



COUNTY ADMINISTRATOR

SUSAN S. MURANISHI
COUNTY ADMINISTRATOR

DONNA LINTON
ASSISTANT COUNTY ADMINISTRATOR

AGENDA # ____, December 18, 2012

November 26, 2012

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

Dear Board Members:

SUBJECT: EXTEND AND INCREASE CONTRACTS FOR WORKERS' COMPENSATION
LEGAL DEFENSE REPRESENTATION, REQUEST FOR PROPOSAL NO. 900446;
AMOUNT \$1,400,000

RECOMMENDATION:

Approve and authorize the execution of Amendments, attached hereto, to extend Master Contract No. 900446, with the following law firms to provide workers' compensation legal defense representation to the County Administrator's Office Risk Management Unit (CAO-RMU) as follows:

- A. Second Amendment; Hanna, Brophy, MacLean, McLeer & Jensen, LLP (Jeffrey A. Grant, Managing Partner), Oakland, CA, Procurement Contract #3692;
- B. Second Amendment; Mullen & Filippi, LLP (Jerome Young, Senior Administrative Partner), Oakland, CA, Procurement Contract #3693;
- C. Second Amendment; Valencia, Wilberding, & Tompkins (Ronald Valencia, President), Oakland, CA, Procurement Contract #3694; and
- D. Third Amendment; Richard, Thorson, Graves & Royer LLP, (formerly Wiggins, Richard and Romano, LLP), (Daniel Graves, Partner), Oakland, CA, Procurement Contract #6848

The term of this contract extension shall be for one year, beginning on January 1, 2013 and ending on December 31, 2013. The Master Contract pool amount will increase from \$4,432,500 to \$5,832,500, an increase of \$1,400,000. The contract total value is a pool amount to be distributed between the aforementioned vendors. Authority to transfer funds between the aforementioned vendors, not to exceed the total contract amount is requested. The contract allows for these extensions by mutual agreement.

DISCUSSION/SUMMARY:

On December 16, 2008, File No. 24110, Item No. 26, your Board authorized the execution of contracts with the aforementioned law firms for a three-year term. On August 18, 2011, a First Amendment was executed by GSA-Purchasing to document a name change with Richard, Thorson, Graves and Royer, LLP, formerly Wiggins, Richard and Romano, LLP. On December 20, 2011, File No. 27816, Item No. 60, your Board approved one-year extensions for all of the contracts.

The County of Alameda (County) administers its workers' compensation claims through a Third Party Administrator (TPA). The County self-insures its workers' compensation claims for the first \$3,000,000 per occurrence. Excess insurance is purchased through the California State Association of Counties - Excess Insurance Authority (CSAC-EIA) Excess Workers' Compensation Program.

Workers' compensation litigation is handled by a panel of retained legal firms in coordination with the County's RMU and the TPA. The role of outside legal defense counsel is to represent the County in defense of its litigated cases and to provide advisory legal opinions. The Retained Legal Firm (RLF) is delegated with the authority to act on behalf of the County through the TPA with the approval of CAO-RMU. The RLF must follow the County's settlement guidelines and receive prior written approval through the TPA, in coordination with CAO-RMU, before entering into any settlement agreement. These contract extensions will allow for continuity of services during the coming year. CAO-RMU intends to conduct a new bid process in 2013 for the continuation of these services.

SELECTION CRITERIA/PROCESS:

CAO-RMU worked with GSA-Purchasing to develop and issue a Request for Proposal (RFP) on May 2, 2008. Twelve responses were received to the RFP. The four top ranked law firms were recommended to provide legal services. The two contractors, Hanna, Brophy, McLeer & Jensen, LLP and Mullen & Filippi agreed to subcontract for a minimum of 20% of their total contract value. As of 10/17/12, SLEB participation for Hanna, Brophy, MacLean, McLeer & Jensen, LLP is 38.01%, Mullen & Filippi, LLP is 35.35%. Richard, Thorson, Graves and Royer, LLP (RTGR) originally agreed to subcontract for a minimum of 25%. RTGR became certified as a SLEB on 9/30/12. Prior to becoming SLEB certified, RTGR's SLEB participation was at 34.64%. Valencia, Wilberding & Tompkins is a certified SLEB. Current SLEB participation numbers were provided by CAO-RMU and were taken from the Elation System.

FUNDING:

Appropriations for this program are included in CAO-RMU's FY 2012-13 Approved Budget and will be requested in future budget years. No additional appropriations are required and there will be no increase in net County cost.

