

C O U N T Y A D M I N I S T R A T O R



SUSAN S. MURANISHI
COUNTY ADMINISTRATOR

September 8, 2017

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: EXTEND AND INCREASE THE CONTRACT FOR LEGAL DEFENSE REPRESENTATION, REQUEST FOR PROPOSAL NO. 901037; AMOUNT: \$5,000,000

Dear Board Members:

RECOMMENDATION:

Approve and authorize the Purchasing Agent to amend Master Contract No. 901037, to provide legal defense representation services to the Alameda County Administrator's Office-Risk Management Unit increasing the contract pool amount from \$15,000,000 to \$20,000,000 (\$5,000,000 increase), and extending the current term of 10/01/13 – 9/30/17 by one year until 9/30/18, with the following pool of vendors:

- A. Andrada & Associates Professional Corporation (Principal: Randall Andrada; Location: Oakland), Procurement Contract No. 9006;
- B. Bertrand, Fox & Elliot (Principal: Thomas F. Bertrand; Location: Oakland), Procurement Contract No. 9002;
- C. Boornazian, Jensen & Garthe, A Professional Corporation (Principal: Gregory Thomas; Location: Oakland), Procurement Contract No. 8999;
- D. Edrington, Schirmer & Murphy LLP (Principal: Timothy P. Murphy; Location: Pleasant Hill), Procurement Contract No. 9000;
- E. Foster Employment Law, Inc. dba Foster Employment Law (Principal: Michael W. Foster; Location: Oakland), Procurement Contract No. 11918;
- F. Haapala, Thompson & Abern LLP (Principal: Rebecca Widen; Location: Oakland), Procurement Contract No. 9004; and
- G. Lafayette & Kumagai LLP (Principal: Gary Lafayette; Location: Oakland), Procurement Contract No. 9001.

DISCUSSION/SUMMARY:

On September 24, 2013, File No. 29020, Item No. 33, your Board approved a three-year contract with nine vendors to provide legal defense representation services to the County Administrator's Office (CAO)-Risk Management Unit (RMU). On May 21, 2015, the General Services Agency (GSA) approved an amendment to this contract, replacing Procurement Contract No. 9005 with Procurement Contract No. 11918, and changing one of the vendors' names from Michael W. Foster dba Foster & Associates to Foster Employment Law, Inc. dba Foster Employment Law. On September 23, 2016, GSA approved a second amendment to this contract, which extended the contract term by one year from September 30, 2016 to September 30, 2017, with no increase in the contract pool amount.

The County of Alameda administers its liability claims (general liability, employment practices liability, medical malpractice, and auto liability, etc.) through a contract with a Third Party Administrator (TPA), managed by the CAO-RMU. The County uses a combination of self-insurance, participation in insurance pools, and purchased insurance coverage for protection against adverse losses. Litigation is handled by a panel of outside legal defense firms and attorneys within the Office of the County Counsel (OCC) in coordination with RMU and the TPA. The primary role of outside legal defense counsel is to fully represent the County, as may be coordinated through RMU and the TPA, in its litigated cases. The County anticipates approximately 50 new litigated cases per year that may require assignment to outside counsel. The number of awarded law firms in each area of law is based on the anticipated caseload per area. RMU has determined that this structure will be sufficient to litigate these cases.

The contract allows for this extension by mutual agreement. During this last term of this agreement CAO-RMU will work with GSA-Procurement to conduct a competitive bid process.

SELECTION CRITERIA/PROCESS:

CAO-RMU has determined that the County does not currently have sufficient resources to provide the required services for their department. CAO-RMU worked with GSA-Procurement to develop and issue a Request for Proposal (RFP) that was issued on November 29, 2012 and resulted in 17 responses. Nine responses met all the requirements of the RFP and were recommended for award by area of law.

