

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

Attorney's Name: MacIntyre & White, LLP

This Amendment is made and entered into on Sep 27, 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 June 30, 2021 to June 30, 2022. The extension is retroactive to the expiration date of the Agreement. The City Attorney accepts and approves any services provided after the expiration date and before the execution of this Amendment
 5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$ _____ to \$ _____.
 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

By *Nora Frimann* Sep 27, 2021
Nora Frimann (Sep 27, 2021 12:08 PDT)

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

Attorney

By *Victoria L. MacIntyre* Sep 27, 2021
Victoria L. MacIntyre (Sep 27, 2021 12:08 PDT)

Name: Victoria MacIntyre **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:

[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 “Workers’ Compensation Legal Services,” is amended to read as follows:

A. Services:

1. Attorney will coordinate all legal services, including settlement recommendations, with the City Attorney or the City Attorney’s designee. Attorney acknowledges and agrees that in the event of conflict between direction given by City staff and the direction given by the City Attorney, the direction given by the City Attorney or the City Attorney’s designee shall control.
2. Attorney shall provide workers’ compensation legal services as set forth in this Exhibit A for each Master Claim Number specified below. These Master Claim Numbers are assigned by the City, and are the primary claim numbers for the workers’ compensation applicant (alternatively, the “applicant”) under which any and all related workers’ compensation claims for the same applicant may be tracked by City. “Related Claims” may be filed prior to or after the date of execution of this Agreement.

<u>Master Claim Number</u>	<u>Office Location</u>
16000015	Santa Cruz

3. Attorney shall not provide legal services for master claims that are not specifically authorized in paragraph A.2 of this **Exhibit A**, this Agreement or a written amendment to this Agreement.

B. Deliverable:

Attorney will be responsible for handling the above workers’ compensation cases throughout the litigation process including appellate review, and coordinating workers’ compensation cases with interrelated issues of retirement, safety, and return to work. Specific duties with respect to the above claims may include, but are not limited to:

- a. providing claim direction to City staff;
- b. at the request of the City Attorney or City Attorney’s designee providing guidance on workers’ compensation practices and procedures;
- c. reviewing disputed medical treatment and indemnity cases;
- d. performing discovery;

- e. representing the CITY before the Workers' Compensation Appeals Board ("WCAB");
- f. supervising and coordinating fraud and injury investigations;
- g. coordinating cases with employment law and disability discrimination issues;
- h. handling communication with the WCAB and State units.

C. Completion Time: The Attorney 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 _____.

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 # 667709-001

Contractor: MacIntyre & White LLP

Address: 200 Washington Street, Suite 101, Santa Cruz, CA 95060

Phone: 831-225-0787

Email: vicky@macintyrewhite.com

Contract Description: First Amendment to Legal Services Agreement for workers' compensation claims.

Term Start Date: 7/1/20 Term End Date: 6/30/22 Extension: Yes

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

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

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: \$10,000 Amount of Increase/Decrease: _____

Option #: ___ of ___ Option Amount: _____ NTE/Updated Contract Amount: _____

Fund/Appropriation: Workers' Compensation Claims Funds


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

Tax Certificate No.: _____ Expiration Date: _____

Department: Attorney (44)

Department Contact: Kara Lamm (408) 535-1994 Customer (Finance Only): _____

Notes: Form 700: Victoria MacIntyre (Annual Filed 3/25/21)

Department Director Signature:  Sep 27, 2021
Date

Office of the City Manager Signature: _____
Date