Respectfully submitted,



Susan S. Muranishi
County Administrator



Aki K. Nakao
Director, General Services Agency

AKN:ML:hh\Board Letters\Purchasing\FY 2012-13\WC Legal Defense 2nd & 3rd Amendments BL

Attachment

cc: Patrick O'Connell, Auditor-Controller
Donna Ziegler, County Counsel

WORKERS' COMPENSATION LEGAL DEFENSE REPRESENTATION
Request For Proposal (RFP) NO. 900446
January 1, 2009 – December 31, 2012 Payments to Date (as of 10/17/12)

Vendor	Location	Local Participation	Certified Small and Local Commitment	Total Vendor Payments	Total SLEB Payments
		Percentage	Percentage	Amount	Amount
Richard, Thorson, Graves & Royer LLP (Formerly, Wiggins Richard & Romano, LLP) New SLEB Cert #12-00125 Exp. 9/30/13	Oakland, CA	100%	34.64%	\$403,689.14	\$139,826.45
Hanna, Brophy, MacLean, McAleer & Jensen	Oakland, CA	100%	38%	\$1,039,650.08	\$395,069.89
Mullen & Filippi	Oakland, CA	100%	35%	\$494,074.56	\$174,621.57
Valencia, Wilberding, & Tompkins, SLEB Cert #05-90825 Exp. 12/31/15	Oakland, CA	100%	100%	\$900,179.45	\$900,179.45

January 1, 2009 – December 31, 2012 Payments to Date

Vendor	SLEB Subcontractor	SLEB %	SLEB Amount
Richard, Thorson, Graves & Royer LLP (Formerly, Wiggins Richard & Romano, LLP)	<i>Blaisdell's & Songey Inc, (Small)</i> <i>Margee Witt, Owner</i> <i>1645 Alvarado Street</i> <i>San Leandro, CA 94577</i> <i>SLEB Cert # 02-90133 Exp. 03/31/14</i>	7.59%	\$30,668.75
	<i>DigiStream Investigations, LLC (Small)</i> <i>William Aaronson, President</i> <i>1151 Harbor Bay Pkwy, Ste 208J</i> <i>Alameda, CA 94502</i> <i>SLEB Cert # 06-90969 Exp. 05/31/13</i>	5.24%	\$21,190.00
	<i>Disability Management Insights (Small)</i> <i>Linda Stuzman, Principal</i> <i>20885 Redwood Road, PMB301</i> <i>Castro Valley, CA 94546</i> <i>SLEB Cert # 03-90294 Exp. 12/31/14</i>	13.51%	\$54,572.82
	<i>Interceptor Legal Support Services (Small)</i> <i>David Bartellini, President</i> <i>55 Santa Clara Avenue, Suite 120</i> <i>Oakland, CA 94610</i> <i>SLEB Cert # 04-90604 Exp. 10/31/14</i>	3.86%	\$15,612.93
	<i>Pizzotti and Jarnagin (Small)</i> <i>Barbara Jarnagin, Principal</i> <i>5776 Stoneridge Mall Road, Suite 350,</i> <i>Pleasanton, CA 94588</i> <i>SLEB Cert # 04-90513 Exp. 09/30/13</i>	4.40%	\$17,781.95
SLEB Total		34.64%	\$139,826.45

Vendor	SLEB Subcontractor	SLEB %	SLEB Amount
Hanna, Brophy, MacLean, McAleer & Jensen	<i>Alko Office Supply (Small)</i> Gary Shows, Principal 2225 Shattuck Ave Berkeley, CA 94704 SLEB Cert # 10-00170 Exp. 05/31/14	15.98%	\$166,096.90
	<i>Disability Management Insights (Small)</i> Linda Stutzman, Principal 5740 Hollis Street, Suite A Emeryville, CA 94606 SLEB Cert # 03-90294 Exp. 12/31/14	2.15%	\$22,375.67
	<i>Elisabeth Ball & Associates (Small)</i> Elisabeth Ball, Owner 2812 Chole Court Castro Valley, CA 94546 SLEB Cert # 06-90916 Exp. 12/31/13	7.72%	\$80,217.74
	<i>Frye Claims Consultation (Small)</i> Tom Frye, Owner 3500 Breakwater Ct, Bldg A Hayward, CA 94545 SLEB Cert # 07-90983 Exp. 12/31/14 (Recertification in progress)	0.11%	\$1,109.34
	<i>Interceptor Legal Support Services (Small)</i> David Bartellini, President 55 Santa Clara Avenue, Suite 120 Oakland, CA 94610 SLEB Cert # 04-90604 Exp. 10/31/14	4.93%	\$51,219.79
	<i>Law Offices of Robert Heywood (Small)</i> Robert Heywood, Owner 1970 Broadway, Suite 920 Oakland, CA 94612 SLEB Cert # 06-90879 Exp. 08/31/14	4.86%	\$50,556.59
	<i>Modern Express Courier (Small)</i> Elana Aabas, President 1525 Peralta Street Oakland, CA 94607 SLEB Cert # 05-90750 Exp. 03/31/15	2.26%	\$23,493.86
SLEB Total		38.01%	\$395,069.89

