

Standard City of San José Vendor Agreement

This Agreement is between the City of San José, a municipal corporation (“City”), and Compex Legal Services, Inc., a Delaware corporation authorized to do business in California (“Vendor”).

This Agreement is made and entered into on Jun 22, 2022 (“Contract Date”).

THE CITY AND VENDOR AGREE AS FOLLOWS:

1. AGREEMENT SCOPE

- 1.1 General:** This Agreement sets forth the terms and conditions under which the Vendor will provide subpoena services to the City.
- 1.2 Exhibits:** This Agreement consists of this agreement form and the following exhibits, which are incorporated herein by reference:
- Exhibit A:** Scope of Basic Services
 - Exhibit B:** Compensation
 - Exhibit C:** Insurance Requirements
 - Exhibit D:** Notice of Exercise of Option to Extend Agreement Form
- 1.3 City Attorney:** “City Attorney” means the City Attorney for the City of San José or the City Attorney’s designee.
- 1.4 Business Days:** “Business Day” and “Business Days” means the day(s) on which City Hall is open to conduct business.
- 1.5 Entire Agreement:** This Agreement is the final, complete and exclusive understanding of the parties as to the matters contained herein. It supersedes all prior communications and understandings regarding such matters.
- 1.6 Amendments:** This Agreement may be modified only by a written amendment executed by the parties.

2. AGREEMENT TERM

- 2.1 Initial Term:** The Agreement term is from July 1, 2022 to June 30, 2023, inclusive, unless terminated earlier pursuant to Section 19 below (“Initial Term”).
- 2.2 Optional Term:** After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to four (4) additional one-year terms, up through June 30, 2027.
- 2.2.1 Notice:** The City shall provide the Vendor with no less than thirty (30) calendar days’ prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit D for Notice of Exercise of Option to Extend Agreement Form.
 - 2.2.2 Appropriation of Funds Contingency:** The City’s funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. The

Vendor acknowledges that the City, a municipal corporation, is precluded by the California State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that any Option Term(s) is contingent upon the appropriation of funds by the City. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated. Despite the foregoing, the City shall pay Vendor for any services performed in accordance with this Agreement up to the date of termination.

3. SCOPE OF SERVICES

- 3.1 Basic Services:** “Basic Services” means the services set forth in **Exhibit A**. The Vendor must perform the Basic Services to the City Attorney’s satisfaction.
- 3.2 Additional Services:** “Additional Services” means the following: (a) services that are included in the Basic Services but exceed the specified level of the Basic Services, or (b) services that relate but are not included in the Basic Services.
- 3.2.1 Authorization:** The City will not compensate Vendor for any Additional Services without the City Attorney’s prior written authorization.
- 3.2.2 City Attorney’s Authorization:** The City Attorney may authorize the Vendor to perform Additional Services up to the cumulative, maximum amount set forth in **Exhibit B** for such services. The City Attorney must authorize the Vendor to perform Additional Services through a written amendment executed by both parties. The written amendment must set forth the scope of the Additional Services, the schedule for completing such services, and the amount and method of compensating the Vendor for such services. The City Attorney is authorized to execute the amendment for Additional Services for the City.

4. INTENTIONALLY OMITTED

5. CITY’S CONTRACT MANAGER

The City’s contract manager for this Agreement is:

Name: Tina Nasser	Phone No.: (408) 535-1924
Department: City Attorney’s Office	E-mail: tina.nasser@sanjoseca.gov
Address: City of San José 200 E. Santa Clara Street, 16th Floor San José, CA 95113	

The City Attorney can change the above contract manager by giving the Vendor written notice.

6. VENDOR’S STAFFING

- 6.1 Vendor’s Contract Manager and Other Staffing:** Identified below are the following: (a) the Vendor’s contract manager, and (b) the Vendor(s) and/or employee(s) of the Vendor who will be principally responsible for providing the Basic Services. If any individual identified below is required to file a Statement of Economic Interests, Form 700 (“Form 700”), and the individual

does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, the Vendor must comply with the requirements of Subsection 17.2 below.

<u>Vendor's Contract Manager</u>			<u>Required to File Form 700?</u>		
			Yes Already Filed (Insert Date Filed)	Yes Need to File	No
Name: Rich Ragan, Director of Major Accounts	Phone No.: (415) 515-6010 (direct) (800) 426-6739 (corporate)				X
Address: 325 Maple Ave Torrance, CA 90503	E-mail: rrr@compexlegal.com				
<u>Other Staffing</u>					
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>			
1.					
2.					
3.					

