

**First** **Amendment to Standard City of San José Legal Services Agreement**

**Second**

Attorney's Name: Ashurst LLP

**Third**

**(Agreement AC No. 667132)**

This Amendment is made and entered into this 7th day of December, 2021. The City and Attorney 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:** Subsection 2.1 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 \$75,000 to \$175,000.
  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 Attorney 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 Attorney as follows:**

**City of San José**

  
Nora Frimann (12/7/2021)  
Email: nora.frimann@sanjoseca.gov

By \_\_\_\_\_

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

**Attorney**

  
anna.hermelin@ashurst.com (12/6/2021)  
Email: anna.hermelin@ashurst.com

By \_\_\_\_\_


Name: Anna Hermelin **Date**  
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  
Kevin Fisher  
Assist City Attorney U  
kevin.fisher@sanjoseca.gov  
  
Kevin Fisher (12/7/2021)  
Email: kevin.fisher@sanjoseca.gov

\_\_\_\_\_  
Kevin Fisher **Date**  
Assistant City Attorney

- First**
- Second**
- Third**

**Revised Exhibit A: Scope of Basic Services**

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:

**1. A new Task 4 is added to be numbered and to read as follow:**

**“Task No. 4: RFP and Pre-Development Agreement Services**

**A. Services:** Attorney will provide RFP and Pre-Development Agreement drafting services including, but not limited to:

- drafting the RFP and related Appendices
- attending meetings and workshops
- participating in RFP workshops
- drafting Pre-Development Agreement
- reviewing draft ordinance and draft VTA MOU
- supporting the issuance of the RFP

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

- On or before the following date: Expiration Date of Agreement.
- On or before \_\_\_\_\_ Business Days from \_\_\_\_\_.”

**2. A new Task 5 is added to be numbered and to read as follow:**

**“Task No. 5: Bid Support Services**

**A. Services:** Attorney will provide bid support services including, but not limited to:

- responding to queries from proposers
- preparing for and attending one-on-one meetings
- preparing amendments to RFP and form of Pre-Development Agreement (if any)
- preparing final amendments to RFP and form of Pre-Development Agreement
- preparing evaluation guidelines and training
- assisting in initial responsibility/responsiveness review

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

- On or before the following date: Expiration Date of Agreement.
- On or before \_\_\_\_\_ Business Days from \_\_\_\_\_.”

**3. A new Task 6 is added to be numbered and to read as follow:**

**“Task No.6: Award Support Services**

**A. Services:** Attorney will provide award support services during the evaluation process through award, award signing and mobilization under the Pre-Development Agreement.

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

On or before the following date: Expiration Date of Agreement.

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
1-6	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$175,000
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: \$
Part 3 – Intentionally Omitted			
Part 4 – Additional Services			
<input checked="" type="checkbox"/>	No money is budgeted for Additional Services, and the Director cannot authorize any Additional Services.	<input type="checkbox"/>	The Director may authorize the Attorney to perform Additional Services up to the following maximum amount: \$
<b>Maximum Total Compensation</b> (sum of Parts 1 through 4):			\$175,000

**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:

Legal Services Agreement AC No. 667132  
Attorney Name: Ashurst LLP

Blended Hourly Rate: \$515 per hour.

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.

**Form Name:** Amendment to Legal Services Agreement  
Revised Exhibit B: Compensation  
**Form/File No.:** 1348130/T-32026  
**City Attorney Approval Date:** September 2016  
T-41748.001 /