



COUNTY ADMINISTRATOR

SUSAN S. MURANISHI
COUNTY ADMINISTRATOR

October 1, 2024

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

SUBJECT: AUTHORIZE AMENDMENTS TO INCREASE THE CONTRACTS WITH A POOL OF CONTRACTORS FOR LEGAL DEFENSE REPRESENTATION SERVICES; MASTER CONTRACT NO. 902071; AMOUNT: \$9,500,000

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent, or her designee, to:

- A. Execute a Consent to Assignment of the contract (Master Contract No. 902071) with Lafayette & Kumagai LLP (“Assignor”), (Principal: Gary Lafayette; Location: Oakland), Procurement Contract No. 23964, to Sanders Roberts LLP (“Assignee”), (Principal: Gary Lafayette; Location: Los Angeles), Procurement Contract No. 27406; and
- B. Execute amendments to the contract to continue providing legal defense representation services, increasing the total contract pool amount from \$11,800,000 to \$21,300,000 (\$9,500,000 increase) with no change to the current term of 7/1/2022 – 6/30/2025 with the following contractors:
 1. Amendment No. 1; Allen Glaessner Hazelwood & Werth LLP (Principal: Peter Glaessner; Location: Alameda); Procurement Contract No. 23957;
 2. Amendment No. 1; Andrada & Associates Professional Corporation (Principal: Randy Andrada; Location: Oakland); Procurement Contract No. 23958;
 3. Amendment No. 2; Bertrand, Fox, Elliot, Osman & Wenzel LLP (Principal: Michael C. Wenzel; Location: Oakland); Procurement Contract No. 26409;
 4. Amendment No. 1; Burke, Williams & Sorensen, LLP (Principal: Gregory B. Thomas; Location: Oakland); Procurement Contract No. 23960;
 5. Amendment No. 1; Edrington Schirmer & Murphy LLP (Principal: Timothy P. Murphy; Location: Pleasant Hill); Procurement Contract No. 23961;

6. Amendment No. 1; Liebert Cassidy Whitmore (Principal: Morin Jacob; Location: San Francisco); Procurement Contract No. 23965;
7. Amendment No. 1; McNamara, Ambacher, Wheeler, Hirsig & Gray LLP (Principal: Noah G. Blechman; Location: Pleasant Hill); Procurement Contract No. 23966;
8. Amendment No. 1; Orbach Huff & Henderson LLP (Principal: Kevin Gilbert; Location: Pleasanton); Procurement Contract No. 23968;
9. Amendment No. 2; Fennemore LLP dba Fennemore Wendel (Principal: William Rowell; Location: Oakland); Procurement Contract No. 24395; and
10. Amendment No. 1; Sanders Roberts, LLP formerly Lafayette & Kumagai LLP (Principal: Gary T. Lafayette; Location: Los Angeles); Procurement Contract No. 27406.

DISCUSSION/SUMMARY:

On June 28, 2022, your Board approved (Item No. 33) a three-year contract with a pool of 11 contractors to provide legal defense representation services for the Alameda County Administrator's Office – Risk Management Unit (CAO-RMU) in the amount of \$11,800,000. On August 17, 2022 and December 26, 2023, the General Services Agency (GSA) Director, under Purchasing Agent Authority, Board letter dated July 2, 2013 (File No. 28947, Item No. 24), approved two consent-to-assignment amendments that allowed for the following changes:

- A. Changing Bertrand, Fox, Elliot, Osman & Wenzel corporate structure from a C-Corporation to LLP; and
- B. Changing Wendel Rosen LLP name to Fennemore LLP dba Fennemore Wendel.

The County of Alameda (County) administers its claims (tort/auto liability, civil rights, employment practices, medical malpractice) through a Third-Party Administrator (TPA). These claims are self-insured through Public Risk Innovation, Solutions, and Management, the risk-sharing pool of which the County is a member. The risk pool is made up of multiple public entities from California and other states.