6.2 Contract Manager's Authority: The Vendor's contract manager is authorized to act on behalf of the Vendor.

6.3 Staffing Changes: The City Attorney's prior written approval is required for the Vendor to remove, replace or add to any of its staffing identified in this provision.

7. USE OF SUBCONSULTANTS

7.1 Authority to Use: Whichever of the following is marked applies to this Agreement:

- The Vendor **cannot** use any subconsultants without the City Attorney's prior written approval.
- The Vendor will use the following subconsultants for the specified areas of work. The Vendor cannot remove, replace or add to any of the subconsultants identified in this provision without the City Attorney's prior written approval.

Subconsultant's Name	Area of Work
1.	
2.	
3.	

- 7.2 **Subconsultant Work:** The Vendor warrants all services and deliverables provided by any subconsultants it uses, and represents that each such subconsultant is specially trained, experienced, and competent to perform its portion of the work.

8. INDEPENDENT CONTRACTOR

- 8.1 **General:** The Vendor has complete control over its operations and employees, and is an independent contractor. The Vendor is not an agent or employee of the City, and shall not represent or act as the City's agent or employee. The Vendor does not have any rights to retirement benefits or other benefits accruing to City employees, and expressly waives any claim it may have to any such rights.
- 8.2 **Subcontractors:** As an independent contractor, the Vendor has complete control over its subconsultants, subcontractors, suppliers, agents and any other person or entity with whom the Vendor contracts in furtherance of this Agreement (collectively "Subcontractors"). Subject to the requirements of Section 7 of this Agreement, the Vendor is solely responsible for selecting, managing and compensating its Subcontractors, and for ensuring they comply with this Agreement.
- 8.3 **Indemnity:** The Vendor shall place in each Subcontractor agreement indemnity obligations in favor of the City in the exact form and substance of those contained in Section 11 below.

9. STANDARD OF PERFORMANCE

The Vendor represents that it possesses all necessary training, licenses and permits needed to perform the Basic Services. The Vendor represents that its performance of the Basic Services will conform to the standard of practice of a professional that specializes in performing professional services of a like nature and complexity.

10. COMPENSATION

- 10.1 **Maximum Total Compensation:** The maximum amount the City will pay the Vendor for all professional fees, costs, charges and expenses related to performing Basic Services and any Additional Services is **\$50,000** ("Maximum Total Compensation").
- 10.2 **Intentionally Omitted.**
- 10.3 **Exhibit B - Compensation:** The City will pay the Vendor up to the Maximum Total Compensation in accordance with **Exhibit B**.
- 10.3.1 **Compensation Table:** **Exhibit B** sets forth a compensation table establishing the manner in which the City will pay the Maximum Compensation to the Vendor ("Compensation Table"). The Compensation Table is subject to the terms and conditions set forth below in Subsections 10.4 through 10.7.
- 10.3.2 **Schedule of Rates and Charges:** If the City will compensate the Vendor for any Basic Services on a time-and-materials basis, then **Exhibit B** also sets forth a schedule of the Vendor's rates and charges ("Schedule of Rates and Charges"). The Schedule of Rates and Charges is subject to the following requirements:
- 10.3.2.1 **Premium Pay:** "Premium Pay" is a special pay rate for working during times that are less desirable, such as weekends, holidays or late shifts. The City will not pay Vendor Premium Pay.

10.3.2.2 **No Increases:** The City will *not* increase the Schedule of Rates and Charges during the Agreement term.

10.3.2.3 **Conflict:** In the event of a discrepancy between this Section and the Schedule of Rates and Charges, this Section governs.

10.4 **Compensation Table – Part 1:** Part 1 of the Compensation Table addresses compensation for the various tasks included in the Basic Services. The following terms and conditions apply to Part 1 of the Compensation Table.

10.4.1 **Task Numbers (Column 1):** Column 1 sets forth the task number(s) for which the City will compensate the Vendor. Each task number corresponds to the same task number in **Exhibit A**. If a task number included in **Exhibit A** is not included in the Compensation Table, then the City will not compensate the Vendor separately for that task, and payment for such task is deemed included in the other task(s) for which the Vendor is receiving compensation.

10.4.2 **Basis of Compensation (Column 2):** Column 2 identifies whether the City will pay the Vendor for the task(s) on a time-and-materials basis or on a fixed-fee (lump-sum) basis.

10.4.3 **Invoice Period (Column 3):** Column 3 identifies when the Vendor must submit its invoice for payment. If invoicing is monthly, the Vendor must submit its invoice to the City by the 10th Business Day of each month for work completed during the previous month. If invoicing is upon the completion of a task or group of tasks, the Vendor must submit its invoice to the City Attorney within 20 Business Days following completion of the task(s) to the City Attorney's satisfaction. If invoicing is upon the completion of all work, the Vendor must submit its invoice to the City Attorney within 20 Business Days following completion of all work to the City Attorney's satisfaction.