Six vendors are certified Small, Local and Emerging Businesses (SLEBs): Andrada & Associates Professional Corporation (Principal: Randall Andrada; Location: Oakland; Certified Small: 04-90417; Expiration: April 30, 2019); Bertrand, Fox, & Elliot (Principal: Thomas F. Bertrand; Location: Oakland; Certified Small: 12-00137; Expiration: September 30, 2018); Boornazian, Jensen & Garthe (Principal: Gregory Thomas; Location: Oakland; Certified Small: 16-00080; Expiration: September 30, 2019); Foster Employment Law, Inc. dba Foster Employment Law (Principal: Michael W. Foster; Location: Oakland; Certified Small: 07-91105; Expiration: April 30, 2019); Haapala, Thompson & Abern LLP (Principal: Rebecca Widen; Location: Oakland; Certified Small: 04-90497; Expiration: April 30, 2019); and Lafayette & Kumagai LLP (Principal: Gary Lafayette; Location: Oakland; Certified Small: 16-00089; Expiration: October 31, 2017).

Edrington, Schirmer & Murphy LLP, a non-local vendor, has agreed to subcontract 20% of their total contract amount with the following four certified SLEBs: 2% to Aiken Welch Court Reporters (Principal: Kelly Roemer; Location: Oakland; Certified Small: 14-00102; Expiration: August 31, 2018), to provide court reporting and transcription/videography for depositions of parties or witnesses; 1% to Blaisdell's & Songey, Inc. (Principal: Margee Witt; Location: Oakland; Certified Small: 02-90133; Expiration: March 31, 2018), to provide office supplies and furnishings; 5% to Datasafe, Inc. (Principal: Thomas Reis; Location: Newark; Certified Small: 11-00159; Expiration August 31, 2019), to provide storage of closed files; and 12% to QUiVX eDiscovery & Document Solutions (Principal: Clement Elgazzar; Location: Oakland; Certified Emerging: 11-00186; Expiration: October 31, 2017), to provide copy services and for production, analysis, and review of electronically stored information needed in civil discovery.

Narayan Travelstead P.C. did not complete the SLEB certification process or subcontract at least 20% of the contract amount with a SLEB vendor and, as a consequence it did not meet the Alameda County SLEB requirement. For that reason, Narayan Travelstead P.C. is not included in this contract extension.

Patton Wolan Carlise LLP withdrew from the contract when the firm disbanded as a result of one of the partners accepting a position with the County and is no longer representing any County clients.

As verified in the Elation Systems, SLEB subcontractor achievement to date is 21.03% for Edrington, Schirmer & Murphy LLP.

The CAO-RMU is satisfied with the services provided by the seven vendors.

FUNDING:

Appropriations for this contract are included in the RMU Fiscal Year 2017-18 Approved Budget and will be requested in future budget years. No additional appropriations are required, and there will be no increase to net County cost.

Respectfully submitted,



Susan S. Muranishi
County Administrator



Willie A. Hopkins, Jr.
Director, General Services Agency

Attachment

WAH:AF:ma\I:\Board Letters\Purchasing\FY 2017-18\901037 BL Legal Defense Representation .docx

cc: Steve Manning, Auditor-Controller/Clerk-Recorder
Donna R. Ziegler, County Counsel

Total Contract Summary

Contract Term: 10/01/13 - 09/30/18

Vendor	Location	Contract Pooled Amount	Required Total Participation		
			Local %	Small/Local Participation %	Emerging/Local Participation %
Andrada & Associates Professional Corporation	Oakland, CA	\$20,000,000.00	100%	100%	
Bertrand, Fox & Elliot	Oakland, CA		100%	100%	
Boornazian, Jensen & Garthe, A Professional Corporation	Oakland, CA		100%	100%	
Edrington, Schirmer & Murphy LLP	Pleasant Hill, CA		8%		12%
Foster Employment Law, Inc. dba Foster Employment Law	Oakland, CA		100%		
Haapala, Thompson & Abern LLP	Oakland, CA		100%		
Lafayette & Kumagai LLP	Oakland, CA		100%		

Contract Summary to Date

10/01/13 - 06/12/17

Vendor	Location	\$ Paid to Prime	Achieved Participation to Date		
			Local Participation* %	Small/Local Participation* %	Emerging/Local Participation* %
Edrington, Schirmer & Murphy LLP	Pleasant Hill, CA	\$668,083.33	21.03%	8.78%	12.24%
			\$140,539.61	\$58,721.96	\$81,817.65

