

- First
- Second
- Third
- Fourth

Amendment to Standard City of San José Vendor Agreement

Vendor's Name: Compex Legal Services, Inc.

(Standard Agreement AC No. 665731)

This Amendment is made and entered into on May 4, 2022. The City and Vendor 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 \$44,000 to \$64,000.
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.

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

City of San José

Vendor

By *Nora Frimann*
Nora Frimann (May 4, 2022 09:46 PDT)

Name: Nora Frimann
Title: City Attorney

By *Anthony Bazarro*
Anthony Bazarro (May 2, 2022 13:39 PDT)

Name: Anthony Bazarro
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:

[Sr.] Deputy City Attorney

By *Tony Nichols*
Tony Nichols (May 3, 2022 16:36 PDT)

Name: Tony Nichols
Title: Chief Financial Officer

First Second Third Revised Exhibit B: Compensation

This revised Exhibit B is an attachment to the First Second Third Fourth 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	\$64,000
Part 2 – Reimbursable Expenses			
<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
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/>	Subconsultant costs are not 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
Part 4 – Additional Services			
<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
Maximum Total Compensation (sum of Parts 1 through 4):			\$64,000

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
Optional Services		
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.

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 # 665731-004

Contractor: Compex Legal Services, Inc.

Address: 325 Maple Drive, Torrance, CA 90503

Phone: 408-960-5982

Email: sheryl.boardman@compexlegal.com

Contract Description: 4th Amendment to Vendor 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: No

Method of Procurement: RFQ RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____ Agenda Item No.: _____

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: \$44,000 Amount of Increase/Decrease: \$20,000

Option #: ___ of ___ Option Amount: _____ NTE/Updated Contract Amount: \$64,000

Fund/Appropriation: 001-44000050-4052

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: No

Tax Certificate No.: 3665671210

Expiration Date: 09/15/22

Department: Attorney (44)

Department Contact: Kara Lamm Customer (Finance Only): _____

Notes:

Department Director Signature: *Nora Frimann* Nora Frimann (May 4, 2022 09:46 PDT) May 4, 2022
Date

Office of the City Manager Signature: _____
Date