10.4.3.1 **Invoice:** Each invoice must include sufficient information and supporting documents to establish to the City Attorney's satisfaction that the Vendor is entitled to the payment requested. The City will pay the undisputed portion of the invoice amount within 20 Business Days of the City Attorney's approval of such undisputed amount.

10.4.3.2 **Invoices Based on Time and Materials:** If time and materials is the basis of compensation, then the Vendor will base its invoice on the hours, professional fees, costs, and charges associated with the work completed during the invoice period. If the Vendor is entitled to reimbursable expenses and/or separate payment for subconsultant costs, the invoice will include such expenses and/or costs associated with the work completed during the invoice period. The City will compensate the Vendor in accordance with the Schedule of Rates and Charges included in **Exhibit B**.

10.4.3.3 **Monthly Invoices Based on Fixed Fee:** If the Vendor invoices monthly for a "fixed fee," then the Vendor will base its monthly invoice on the percentage of work completed during the previous month. If the Vendor is entitled to reimbursable expenses and/or separate payment for subconsultant costs, the invoice will include such expenses and/or costs incurred during the previous month.

10.4.4 **Compensation (Column 4):** Column 4 sets forth the total compensation the City will pay the Vendor for completing the task(s).

10.4.4.1 Time & Materials: If time and materials is the basis of compensation, then the amount in Column 4 is a “not-to-exceed” or maximum amount. Any hours worked for which payment would result in a total exceeding the amount in Column 4 is at no cost to the City. If the Vendor completes the task(s) for less than the amount set forth in Column 4, the City Attorney (in the City Attorney’s sole discretion) **may** use the cost savings to increase the budget of another task. The City Attorney must authorize such reallocation of cost savings in writing.

10.4.4.2 Fixed Fee: If “fixed fee” is the basis of compensation, then the Vendor must complete the task(s) for the amount set forth in Column 4. Any hours worked for which payment would result in a total exceeding the amount in Column 4 are at no cost to the City.

10.5 Compensation Table – Part 2: Part 2 of the Compensation Table indicates whether or not the City will reimburse the Vendor separately for expenses incurred in providing the work. The following terms and conditions apply if the City reimburses the Vendor separately for expenses.

10.5.1 Subconsultants: The cost of subconsultants is not treated as a reimbursable expense. Subsection 10.6 of this Agreement addresses payment for the cost of subconsultants.

10.5.2 Maximum Amount of Reimbursable Expenses: The City will reimburse the Vendor for expenses up to the maximum amount set forth in the last column of Part 2. Any expenses that the Vendor incurs in excess of the stated maximum are at no cost to the City.

10.5.3 Expenses That Are Reimbursable: Any reimbursement to the Vendor is limited to the expenses set forth below in the Reimbursable Expense Schedule. The City will reimburse these expenses at actual cost only unless a markup is specified.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Telephone and facsimile transmission charges.	No Markup
4.	The rental of any specialized equipment to the extent the City’s contract manager has preapproved, in writing, the cost of such rental.	As specified, not to exceed 10%
5.	With the written pre-authorization of the City’s contract manager, mileage and other travel-related expenses to the same extent that the City reimburses its employees pursuant to the Employee Travel Policy (City Policy Manual, Sections 1.8.2 and 1.8.3). The Vendor acknowledges that it has received a copy of Sections 1.8.2 and 1.8.3 and is familiar with these sections of the Employee Travel Policy.	No Markup
6.	Any other expenses expressly identified in Exhibit B as being reimbursable.	As specified, not to exceed 10%