SLEB Subcontractor Achievement to Date**

SLEB Subcontractor Name	Address	Certification Information	Small/Local Utilization		Emerging/Local Utilization	
			%	\$	%	\$
Aiken Welch Court Reporters Kelly Roemer	1 Kaiser Plaza, Suite 250 Oakland, CA 94612	Cert #: 14-00102 Expires: 8/31/18	2.23%	\$14,919.86		
Blaisdell's & Songey, Inc. Margee Witt	474 Roland Way Oakland, CA 94621	Cert #: 02-90133 Expires: 3/31/18	1.51%	\$10,150.73		
Datasafe, Inc. Thomas Reis	37580 Filbert Street Newark, CA 94560	Cert #: 11-00159 Expires: 8/31/19	5.03%	\$33,651.37		
QUIVX Discovery & Document Solutions Andrew Elgazzar	449 - 15th Street, Suite 102 Oakland, CA 94612	Cert #: 11-00186 Expires: 10/31/17			12.24%	\$81,817.65

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Andrada & Associates Professional Corporation, (“Contractor”) with respect to that certain agreement for which services started on October 1, 2013, executed by the vendor on September 11, 2013 and by the County on October 1, 2013, and that certain First Amendment to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides legal defense representation services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
3. The Contractor’s services are paid from a legal defense representation services pool of Fifteen Million dollars (\$15,000,000). The pool will be increased by Five Million dollars (\$5,000,000) to Twenty Million dollars (\$20,000,000). As of the Effective Date, the term of the Agreement is extended through September 30, 2018.
4. Item 20 of the Standard Services Agreement has been amended as follows:
TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time

upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Services shall not exceed the pool amount of \$20,000,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

5. A Revised Exhibit B, Payment Terms, is attached to this Amendment.

6. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Second Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from

participation in such transaction.

7. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

ANDRADA & ASSOCIATES
PROFESSIONAL CORPORATION

DocuSigned by:
John Glann
By: EB374BC6D6094BF...
Signature

DocuSigned by:
J. Randall Andrada
By: 50AEAD51693E4CC
Signature

Name: John Glann
(Printed)

Name: J. Randall Andrada
(Printed)

Title: Purchasing Agent

Title: president

Date: 10/9/2017

Date: 9/24/2017

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

REVISED EXHIBIT B

PAYMENT TERMS

1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

YEAR 5	
Job Titles	Hourly Rates
Area of Law: Tort/Auto Liability/Property Damage	
Partners	\$170
Senior Associates (five (5) years or more of experience)	\$165
Associates (less than five (5) years)	\$160
Law Clerks and Paralegals	\$85
Area of Law: Civil Rights/ Complex Litigation, inclusive of all class actions	
Partners	\$220
Senior Associates (five (5) years or more of experience)	\$210
Associates (less than five (5) years)	\$205
Law Clerks and Paralegals	\$110
Area of Law: Coverage/ Medical Malpractice/ Employment	
Partners	\$180
Senior Associates (five (5) years or more of experience)	\$175
Associates (less than five (5) years)	\$170
Law Clerks and Paralegals	\$90

2. Total payment under the terms of this Agreement will not exceed the total pool amount of Twenty Million dollars (\$20,000,000). This cost includes all taxes and all other charges.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.


Andrada & Associates Professional Corporation
CONTRACTOR: _____
PRINCIPAL: J. Randall Andrada TITLE: president
SIGNATURE:  DATE: 9/24/2017

EXHIBIT E

COUNTY OF ALAMEDA

THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

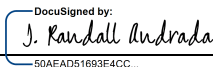
By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____
not applicable

NAME: Andrada & Associates Professional Corporation

PRINCIPAL: J. Randall Andrada

TITLE: president

SIGNATURE: 
50AEAD51693E4CC...