Litigation is handled by a panel of outside legal defense firms and attorneys from the County's Office of the County Counsel (OCC) in coordination with RMU and the TPA. The primary role of outside legal defense counsel is to continue fully representing the County in various pre-litigation claims and litigated cases. Outside legal counsel will continue to receive assignments and instructions for each case from the TPA in coordination with RMU and OCC. In the past, the County typically had approximately 60 new cases per year that required assignment to outside counsel. With the increase in current litigation, that number has increased to 75 cases requiring assignment to outside counsel. The assignment of cases is based primarily on the contractor's expertise and experience. Not all contractors receive work in all areas in which they were scored/awarded.

The contract increase is needed at this time because liability legal defense contract expenditures in the past two fiscal years have been much higher than in previous years, as illustrated by the following table.

FY 2021-22 Contract Expenditures	FY 2022-23 Contract Expenditures	FY 2023-24 Contract Expenditures
\$2,716,491	\$5,630,127	\$5,724,813

Fiscal Year (FY) 2021-22 was the last year of the previous contract, and the amount of the current contract was based in part on its expenditures. Liability legal defense costs have increased dramatically in the past two years due to large increases in claims frequency and the number of complex cases requiring significantly more work by the legal defense panel contractors.

Haapala, Thompson & Abern, LLP, previously one of the awarded contractors, has ceased doing business, and all their cases have been reassigned; therefore, this amendment will not increase their contract.

CAO-RMU is satisfied with the services currently provided by the pool of contractors. The contract allows for this increase by mutual agreement. The amendment will ensure continuity of services.

SELECTION CRITERIA/PROCESS:

CAO-RMU worked with GSA–Procurement to develop a Request for Proposal (RFP) that was issued on January 31, 2022, and resulted in 13 responses. The following awarded pool of contractors were the highest-scoring vendors, met all requirements of the RFP, and received favorable references.

- a. Allen Glaessner Hazelwood & Werth LLP (Certified Small: 22-00012; Expiration: 1/31/25).
- b. Andrada & Associates Professional Corporation (Certified Small: 04-90417; Expiration: 4/30/26).
- c. Bertrand, Fox, Elliot, Osman & Wenzel LLP (Certified Small: 12-00137; Expiration: 9/30/26).
- d. Orbach Huff & Henderson LLP (Certified Small: 21-00078; Expiration: 10/31/25).
- e. Edrington Schirmer & Murphy LLP agreed to subcontract 10% with the following Small Local Emerging Business (SLEB) subcontractors: Blaisdell’s Business Products (Certified Small: 02-90133; Expiration: 3/31/25) to provide office supplies and equipment and 10% with Quintero Deposition, LLC (Certified Small: 17-00072; Expiration: 6/30/26) to provide court reporting/interpreting services.
- f. Liebert Cassidy Whitmore agreed to subcontract a total of 5% with the following SLEB subcontractors: Oppenheimer Investigations Group, LLP (Certified Small: 11-00151; Expiration: 10/31/24) to provide investigation services, AAA Business Supplies Limited Partnership (Certified Small: 18-00075; Expiration: 7/31/26) to provide office supplies, and

Interceptor Legal Support Services, Inc. (Certified Small: 04-90604; Expiration: 3/31/25) to provide court filing services. The Office of Acquisition Policy (OAP) approved the reduction of the SLEB subcontracting amount from 20% to 5% and issued SLEB waiver No. 9760, valid through 6/30/25.