- 10.6 Compensation Table – Part 3:** Part 3 indicates whether the City will compensate the Vendor separately for subconsultant costs incurred in providing any part of the services. If the City will compensate the Vendor for subconsultant costs, the City will do so in accordance with the following terms and conditions.
- 10.6.1 Actual Costs:** The Vendor can invoice the City for no more than the actual cost of each subconsultant plus a specified markup not to exceed 5 percent.
- 10.6.2 Schedule of Rates and Charges:** Any subconsultant rates and charges set forth in the Schedule of Rates and Charges, if one is included in **Exhibit B**, must be the subconsultant's actual rates and charges exclusive of any markup. The City will compensate the Vendor in accordance with those rates and charges.
- 10.6.3 Maximum Amount:** The City will compensate the Vendor for all subconsultants in a total amount not to exceed the amount set forth in the last column of Part 3. Any additional subconsultant costs that the Vendor incurs in excess of the specified maximum amount are at no cost to the City.
- 10.7 Compensation Table – Part 4:** Part 4 sets forth the maximum compensation that the City Attorney can authorize for Additional Services in accordance with Subsection 3.2 above. Any Additional Services performed by the Vendor that would result in compensation exceeding this maximum amount is at no cost to the City.
- 10.8 Tax Forms Required:** The following are conditions on the City's obligation to process any payment pursuant to this Agreement:
- 10.8.1 U.S. Based Person or Entity:** If the Vendor is a U.S. based person or entity, the Vendor acknowledges and agrees that the Vendor is required to provide the City with a properly completed Internal Revenue Service Form W-9 before the City will process payment. If the Vendor is a U.S. based person or entity, but has neither a permanent place of business in California nor is registered with the California Secretary of State to do business in California, the Vendor acknowledges and agrees that the Vendor is required to provide the City with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income.
- 10.8.2 Non-U.S. Based Person or Entity:** If the Vendor is not a U.S. based person or entity, the Vendor acknowledges and agrees that the Vendor is required to provide the City with the applicable Internal Revenue Service form related to its foreign status and a California Franchise Tax Board form related to nonresident withholding before the City will process payment.

11. INDEMNIFICATION

- 11.1 Obligation:** The Vendor shall defend, indemnify and hold harmless the City and its officers, employees and agents against all claims, losses, damages, injuries, expenses or liabilities that – directly or indirectly, or in whole or in part - arise out of, pertain to, or relate to any of the following:
- The Vendor's negligent performance of all or any part of the Basic Services and any Additional Services; or
 - Any negligent act or omission, recklessness or willful misconduct of the Vendor, any of its Subcontractors, anyone directly or indirectly employed by either the Vendor or any of its Subcontractors, or anyone that they control; or

- Any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person(s) caused by the City's use of any services, deliverables or other items provided by the Vendor pursuant to the requirements of this Agreement; or
- Any breach of this Agreement.

11.2 Limitation on Obligation: The obligation in Subsection 11.1 above shall not apply to the extent that any claim, loss, damage, injury, expense or liability results from the sole negligence or willful misconduct of the City or its officers, employees or agents.

11.3 Duty to Defend: The Vendor's obligation in Subsection 11.1 above applies to the maximum extent allowed by law and includes defending the City, its officers, employees and agents as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Vendor, at its own expense, shall defend any suit or action that is subject to the obligation in Subsection 11.1 above.

11.4 Insurance: The City's acceptance of any insurance in accordance with Section 12 does not relieve the Vendor from its obligations under this Section 11. The Vendor's obligations under this Section 11 apply whether or not the insurance required by the Agreement covers any damages or claims for damages.

11.5 Survival: The Vendor's obligations under this Section 11 survive the expiration or earlier termination of the Agreement.

12. INSURANCE REQUIREMENTS

12.1 General: The Vendor shall comply with the insurance requirements set forth in **Exhibit C** for the Agreement term.

12.2 Documentation: Before performing any services, the Vendor must submit to the City's designated risk manager ("Risk Manager"), for the Risk Manager's written approval, all documents demonstrating compliance with the requirements of **Exhibit C**.

12.3 Changes: The Risk Manager may amend or waive, in writing, any of the requirements contained in **Exhibit C**.

13. OWNERSHIP OF WORK PRODUCT

13.1 Ownership: The City owns all rights in and to any of the following work product (including electronic equivalents) without restriction or limitation upon their use, and immediately when and as created by the Vendor or any other person engaged directly or indirectly by the Vendor to perform the Vendor's services pursuant to this Agreement: reports, drawings, plans, data, software, models, documents or other materials developed or discovered (collectively "Work Product").

13.2 Copyright: To the extent permitted by Title 17 of the United States Code, the Work Product is deemed a work for hire and all copyrights in such Work Product are the property of the City. In the event it is ever determined that any Work Product is not a work for hire under United States law, the Vendor hereby assigns to the City all copyrights to such works when and as created.

13.3 Intentionally Omitted.

- 13.4 **Vendor's Reuse:** With the City Attorney's prior written consent, the Vendor may retain and use copies of the Work Product for reference and as documentation of experience and capabilities.

14. DISCLOSURE OF WORK PRODUCT

- 14.1 **Prohibition:** Except as authorized by the City Attorney or as otherwise required by law, the Vendor shall not disclose any of the following to a third party: (a) Work Product, (b) discussions between the City and Vendor, or (c) information prepared, developed or received by the Vendor or any of its Subcontractors in the course of performing services pursuant to this Agreement.
- 14.2 **Notification:** The Vendor will immediately notify the City Attorney if it is requested by a third party to disclose any Work Product, discussions or information that the Vendor is otherwise prohibited from disclosing.
- 14.3 **Limit on Prohibition:** The prohibition in Subsection 14.1 above does not apply to disclosures between the Vendor and its Subcontractors that are needed to perform the Basic Services.
- 14.4 **Survival:** This Section 14 survives the expiration or earlier termination of this Agreement.