DATE: 9/24/2017

SECOND AMENDMENT TO AGREEMENT

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County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
3. The Contractor’s services are paid from a legal defense representation services pool of Fifteen Million dollars (\$15,000,000). The pool will be increased by Five Million dollars (\$5,000,000) to Twenty Million dollars (\$20,000,000). As of the Effective Date, the term of the Agreement is extended through September 30, 2018.
4. Item 20 of the Standard Services Agreement has been amended as follows:
TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, the Contractor shall

be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Services shall not exceed the pool amount of \$20,000,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

5. A Revised Exhibit B, Payment Terms, is attached to this Amendment.

6. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Second Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

7. Except as expressly modified by this Second Amendment, all of the terms and

conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

BERTRAND, FOX & ELLIOT

By: DocuSigned by:
John Glann
EB371B66D6094BF...
Signature

By: DocuSigned by:
Thomas F. Bertrand
5A35CED8959E4B2...
Signature

Name: John Glann
(Printed)

Name: Thomas F. Bertrand
(Printed)

Title: Purchasing Agent

Title: President

Date: 10/9/2017

Date: 8/9/2017

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

REVISED EXHIBIT B

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1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

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Job Titles	Hourly Rates
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Partners	\$180
Senior Associates (five (5) years or more of experience)	\$170
Associates (less than five (5) years)	\$155
Law Clerks and Paralegals	\$80
Area of Law: Coverage/ Medical Malpractice/ Employment	
Partners	\$200
Senior Associates (five (5) years or more of experience)	\$180
Associates (less than five (5) years)	\$160
Law Clerks and Paralegals	\$75

2. Total payment under the terms of this Agreement will not exceed the total pool amount of Twenty Million dollars (\$20,000,000). This cost includes all taxes and all other charges.

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The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
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- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Bertrand, Fox & Elliot

PRINCIPAL: Thomas F. Bertrand TITLE: President

SIGNATURE:  DATE: 8/9/2017

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2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Bertrand, Fox & Elliot

PRINCIPAL: Thomas F. Bertrand TITLE: President

SIGNATURE:  DATE: 8/9/2017

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 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

7. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:**

Contractor shall subcontract with Aiken Welch Court Reporters (1 Kaiser Plaza Suite 250, Oakland, CA; Principal, Kelly Roemer), Blaisdell's & Songey, Inc. (474 Roland Way, Oakland, CA; Principal, Margee Witt), Datasafe, Inc. (37580 Filbert Street, Newark, CA; Principal, Thomas Reis), and QUiVX eDiscovery & Document Solutions (449 - 15th Street, Suite 102, Oakland, CA; Principal, Andrew Elgazzar), for services to be provided under this Agreement in an amount of at least 20% of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision.

Participation of a small and/or emerging local business must be maintained for the term of this contract. Contractor shall not substitute the small and/or emerging local business(s) listed in this agreement without prior written approval from the County. County will be under no obligation to pay contractor for the percent committed to a small and/or local business if the work is not performed or not performed by the listed small and/or emerging local business. Said requests to substitute a small and/or emerging local business shall be submitted in writing to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

Contractor shall provide SLEB utilization reports when invoicing the County utilizing the Alameda County Compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the County web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they

and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System.

Contact the Office of Acquisition Policy (OAP) at 1401 Lakeside Drive, 10th Floor, Oakland, CA, (510) 208-9617 if you have any other questions regarding utilization of the Alameda County Contract Compliance System.

8. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

EDRINGTON, SCHIRMER &
MURPHY LLP

DocuSigned by:
John Glann
By: EB3719C6D6094BF...
Signature

DocuSigned by:
Timothy P. Murphy
By: A7450C71C17445B
Signature

Name: John Glann
(Printed)

Timothy P. Murphy
Name: _____
(Printed)

Title: Purchasing Agent

Partner
Title: _____

10/9/2017
Date: _____

8/9/2017
Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

REVISED EXHIBIT B

PAYMENT TERMS

1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

YEAR 5	
Job Titles	Hourly Rates
Area of Law: Tort/Auto Liability/Property Damage	
Partners	\$200
Senior Associates (five (5) years or more of experience)	\$150
Associates (less than five (5) years)	N/A
Law Clerks and Paralegals	N/A
Area of Law: Civil Rights/ Complex Litigation, inclusive of all class actions	
Partners	\$200
Senior Associates (five (5) years or more of experience)	\$150
Associates (less than five (5) years)	N/A
Law Clerks and Paralegals	N/A
Area of Law: Coverage/ Medical Malpractice/ Employment	
Partners	\$200
Senior Associates (five (5) years or more of experience)	\$150
Associates (less than five (5) years)	N/A
Law Clerks and Paralegals	N/A