- g. McNamara, Ambacher, Wheeler, Hirsig & Gray LLP agreed to subcontract a total of 5% with the following SLEB subcontractors: Elisabeth Ball & Associates, Inc. (Certified Small: 06-90916; Expiration: 12/31/26) to provide court reporting services and with Interceptor Legal Support Services, Inc. (Certified Small: 04-90604; Expiration: 3/31/25) to provide legal support services. OAP approved the reduction of the SLEB subcontracting amount from 20% to 5% and issued SLEB waiver No. 9765, valid through 6/30/25.*
- h. Burke, Williams & Sorensen, LLP agreed to subcontract a total of 5% with the following SLEB subcontractors: Quintero Deposition, LLC (Certified Small: 17-00072; Expiration: 6/30/26) to provide court reporting/interpreting services, Oppenheimer Investigations Group, LLP (Certified Small: 11-00151; Expiration: 10/31/24) to provide investigation services, and Elisabeth Ball & Associates, Inc. (Certified Small: 06-90916; Expiration: 12/31/26) to provide court reporting services. OAP approved the reduction of the SLEB subcontracting amount from 20% to 5% and issued SLEB waiver No. 9764, valid through 6/30/25.*
- i. Fennemore LLP dba Fennemore Wendel agreed to subcontract a total of 5% with the following SLEB subcontractors: Quintero Deposition, LLC. (Certified Small: 17-00072; Expiration: 6/30/26) to provide court reporting/interpreting services, Elisabeth Ball & Associates, Inc. (Certified Small: 06-90916; Expiration: 12/31/26) to provide court reporting services, Interceptor Legal Support Services, Inc. (Certified Small: 04-90604; Expiration: 3/31/25) to provide court filing services, and Oppenheimer Investigations Group, LLP (Certified Small: 11-00151; Expiration: 10/31/24) to provide investigation services. OAP approved the reduction of the SLEB subcontracting amount from 20% to 5% and issued SLEB waiver No. 9763, valid through 6/30/25.*
- j. Sanders Roberts, LLP agreed to subcontract 5% with the following SLEB contractor: Andrada & Associates Professional Corporation. (Certified Small: 04-90417; Expiration: 4/30/26). OAP approved the reduction of the SLEB subcontracting amount from 20% to 5% and issued SLEB waiver No. 9762, valid through 6/30/25.*

The County's SLEB program presents a difficulty unique to the legal profession. The County's legal defense representation contractors, all of which are law firms staffed by California licensed attorneys, perform all professional services in-house at each firm. There is limited opportunity to subcontract out a portion of the contracted work which nearly always involves ancillary functions such as court reporting or subpoena services. The cost of these ancillary services is low compared to the cost of professional legal services provided by attorneys, so most firms experience difficulty meeting the requirement of subcontracting out 20% of their invoice amounts to SLEB subcontractors. The hourly rates that the County pays the contractors include payment for the attorneys' labor as well as their support staff and their firm's overhead costs.

As verified in the Elation Systems, Small Local and Emerging Business (SLEB) subcontractor achievements to date are as follows:

- a. *Edrington Schirmer & Murphy LLP -18.72%*
- b. *Liebert Cassidy Whitmore. The County has not made any payments to Liebert Cassidy Whitmore, so they are not required to make any payments to a SLEB subcontractor.*
- c. *McNamara, Ambacher, Wheeler, Hirsig & Gray LLP - 0%*
- d. *Burke, Williams & Sorensen, LLP - 0%*
- e. *Fennemore LLP dba Fennemore Wendel – 0%*
- f. *Lafayette & Kumagai LLP is a certified SLEB, and it reassigned the contract to Sanders Roberts LLP. Moving forward, Sanders Roberts LLP will work with its SLEB subcontractors to meet the SLEB subcontracting requirements.*

The above contractors will continue to work with its subcontractors to meet the Alameda County's 5% SLEB requirements

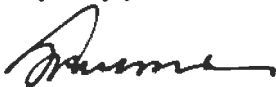
FINANCING:

Appropriations for this contract are included in the RMU FY 2024-25 Approved Budget. No additional appropriations are required and there will be no increase in net County cost.


VISION 2026 GOAL:

The legal defense representation services contracts fulfill the operating principle of **Fiscal Stewardship** in support of our shared vision of creating and sustaining a **Prosperous and Vibrant Economy**.