15. AUDIT/INSPECTION OF RECORDS

- 15.1 **Retention Period:** The Vendor shall retain the following records (collectively "Records") for a minimum of 3 years from the date of the City's final payment to the Vendor under this Agreement or for any longer period required by law:
- All ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to the Vendor's charges for performing services, or to the Vendor's expenditures and disbursements charged to the City; and
 - All Work Product and other records evidencing Vendor's performance.
- 15.2 **Producing Records:** At any time during the Agreement term or during the period of time that the Vendor is required to retain the Records, the City Manager, the City Attorney, the City Auditor, or a designated representative of any of these officers may request, in writing, production of all or a portion of the Records. The Vendor shall produce the requested Records at City Hall during normal business hours, or at any other location and time mutually agreed upon by the parties. The Vendor shall produce the requested Records at no cost to the City.
- 15.3 **State Auditor:** In accordance with Government Code Section 8546.7, the Vendor may be subject to audit by the California State Auditor with regard to the Vendor's performance of this Agreement if the compensation under this Agreement exceeds \$10,000.

16. NON-DISCRIMINATION/NON-PREFERENCE

- 16.1 **Prohibition:** The Vendor shall not discriminate against, or grant preferential treatment to, any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin. This prohibition applies to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.
- 16.2 **Intentionally Omitted.**

- 16.3 Subcontracts:** The Vendor shall include Subsection 16.1 of this Agreement in each subcontract that it enters into in furtherance of this Agreement.

17. CONFLICT OF INTEREST

- 17.1 General:** The Vendor represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Vendor certifies that, as of the Contract Date, it was unaware of any facts constituting a conflict of interest or creating an appearance of a conflict of interest. The Vendor shall avoid all conflicts of interest or appearances of conflicts of interest in performing this Agreement. The Vendor has the obligation of determining if the manner in which it performs any part of this Agreement results in a conflict of interest or an appearance of a conflict of interest, and shall immediately notify the City in writing if it becomes aware of any facts giving rise to a conflict of interest or the appearance of a conflict of interest.
- 17.2 Filing Form 700:** In accordance with the California Political Reform Act (Government Code Section 81000 et seq.), the Vendor shall cause each person performing services under this Agreement, and identified as having to file a Form 700 to do each of the following:
- Disclose the categories of economic interests in Form 700 as required by the City Attorney;
 - Complete and file the Form 700 no later than 30 calendar days after the person begins performing services under this Agreement and all subsequent Form 700s in conformance with the requirements specified in the California Political Reform Act; and
 - File the original Form 700 with the City's Clerk with a copy submitted to the City Attorney.
- 17.3 Future Services:** The Vendor acknowledges each of the following with regard to performing future services for the City:
- The Vendor's performance of the services required by this Agreement may create an actual or appearance of a conflict of interest with regard to the Vendor performing or participating in the performance of some related **future** services, particularly if the services required by this Agreement comprise one element or aspect of a multi-phase process or project;
 - Such an actual or appearance of a conflict of interest would be a ground for the City to disqualify the Vendor from performing or participating in the performance of such future services; and
 - The Vendor is solely responsible for considering what potential conflicts of interest, if any, performing the services required by this Agreement might have on its ability to obtain contracts to perform future services.

18. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

- 18.1 General:** The Vendor shall perform its obligations under the Agreement in conformance with City Council Policy 1-19, entitled "Prohibition of City Funding for Purchase of Single Serving Bottled Water," and City Council Policy 4-6, entitled "Environmentally Preferable Procurement Policy."
- 18.2 Prohibition of City Funding for Purchase of Single Serving Bottled Water:** The City's policy is that City funds should not be used for the purchase of single-serving bottled water except for any of the following:

- Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services;
- Situations where there is a high risk of cross-contamination with non-potable water; or
- Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water need to be distributed for health and safety reasons.

An invoice seeking reimbursement from City for the cost of single-serving bottled water under one of the above exceptions must be accompanied by a waiver form provided by the City and signed by the City Attorney.