2. Total payment under the terms of this Agreement will not exceed the total pool amount of Twenty Million dollars (\$20,000,000). This cost includes all taxes and all other charges.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

Edrington, Schirmer & Murphy LLP
CONTRACTOR: _____

PRINCIPAL: Timothy P. Murphy TITLE: Partner

SIGNATURE:  DATE: 8/9/2017

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT F

COUNTY OF ALAMEDA

THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

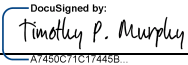
1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Edrington, Schirmer & Murphy LLP

PRINCIPAL: Timothy P. Murphy TITLE: Partner

SIGNATURE:  DATE: 8/9/2017

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Haapala, Thompson & Abern LLP (“Contractor”) with respect to that certain agreement entered by them on September 12, 2013, and that certain First Amendment to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides legal defense representation services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
3. The Contractor’s services are paid from a legal defense representation services pool of Fifteen Million dollars (\$15,000,000). The pool will be increased by Five Million dollars (\$5,000,000) to Twenty Million dollars (\$20,000,000). As of the Effective Date, the term of the Agreement is extended through September 30, 2018.
4. Item 20 of the Standard Services Agreement has been amended as follows:
TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date

of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Services shall not exceed the pool amount of \$20,000,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

5. A Revised Exhibit B, Payment Terms, is attached to this Amendment.

6. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Second Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

7. Except as expressly modified by this Second Amendment, all of the terms and

conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

HAAPALA, THOMPSON & ABERN
LLP

By: DocuSigned by:
John Glann
EB9718C6D6094BF...
Signature

By: DocuSigned by:
Rebecca S. Widen
9D0B4E3FEB074AE...
Signature

Name: John Glann
(Printed)

Name: Rebecca S. Widen
(Printed)

Title: Purchasing Agent

Title: Partner

Date: 10/9/2017

Date: 8/9/2017

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

REVISED EXHIBIT B

PAYMENT TERMS

1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

YEAR 5	
Job Titles	Hourly Rates
Area of Law: Tort/Auto Liability/Property Damage	
Partners	\$165
Senior Associates (five (5) years or more of experience)	\$160
Associates (less than five (5) years)	\$155
Law Clerks and Paralegals	\$100
Area of Law: Civil Rights/ Complex Litigation, inclusive of all class actions	
Partners	\$220
Senior Associates (five (5) years or more of experience)	\$200
Associates (less than five (5) years)	\$180
Law Clerks and Paralegals	\$100
Area of Law: Coverage/ Medical Malpractice/ Employment	
Partners	\$220
Senior Associates (five (5) years or more of experience)	\$200
Associates (less than five (5) years)	\$180
Law Clerks and Paralegals	\$100

2. Total payment under the terms of this Agreement will not exceed the total pool amount of Twenty Million dollars (\$20,000,000). This cost includes all taxes and all other charges.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

Haapala, Thompson & Abern LLP
CONTRACTOR: _____

PRINCIPAL: Rebecca S. Widen TITLE: Partner

SIGNATURE:  DATE: 8/9/2017

EXHIBIT E

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Haapala, Thompson & Abern LLP

PRINCIPAL: Rebecca S. Widen TITLE: Partner

SIGNATURE:  DATE: 8/9/2017

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement (“Third Amendment”) is made by the County of Alameda (“County”) and Boornazian, Jensen & Garthe, A Professional Corporation (“Contractor”) with respect to that certain agreement for which services started on October 1, 2013, executed by the vendor on September 13, 2013 and by the County on October 1, 2013, and that certain First and Second Amendments to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides legal defense representation services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Third Amendment, the terms and provisions of this Amendment will be effective as of the date this Third Amendment is executed by the County (“Effective Date”).
3. The Contractor’s services are paid from a legal defense representation services pool of Fifteen Million dollars (\$15,000,000). The pool will be increased by Five Million dollars (\$5,000,000) to Twenty Million dollars (\$20,000,000). As of the Effective Date, the term of the Agreement is extended through September 30, 2018.
4. Item 20 of the Standard Services Agreement has been amended as follows:
TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County

should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Services shall not exceed \$20,000,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