Vendor	SLEB Subcontractor	SLEB %	SLEB Amount
Mullen & Filippi	<i>Digistream Investigations, Inc (Small)</i> <i>William Aaronson, President</i> <i>1151 Harbor Bay Pkwy, Ste 208J</i> <i>ALAMEDA 94502</i> <i>SLEB Cert # 06-90969 Exp. 5/31/13</i>	0%	\$0
	<i>Disability Management Insights(Small)</i> <i>Linda Stuzman, Principal</i> <i>20885 Redwood Road, PMB301</i> <i>Castro Valley, CA 94546</i> <i>SLEB Cert # 03-90294 Exp. 12/31/14</i>	1.39%	\$6,852.49
	<i>Elisabeth Ball & Associates (Small)</i> <i>Elisabeth Ball, Owner</i> <i>2812 Chole Court</i> <i>Castro Valley, CA 94546</i> <i>SLEB Cert # 06-90916 Exp. 12/31/13</i>	17.90%	\$88,442.42
	<i>Frye Claims Consultation (Small)</i> <i>Tom Frye, Owner</i> <i>3500 Breakwater Ct, Bldg A</i> <i>Hayward, CA 94545</i> <i>SLEB Cert # 07-90983 Exp. 12/31/14</i> <i>(Recertification in progress)</i>	0.60%	\$2,940.97
	<i>Give Something Back Inc. (Small)</i> <i>Michael Hannigan, President</i> <i>7730 Pardee Ln</i> <i>OAKLAND 94621</i> <i>SLEB Cert # 06-90910 Exp. 10/31/14</i>	5.70%	\$28,169.64
	<i>Legal Beagle (Small)</i> <i>Raydon Shippey, Owner</i> <i>1430 Franklin St, Ste 210</i> <i>Oakland, CA 94612</i> <i>SLEB Cert # 05-90829 Exp. 11/30/15</i> <i>(Recertification in progress)</i>	6.83%	\$33,755.86
	<i>QUIVX eDiscovery & Document Solutions (Emerging)</i> <i>Andrew Elgazzar, CEO</i> <i>449 15th Street, Suite 102</i> <i>OAKLAND 94612</i> <i>SLEB Cert # 11-00186 Exp. 10/31/13</i>	2.93%	\$14,460.19
SLEB Total		35.35%	\$174,621.57

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Hanna, Brophy, MacLean, McAleer & Jensen, LLP, (“Contractor”) with respect to that certain agreement entered by them on January 28, 2009 and that certain First Amendment to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides workers’ compensation legal defense 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 considered to be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on December 31, 2012. As of the Effective Date, the term of the Agreement is extended through December 31, 2013.
4. The Contractors' services are paid from a master legal defense pool of Four Million, Four Hundred Thirty Two Thousand and Five Hundred dollars (\$4,432,500). Effective January 1, 2013, the pool will be increased by One Million Four Hundred Thousand dollars (\$1,400,000) to Five Million, Eight Hundred Thirty Two Thousand and Five Hundred dollars (\$5,832,500).

5. 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 workers' compensation legal defense services shall not exceed \$5,832,500 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

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

7. 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 voluntary 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.

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

HANNA, BROPHY, MACLEAN,
MCALEER & JENSEN, LLP

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: _____
(Printed)

Title: Purchasing Agent

Title: _____

Date: _____

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. Except as expressly modified by this Exhibit B, all of the terms and conditions of the original Exhibit B - Payment Terms are and remain in full force and effect.