18.3 Environmentally Preferable Procurement Policy: The Environmentally Preferable Procurement Policy, along with a brief policy description, is located on the City's website at the following link: <https://www.sanjoseca.gov/your-government/environment/business-school-resources/for-schools/environmentally-preferable-procurement>. Environmental procurement policies and activities related to the completion of Vendor's work will include, whenever practicable, but are not limited to:

- The use of recycled and/or recyclable products in daily operations (i.e. 30%, 50%, 100% PCW paper, chlorine process free, triclosan free hand cleaner, etc.);
- The use of Energy-Star Compliant equipment;
- The use of alternative fuel and hybrid vehicles, and implementation of protocols aimed at increasing the efficiency of vehicle operation;
- The implementation of internal waste reduction and reuse protocol(s); and
- Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products.

19. TERMINATION

19.1 For Convenience: The City Attorney may terminate this Agreement at any time and for any reason by giving the Vendor written notice of the termination. The written notice must set forth the effective date of the termination, which must be at least 7 Business Days' after the date of the written notice.

19.2 For Cause: The City Attorney may terminate this Agreement immediately upon written notice for any material breach by the Vendor. If the City Attorney terminates the Agreement for cause and obtains the same services from another vendor at a greater cost, the Vendor is responsible for such excess cost in addition to any other remedies available to the City.

19.3 Delivery of Work: If the City Attorney terminates the Agreement – whether for convenience or for cause – the City Attorney has the option of requiring the Vendor to provide to the City any finished or unfinished Work Product prepared by the Vendor up to the date of Vendor's receipt of the written notice of termination.

19.4 Compensation: The City will pay the Vendor the reasonable value of services satisfactorily rendered by the Vendor to the City up to the date of Vendor's receipt of the written notice of termination. For services to be "satisfactorily rendered," the City Attorney must determine that the Vendor provided them in accordance with the terms and conditions of this Agreement. The City

Attorney will determine the reasonable value of satisfactorily rendered services based on the Compensation Table and any Schedule of Rates and Charges attached to this Agreement.

- 19.5 Receipt of Notice:** For purposes of this provision, the Vendor's receipt of the written notice of termination will be determined based on the date of actual receipt or based on Subsection 20.2 below, whichever occurs first.

20. NOTICES

- 20.1 Manner of Giving Notice:** All notices and other communications required by this Agreement must be in writing, and must be made via e-mail, personal service or United States mail, postage prepaid.
- 20.2 When Effective:** A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally served is effective when personally delivered. A notice or other communication that is mailed is effective 3 calendar days after deposit in the United States mail.
- 20.3 To Whom Given:** All notices and other communications between the parties regarding the Agreement must be given to the individuals identified below using the appropriate contact information for giving notice:

To the City: City of San José
 City Attorney's Office
 Attn: Legal Services Administrator
 200 East Santa Clara Street, 16th Floor
 San José, CA 95113-1905
 (408) 535-1900

To the Vendor: Compex Legal Services, Inc.
 Attn: Rich Ragan, Director of Major Accounts
 325 Maple Ave.
 Torrance, CA 90503
 (415) 515-6010
 rrr@compexlegal.com

- 20.4 Changing Contact Information:** Either party may change its contact information for receiving written notices and communications regarding the Agreement by providing notice of such change to the other party pursuant to this Section 20.

21. MISCELLANEOUS

- 21.1 Gifts Prohibited:** The Vendor represents that it is familiar with Chapter 12.08 of the San José Municipal Code, which generally prohibits a City officer or designated employee from accepting any gift. The Vendor shall not offer any City officer or designated employee any gift prohibited by Chapter 12.08. The Vendor's violation of this Subsection 21.1 is a material breach.
- 21.2 Disqualification of Former Employees:** The Vendor represents that it is familiar with Chapter 12.10 of the City's Municipal Code, which generally prohibits a former City officer and a former designated employee from providing services to the City connected with his/her former duties or official responsibilities. The Vendor shall not use either directly or indirectly any officer, employee or agent to perform any services if doing so would violate Chapter 12.10. The Vendor's violation of this Subsection 21.2 is a material breach.

- 21.3 Waiver of a Violation:** The City's waiver of any violation of this Agreement by the Vendor is not a waiver of any other violation by the Vendor.
- 21.4 Acceptance of Services Not a Waiver:** The City's acceptance of any service or deliverable is not a waiver or release of any professional duty of care applicable to such service or deliverable, or of any right of indemnification, any insurance requirements, or any other term or condition of this Agreement.
- 21.5 Compliance with Laws:** The Vendor shall perform all services consistent with all applicable federal, state and local laws, ordinances, codes and regulations. This obligation is not limited in any way by the Vendor's obligation to comply with any specific law, ordinance, code or regulation set forth elsewhere in this Agreement.
- 21.6 Business Tax:** The Vendor represents and warrants that it currently has a City business tax certificate or exemption, if qualified, and will maintain such certificate or exemption for the Agreement term.
- 21.7 Assignability:** Except to the extent this Agreement authorizes the Vendor to use subconsultants, the Vendor shall not assign any part of this Agreement without the City Attorney's prior written consent. The City Attorney, at the City Attorney's discretion, may void this Agreement if a violation of this provision occurs.
- 21.8 Governing Law:** California law governs the construction and performance of this Agreement.
- 21.9 Disputes:** Any litigation resulting from this Agreement will be filed and resolved by a federal or state court in California.
- 21.10 Survival of Provisions:** If a court finds any part of this Agreement unenforceable, all other parts shall remain enforceable.
- 21.11 Headings:** The section and exhibit headings are for convenience only and are not to be used in its construction.
- 21.12 Execution in Counterparts:** This Agreement may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 21.13 Use of Electronic Signatures:** 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.