5. A Revised Exhibit B, Payment Terms, is attached to this Amendment.

6. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Third Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

7. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

BOORNAZIAN, JENSEN & GARTHE,
A PROFESSIONAL CORPORATION

DocuSigned by:
John Glann
By: EB371BC6D6004BF...
Signature

DocuSigned by:
Gregory B. Thomas
By: EA25FE23907442F...
Signature

Name: John Glann
(Printed)

Name: Gregory B. Thomas
(Printed)

Title: Purchasing Agent

Title: Shareholder

Date: 10/9/2017

Date: 8/9/2017

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

REVISED EXHIBIT B

PAYMENT TERMS

1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

YEAR 5	
Job Titles	Hourly Rates
Area of Law: Tort/Auto Liability/Property Damage	
Partners	\$160
Senior Associates (five (5) years or more of experience)	\$160
Associates (less than five (5) years)	\$150
Law Clerks and Paralegals	\$95
Area of Law: Civil Rights/ Complex Litigation, inclusive of all class actions	
Partners	\$210
Senior Associates (five (5) years or more of experience)	\$190
Associates (less than five (5) years)	\$175
Law Clerks and Paralegals	\$95
Area of Law: Coverage/ Medical Malpractice/ Employment	
Partners	\$170
Senior Associates (five (5) years or more of experience)	\$165
Associates (less than five (5) years)	\$155
Law Clerks and Paralegals	\$95

2. Total payment under the terms of this Agreement will not exceed the total pool amount of Twenty Million dollars (\$20,000,000). This cost includes all taxes and all other charges.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Boornazian, Jensen & Garthe, A Professional Corporation

PRINCIPAL: Gregory B. Thomas TITLE: Shareholder

SIGNATURE:  DATE: 8/9/2017

EXHIBIT E

COUNTY OF ALAMEDA

THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Boornazian, Jensen & Garthe, A Professional Corporation

PRINCIPAL: Gregory B. Thomas TITLE: Shareholder

SIGNATURE:  DATE: 8/9/2017

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement (“Third Amendment”) is made by the County of Alameda (“County”) and Foster Employment Law, Inc. dba Foster Employment Law (“Contractor”) with respect to that certain agreement for which services started on October 1, 2013, executed by the vendor on September 11, 2013 and by the County on October 1, 2013, and that certain First and Second Amendments to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides legal defense representation services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Third Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Third Amendment is executed by the County (“Effective Date”).
3. The Contractor’s services are paid from a legal defense representation services pool of Fifteen Million dollars (\$15,000,000). The pool will be increased by Five Million dollars (\$5,000,000) to Twenty Million dollars (\$20,000,000). As of the Effective Date, the term of the Agreement is extended through September 30, 2018.
4. Item 20 of the Standard Services Agreement has been amended as follows:
TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County

should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Services shall not exceed the pool amount of \$20,000,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

5. A Revised Exhibit B, Payment Terms, is attached to this Amendment.

6. **DEBARMENT AND SUSPENSION CERTIFICATION:**
 - a. By signing this Third Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

7. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

FOSTER EMPLOYMENT LAW, INC.