		Year 1	Year 2	Year 3	Year 4	Year 5
BASIC CHARGE FOR LEGAL SERVICES		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Partners	Hour	\$150	\$150	\$150	\$150	\$150
Senior Associates (five years or more of experience)	Hour	\$150	\$150	\$150	\$145	\$150
Associates (less than five years)	Hour	\$150	\$150	\$150	\$145	\$150
Law Clerks and Paralegals	Hour	\$105	\$105	\$105	\$105	\$105

CHARGES FOR "OTHER" LEGAL SERVICES:	Hourly Rate for Partners		Hourly Rate for Sr. Associates		Hourly Rate for Associates		Hourly Rate for Law Clerks & Paralegals	
	Year 4	Year 5	Year 4	Year 5	Year 4	Year 5	Year 4	Year 5
Employment ADA/FEHA Defense	\$n/a	\$	\$n/a	\$	\$n/a	\$	\$n/a	\$
Subrogation Defense	\$185	\$185	\$185	\$185	\$165	\$165	\$105	\$105
LC132a Defense	\$185	\$185	\$185	\$185	\$165	\$165	\$105	\$105
S&W Defense	\$185	\$185	\$185	\$185	\$165	\$165	\$105	\$105

2. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.
3. Invoices will be approved by the County, Risk Management Unit:
 Risk Management
 125 12th Street, Rm. 300
 Oakland, CA 94607
4. Total payment under the terms of this Agreement will not exceed the total amount of 5,832,500. 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: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT O

COUNTY OF ALAMEDA

RFP No. 900446

for

Workers' Compensation Legal Defense Services

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: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Valencia, Wilberding & Tompkins (“Contractor”) with respect to that certain agreement entered by them on January 22, 2009 and that certain First Amendment to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides workers’ compensation legal defense 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 considered to be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on December 31, 2012. As of the Effective Date, the term of the Agreement is extended through December 31, 2013.
4. The Contractors' services are paid from a master legal defense pool of Four Million, Four Hundred Thirty Two Thousand and Five Hundred dollars (\$4,432,500). Effective January 1, 2013, the pool will be increased by One Million Four Hundred Thousand dollars (\$1,400,000) to Five Million, Eight Hundred Thirty Two Thousand and Five Hundred dollars (\$5,832,500).

5. 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 workers' compensation legal defense services shall not exceed \$5,832,500 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

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

VALENCIA, WILBERDING &
TOMPKINS

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: _____
(Printed)

Title: Purchasing Agent

Title: _____

Date: _____

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.

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: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT O

COUNTY OF ALAMEDA

RFP No. 900446

for

Workers' Compensation Legal Defense Services

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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: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement (“Third Amendment”) is made by the County of Alameda (“County”) and Richard, Thorson, Graves & Royer LLP (“Contractor”) with respect to that certain agreement entered by them on January 21, 2009 and those certain First and Second Amendments to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides workers’ compensation legal defense 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 term of the Agreement is currently scheduled to expire on December 31, 2012. As of the Effective Date, the term of the Agreement is extended through December 31, 2013.
4. The Contractors' services are paid from a master legal defense pool of Four Million, Four Hundred Thirty Two Thousand and Five Hundred dollars (\$4,432,500). Effective January 1, 2013, the pool will be increased by One Million Four Hundred Thousand dollars (\$1,400,000) to Five Million, Eight Hundred Thirty Two Thousand and Five Hundred dollars (\$5,832,500).

5. 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 workers' compensation legal defense services shall not exceed \$5,832,500 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

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. Item 5 of the Second Amendment has been amended as follows:

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:

Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said

requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above.

Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required. .

- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

8. 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

RICHARD, THORSON, GRAVES &
ROYER LLP

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: _____
(Printed)

Title: Purchasing Agent

Title: _____

Date: _____

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.

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: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT O

COUNTY OF ALAMEDA

RFP No. 900446

for

Workers' Compensation Legal Defense Services

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: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Mullen & Filippi, LLP, (“Contractor”) with respect to that certain agreement entered by them on January 30, 2009 and that certain First Amendment to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides workers’ compensation legal defense 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 considered to be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on December 31, 2012. As of the Effective Date, the term of the Agreement is extended through December 31, 2013.
4. The Contractors' services are paid from a master legal defense pool of Four Million, Four Hundred Thirty Two Thousand and Five Hundred dollars (\$4,432,500). Effective January 1, 2013, the pool will be increased by One Million Four Hundred Thousand dollars (\$1,400,000) to Five Million, Eight Hundred Thirty Two Thousand and Five Hundred dollars (\$5,832,500).
5. 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 workers' compensation legal defense services shall not exceed \$5,832,500 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

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

MULLEN & FILIPPI, LLP

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: _____
(Printed)

Title: Purchasing Agent

Title: _____

Date: _____

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.

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: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT O

COUNTY OF ALAMEDA

RFP No. 900446

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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.

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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: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____