IN WITNESS WHEREOF, the City and Vendor have caused this Agreement to be executed by their respective duly authorized representatives as follows.

NOTE: The Vendor must make one of the following representations by placing its initials in the space provided. **The City will not process this Agreement unless the Vendor has initialed one of the provisions.**

X The Vendor certifies that the Vendor has a permanent place of business in California or is registered with the California Secretary of State to do business in California. The Vendor will file a California tax return and withhold on payments of California source income to nonresidents when required. If the Vendor ceases to have a permanent place of business in California or ceases to do any of the above, the Vendor will promptly notify the City at the address specified in Subsection 20.3 of this Agreement.

Or

_____ If the Vendor is unable to make the above certification, the Vendor acknowledges and agrees to provide the City with the applicable tax forms issued by the Internal Revenue Service and California Franchise Tax Board, as applicable, as specified in Section 10.8 of this Agreement.

City of San José

Vendor

By *Nora Frimann* Jun 22, 2022
Nora Frimann (Jun 22, 2022 09:16 PDT)
Name: Nora Frimann Date
Title: City Attorney

By *Anthony Bazarro* Jun 21, 2022
Anthony Bazarro (Jun 21, 2022 16:19 PDT)
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 is \$100,000 or less, and standard provisions of the form are not altered.)

By *Tony Nichols* Jun 22, 2022
Tony Nichols (Jun 22, 2022 08:00 PDT)
Name: Tony Nichols Date
Title: Chief Financial Officer

Approved as to Form:
Diana Yuan Jun 22, 2022
Name: Diana Yuan Date
Title: Deputy City Attorney

EXHIBIT A: SCOPE OF BASIC SERVICES

The Vendor shall provide services and deliverables as set forth in this **Exhibit A**. The Vendor shall provide all services and deliverables required by this **Exhibit A** to the satisfaction of the City Attorney.

General Description of Project: Subpoena services in connection with legal matters pending in the Office of the City Attorney.

Task No. 1: Subpoena Services

A. Services: Vendor shall provide subpoena services in connection with legal matters pending in the Office of the City Attorney as directed by the City Attorney or designee. These services may include, but are not limited to:

- Subpoena Service within Santa Clara
- Subpoena service in remainder of California
- Subpoena service out of state
- Authorization service
- Obtain Verification
- Subpoena preparation, including copying and pick-up
- Delivery of subpoena/authorization
- Rush processing
- Amended subpoena
- Research bad address/skip tracing
- Witness fee
- Advanced fee to deponents
- Custodial fee
- Additional notices
- Copy rate per page, letter size, legal size, 11 x 17
- Additional sets per page, letter size, legal size, 11 x 17
- Copy rate per page, oversize pages/blueprints
- Page numbering
- Bates stamping/labeling
- Formatting medical records, including inserting tabs
- X-ray Processing and inventory
- X-ray duplication
- CD/DVD, flash-drive duplication
- Pick-up and delivery of x-rays
- Delivery of x-rays to third party
- Notice to opposing counsel
- Certificate of no records
- Cancellation fee
- Additional records provided at a later date
- Cell Phone charges
- Shipping and handling charges
- 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 an 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: As appropriate based on the specifications for each job requested by the City.

On or before ____ Business Days from _____.