DocuSigned by:
John Glann
By: _____
EB371BC6B6094BF...
Signature

DocuSigned by:
Michael W. Foster
By: _____
B50756BCD373449...
Signature

Name: John Glann
(Printed)

Name: Michael W. Foster
(Printed)

Title: Purchasing Agent

Title: CEO/Managing Attorney

Date: 10/9/2017

Date: 8/14/2017

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT B

PAYMENT TERMS

1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

YEAR 5	
Job Titles	Hourly Rates
Area of Law: Tort/Auto Liability/Property Damage	
Partners	N/A
Senior Associates (five (5) years or more of experience)	N/A
Associates (less than five (5) years)	N/A
Law Clerks and Paralegals	N/A
Area of Law: Civil Rights/ Complex Litigation, inclusive of all class actions	
Partners	\$240
Senior Associates (five (5) years or more of experience)	\$240
Associates (less than five (5) years)	\$240
Law Clerks and Paralegals	\$120
Area of Law: Coverage/ Medical Malpractice/ Employment	
Partners	\$240
Senior Associates (five (5) years or more of experience)	\$240
Associates (less than five (5) years)	\$240
Law Clerks and Paralegals	\$120

2. Total payment under the terms of this Agreement will not exceed the total pool amount of Twenty Million dollars (\$20,000,000). This cost includes all taxes and all other charges.

EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Foster Employment Law, Inc. dba Foster Employment Law

PRINCIPAL: Michael W. Foster TITLE: CEO/Managing Attorney

SIGNATURE:  DATE: 8/14/2017

EXHIBIT E

COUNTY OF ALAMEDA

THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Foster Employment Law, Inc. dba Foster Employment Law

PRINCIPAL: Michael w. Foster TITLE: CEO/Managing Attorney

SIGNATURE:  DATE: 8/14/2017

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement (“Third Amendment”) is made by the County of Alameda (“County”) and Lafayette & Kumagai LLP, (“Contractor”) with respect to that certain agreement for which services started on October 1, 2013, executed by the vendor on September 10, 2013 and by the County on October 1, 2013, and that certain First and Second Amendments to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides legal defense representation services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Third Amendment, the terms and provisions of this Amendment will be effective as of the date this Third Amendment is executed by the County (“Effective Date”).
3. The Contractor’s services are paid from a legal defense representation services pool of Fifteen Million dollars (\$15,000,000). The pool will be increased by Five Million dollars (\$5,000,000) to Twenty Million dollars (\$20,000,000). As of the Effective Date, the term of the Agreement is extended through September 30, 2018.
4. Item 20 of the Standard Services Agreement has been amended as follows:
TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County

should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Services shall not exceed the pool amount of \$20,000,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

5. A Revised Exhibit B, Payment Terms, is attached to this Amendment.

6. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Third Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

7. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

LAFAYETTE & KUMAGAI LLP

By: DocuSigned by:
John Glann
EB371BC6D6094BF
Signature

By: [Handwritten Signature]
Signature

Name: John Glann
(Printed)

Name: Susan Kumagai
(Printed)

Title: Purchasing Agent

Title: Partner

Date: 10/9/2017

Date: 8/14/17

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

REVISED EXHIBIT B

PAYMENT TERMS

1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

YEAR 5	
Job Titles	Hourly Rates
Area of Law: Tort/Auto Liability/Property Damage	
Partners	N/A
Senior Associates (five (5) years or more of experience)	N/A
Associates (less than five (5) years)	N/A
Law Clerks and Paralegals	N/A
Area of Law: Civil Rights/ Complex Litigation, inclusive of all class actions	
Partners	\$325
Senior Associates (five (5) years or more of experience)	\$295
Associates (less than five (5) years)	\$255
Law Clerks and Paralegals	\$90
Area of Law: Coverage/ Medical Malpractice/ Employment	
Partners	\$325
Senior Associates (five (5) years or more of experience)	\$295
Associates (less than five (5) years)	\$255
Law Clerks and Paralegals	\$90

2. Total payment under the terms of this Agreement will not exceed the total pool amount of Twenty Million dollars (\$20,000,000). This cost includes all taxes and all other charges.

EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

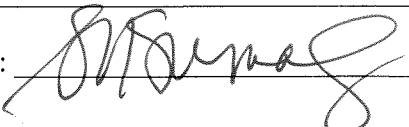
CONTRACTOR: Lafayette & Kumagai LLP
PRINCIPAL: Susan Kumagai TITLE: Partner
SIGNATURE:  DATE: 8/14/17

EXHIBIT E

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010**

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Lafayette & Kumagai LLP

PRINCIPAL: Susan Kumagai TITLE: Partner

SIGNATURE:  DATE: 8/14/17