Very truly yours,



Susan S. Muranishi
County Administrator

Signed by:

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Kimberly Gasaway
Director, General Services Agency

Attachment

KG\AR\rs\F:\Board Letters\Purchasing\FY 2024-25\902071 BL - Legal Defense Representation Services

cc: Auditor-Controller
County Counsel



FIRST AMENDMENT

CONSENT TO ASSIGNMENT OF STANDARD SERVICES AGREEMENT

This Consent to Assignment and First Amendment of Standard Services Agreement (“Consent and First Amendment Agreement”) is entered into on 10/23/2024, (“Effective Date”) by and among the County of Alameda (“County”), Lafayette & Kumagai LLP (“Assignor”), and Sanders Roberts LLP (“Assignee”).

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

WHEREAS, Assignor entered into a Standard Services Agreement with County dated June 30, 2022, (collectively referred to as herein as the “Contract”) for the legal defense representation services by Assignor; and

WHEREAS, the term of the Contract runs through June 30, 2025, with the ability under Paragraph 35 of the Contract to extend for an additional two years by mutual agreement; and

WHEREAS, Assignor and Assignee have different business names and taxpayer identification numbers, and thus, a contract amendment is required; and

WHEREAS, Assignor desires to assign all rights and obligations relating to the continued performance of the Contract to Assignee as of the effective date, and Assignee is willing to accept such assignment; and

WHEREAS, there will be no change in the process for County to obtain legal defense representation services; and

WHEREAS, the Agreement prohibits Assignor from subcontracting, assigning or delegating any portion of the Agreement without County’s prior written consent; and

WHEREAS, County is willing to consent to the assignment on the terms and conditions provided herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns and transfers all of its rights, title and interest in the Agreement to Assignee as of the Effective Date. Assignor represents that, to the best of its knowledge, no undisclosed agreement, concession, or litigation of any nature affecting the Agreement exists and that Agreement is in full force and effect, and Assignor knows of no defect, default, breach, waiver of rights, or other issue that would impair

Assignee's rights herein.

2. **Acceptance and Assumption.** Assignee hereby assumes all rights, obligations, and liabilities for the performance of the Contract as of the Effective Date. By execution of this Assignment and Amendment Agreement, Assignee agrees to be bound by and to perform each Contract requirement in accordance with the conditions contained therein, as Amended by this Assignment and Amendment Agreement.
3. **Consent to Assignment.** County hereby consents to Assignor's assignment of the Contract to Assignee as of the Effective Date. By consenting to the assignment, County does not waiver or release Assignor from any claim or cause of action County has or may have against Assignor by reason of, arising out of, or relating to Assignor's performance of the Contract and Assignor's obligations regarding Indemnification shall remain in full force and effect. This consent shall not be construed as a waiver or modification of County's right to approve any future assignment of the Contract.
4. **Assignee Certifications.**
 - 1 Assignee has completed the Questionnaire for Determining the Withholding Status, to include the employer identification number.
 - 2 Assignee is in compliance with Exhibit C, Insurance Requirements.
 - 3 Assignee has signed Exhibit D, Debarment and Suspension Certification, and agrees to comply with applicable federal suspension and debarment regulations.
 - 4 Attached hereto is Exhibit E a Contract Compliance Requirements.
 - 5 Assignee has signed and certifies its compliance with Exhibit F, Certification regarding the Iran Contracting Act of 2010.
5. **Amendment.** The Parties agree that the Contract is amended as follows, effective on the Effective Date of this Consent and Amendment Agreement:
 - 1 General Terms and Conditions, Paragraph 13, Notices, of the Contract is amended to update the contact information for the Contractor to:

To Contractor: SANDERS ROBERTS, LLP
1300 Clay Street, Suite 810
Oakland, CA 94612
Attn: Gary Lafayette, 4153574600
glafayette@sandersroberts.com
 - 2 General Terms and Conditions, Paragraph 21, Small, Local and Emerging Business

(SLEB) Participation, of the Contract is amended to update the SLEB Subcontracting information. The Office of Acquisition Policy approved reduction of the SLEB subcontracting amount from 20% to 5% and issued SLEB waiver No. 9762, expiring on 6/30/25.