EXHIBIT B: COMPENSATION

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	\$50,000
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"/>	\$
<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"/>	\$
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/>	No money is budgeted for Additional Services, and the City Attorney cannot authorize any Additional Services.	<input type="checkbox"/>	\$
Part 4 – Additional Services			
Maximum Total Compensation (sum of Parts 1 through 4):			\$50,000

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:

Service Provided	Rate
Subpoena Basic within Santa Clara	\$42.00
Subpoena Basic in remainder of California	\$42.00
Subpoena Basic out of state	\$42.00
Authorization Basic	\$42.00
Obtain Verification	\$36.00
Subpoena preparation, including copying and pick-up	Included
Delivery of subpoena/authorization	Included
Rush processing	\$20.00
Amended subpoena	\$10.00
Research bad address/skip tracing	\$15.00
Witness fee	At Cost
Advanced fee to deponents	Included
Custodial fee	At Cost
Additional notices	\$5.00
Copy rate per page, letter size, legal size, 11 x 17	\$0.17
Additional sets per page, letter size, legal size, 11 x 17	\$0.12
Copy rate per page, oversize pages/blueprints	\$1.00
Page numbering	Included
Bates stamping/labeling	Included
Formatting medical records, including inserting tabs	\$7.50
X-ray Processing and inventory	\$15.00
X-ray duplication	\$12.00
CD/DVD, flash-drive duplication	\$10.00
Pick-up and delivery of x-rays	\$10.00
Delivery of x-rays to third party	At Cost
Notice to opposing counsel	Included
Certificate of no records	\$5.00
Cancellation fee	Included
Additional records provided at a later date	\$10.00

Vendor: Compex Legal Services, Inc.
July 2022

Service Provided	Rate
Cell Phone charges	Included
Shipping and handling charges	\$11.25
Confidentiality and non-disclosure agreements with all employees	Included
Subpoena service within Santa Clara County	Included
Subpoena service in remainder of California	Included
Subpoena service out of state	\$20.00
Authorization service/ Verification	Included

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.

EXHIBIT C: INSURANCE REQUIREMENTS

Vendor, at Vendor's sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Vendor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

B. Minimum Limits of Insurance

Vendor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by City's Risk Manager. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, employees, agents and contractors; or Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The City of San José, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, Vendor; products and completed operations of Vendor; premises owned, leased or used by Vendor; and automobiles owned, leased, hired or borrowed by Vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents and contractors.
- b. Vendor's insurance coverage shall be primary insurance as respects City, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents or contractors shall be excess of Vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided City, its officers, employees, agents, or contractors.
- d. Coverage shall state that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San José, its officers, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to City's Risk Manager.

F. Verification of Coverage

Vendor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address or any subsequent address as may be directed in writing by the Risk Manager:

City of San José – Finance Department
Risk & Insurance
200 East Santa Clara St., 14th Floor
San José, CA 95113-1905

G. Subcontractors

Vendor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT D: NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE: DATE:	
VENDOR Name: Address: Email:	
DATE OF OPTION:	

(date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section 2.2 of the Agreement referenced above, the City of San José ("City") hereby exercises its option to extend the term under the following provisions:

OPTION NO.	__ of __
-------------------	-----------------

NEW OPTION TERM

Begin Date:	
End Date:	

MAXIMUM COMPENSATION for New Option Term:	
MAXIMUM TOTAL COMPENSATION for original Agreement and Option Term(s) __:	

For the option term exercised by this Notice, City shall pay Vendor an amount not to exceed the amount set forth above for Vendor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

CITY OF SAN JOSE a municipal corporation By _____ Name: Title: City Attorney
--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2023 04/01/2022

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).

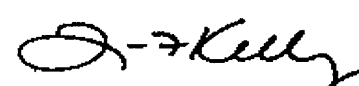
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C No.):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Employers Insurance Company of Wausau</td> <td>21458</td> </tr> <tr> <td>INSURER B : LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER C : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Employers Insurance Company of Wausau	21458	INSURER B : LM Insurance Corporation	33600	INSURER C : Liberty Insurance Corporation	42404	INSURER D : Liberty Mutual Fire Insurance Company	23035	INSURER E :		INSURER F :
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INSURER F :															

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	TBC-Z91-471586-032	04/01/2022	04/01/2023	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 NON-OWNED AUTOS ONLY		Y	AS5-Z91-471586-022	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		N	TH7-Z91-471586-052	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2-Z91-471586-012	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 16685999 City of San José - Finance Department Risk & Insurance 200 East Santa Clara St., 14th Floor San José CA 95113	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 

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: New Contract

Type of Contract: Professional Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667690-000

Contractor: Compex Legal Services, Inc.

Address: 325 Maple Ave., Torrance, CA 90503

Phone: 415-515-6010

Email: rrr@compexlegal.com

Contract Description: Vendor Agreement for subpoena services in connection with legal matters pending in the Office of the City Attorney.

Term Start Date: 07/01/22 Term End Date: 06/30/23 Extension: No

Method of Procurement: RFP RFB, RFP or RFQ No.: 21-22-CAO-02 Date Conducted: 03/22/22

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

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: \$50,000 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.: 3665671210 Expiration Date: 09/15/22

Department: Attorney (44)

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

Notes:

Department Director Signature:  Jun 22, 2022
Date

Office of the City Manager Signature: _____
Date