part 3 – Subconsultant Costs</b>			
<input checked="" type="checkbox"/>	Subconsultant costs are <b>not</b> separately compensable. The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants.	<input type="checkbox"/>	Subconsultant costs are separately compensable in accordance with Subsection 10.6 of this Agreement. The maximum amount of compensation for subconsultant costs is: N/A
<b>Part 4 – Additional Services</b>			
<input checked="" type="checkbox"/>	No money is budgeted for Additional Services, and the City Attorney can not authorize any Additional Services.	<input type="checkbox"/>	The City Attorney may authorize the Vendor to perform Additional Services up to the following maximum amount: N/A
<b>Maximum Total Compensation (sum of Parts 1 through 4):</b>			\$44,000

**Section 2 – Schedule of Rates and Charges**

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

Services Provided	Standard Subpoena	VIP Subpoena
Basic Charge	\$41.00	\$42.00
Subpoena Preparation	\$14.50	Included
Subpoena Service	\$16.50	Included
Opposing Counsel Notice	\$9.50	Included
First Field Trip	\$17.00	Included
Additional Field Trips	\$17.00	Included
Location Expediting & Client Status Reports	\$4.50	Included
Check Advance Fee	\$3.75	Included
Shipping & Handling	\$10.00	\$8.00
Copying, Archiving & Production Charge per page	\$0.40	\$0.17
<b>Optional Services</b>		
Rush Charge		\$20.00
X-ray Handling Basic Charge		\$35.00
X-ray Per Film Handling Fee		\$2.00
X-ray Duplication Per film		\$15.00
X-ray Breakdown		\$15.00
Follow Up for Additional Records		\$19.00
Shipping & Handling (Additional Records)		\$9.00
Posting Records Online		\$7.00
Authorization Perfection Fee		\$3.00
Out of State		\$20.00

Compensation for services requested by the City, but not included in the rate schedule above may be added to the Schedule of Rates and Charges pursuant to written authorization by the City Attorney or the City Attorney’s designee.



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2022

DATE (MM/DD/YYYY)  
4/2/2021

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 have ADDITIONAL INSURED provisions or 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	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A : Employers Insurance Company of Wausau	NAIC # 21458
		INSURER B : Liberty Mutual Fire Insurance Company	23035
		INSURER C : Liberty Insurance Corporation	42404
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED 1476253  
Compex Legal Services, Inc.  
ARS Copy Services, LLC  
WCI Copper Parent, Inc.  
WCI Copper Merger Sub, Inc.  
325 Maple Avenue  
Torrance CA 90503

COVERAGES CERTIFICATE NUMBER: 16685999 REVISION NUMBER: XXXXXXXX

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.

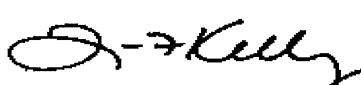
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TBC-Z91-4715-031	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-Z91-471586-021	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	Y	TH7-Z91-471586-051	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2-Z91-471586-011	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional insured in favor of The City of San José, its officers, employees, agents and contractors on the General Liability and Automobile Liability policies where and to the extent required by written contract. Waiver of Subrogation in favor of The City of San José, its officers, employees, agents and contractors on the General Liability, Automobile Liability, and Workers Compensation/EL policies where and to the extent required by written contract where permissible by law.

**CERTIFICATE HOLDER****CANCELLATION**

16685999  
 City of San José - Finance Department  
 Risk & Insurance  
 200 East Santa Clara St., 14th Floor  
 San José CA 95113

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  


# 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 # 665731 -003

Contractor: Compex Legal Services, Inc.

Address: 325 Maple Drive, Torrance, CA 90503

Phone: 408-960-5982

Email: sheryl.boardman@compexlegal.com

Contract Description: Third amendment to agreement for document subpoena and record retrieval services for the City Attorney's Office.

Term Start Date: 02/27/2020 Term End Date: 06/30/2022 Extension: Yes

Method of Procurement: Select one RFB, RFP or RFQ No.: \_\_\_\_\_ Date Conducted: \_\_\_\_\_

Agenda Date (if applicable): \_\_\_\_\_ Agenda Item No.: \_\_\_\_\_

Resolution No.: \_\_\_\_\_ Ordinance No.: \_\_\_\_\_

Original Contract Amount: \$32,000 Amount of Increase/Decrease: \$12,000

Option #: \_\_\_ of \_\_\_ Option Amount: \_\_\_\_\_ NTE/Updated Contract Amount: \$44,000

Fund/Appropriation: 001-44000050-4052


Form 700 Required (Selection mandatory for processing): No Revenue Agreement: No

Tax Certificate No.: 3665671210 Expiration Date: \_\_\_\_\_

Department: Attorney (44)

Department Contact: Kara Lamm Customer (Finance Only): \_\_\_\_\_

Notes:

Department Director Signature:  Nov 3, 2021  
Date

Office of the City Manager Signature: \_\_\_\_\_  
Date