Contractor shall subcontract with Andrada & Associates Professional Corporation (1939 Harrison Street, Suite 612, Oakland, CA 94612; Principal, Randy Andrada), for services to be provided under this Agreement in an amount equal to five percent (5%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. 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.
- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- c. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business 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 & Reporting (OCCR).
- d. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation 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 Elation compliance system. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

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.

- 3 For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at ACSLEBcompliance@acgov.org.
6. **Effective Date of Amendment.** The Amendment at Section 5 of this Consent and Amendment Agreement will have no force or effect unless the Assignment takes effect on the Effective Date of this Consent and Amendment Agreement. The parties further agree that upon the Assignment taking effect, the Amendment will concurrently take effect immediately and automatically.
7. **Binding Effect.** This Consent and Amendment Agreement binds and inures to the benefit of the parties and their respective heirs, successors, and assigns.
8. **Counterparts.** This Consent and Amendment Agreement may be executed in one or more counterparts, each of which will be an original, but all of which will together constitute one instrument.
9. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed a pool amount of Nine Million Five Hundred Thousand dollars (\$9,500,000). As a result of these additional services, the not-to-exceed pool amount has increased from Eleven Million Eight Hundred Thousand dollars (\$11,800,000) to Twenty-One Million Three Hundred Thousand dollars (\$21,300,000) over the term of the Agreement and any amendments.
10. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed pool amount in the last sentence to \$21,300,000.
11. Item 3 of Exhibit B is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total pooled amount of \$21,300,000. This cost includes all taxes and all other charges.
12. Except as expressly modified by this Consent of Assignment and First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

COUNTY OF ALAMEDA

By: DocuSigned by:
Detra Dillon
DE9C0172C941490... _____
Signature

Name: Detra Dillon
(Printed)

Title: Procurement Administrator

Date: 10/23/2024

ASSIGNOR: LAFAYETTE & KUMAGAI LLP

By: DocuSigned by:
Gary T. Lafayette
34025304F787409... _____
Signature

Name: Gary T. Lafayette
(Printed)

Title: Partner

Date: 10/2/2024

ASSIGNOFF: SANDFERS ROBERTS, LLP

By: DocuSigned by:
Gary T. Lafayette
34025304F787409... _____
Signature

Name: Gary T. Lafayette
(Printed)

Title: Partner

Date: 10/2/2024

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.

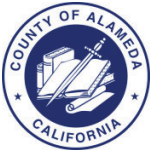


EXHIBIT D

**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. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on the attached page.

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

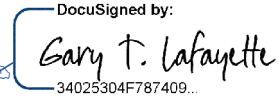
CONTRACTOR (COMPANY): <u>Sanders Roberts, LLP</u>	
NAME/TITLE OF AUTHORIZED SIGNER: <u>Gary T. Lafayette</u>	
SIGNATURE: 	DATE: <u>10/2/2024</u>



EXHIBIT E

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems at (<https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) 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.

Elation Systems support, resources and assistance is available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.



EXHIBIT F

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

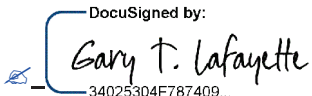
For Procurements of \$1,000,000 or more

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: _____

CONTRACTOR (COMPANY): <u>Sanders Roberts, LLP</u>	
NAME/TITLE OF AUTHORIZED SIGNER: <u>Gary T. Lafayette</u>	
SIGNATURE: 	DATE: <u>10/2/2024</u>



FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Allen Glaessner Hazelwood & Werth LLP, (“Contractor”) with respect to that certain agreement entered by them on June 30, 2022 (referred to herein as the “Agreement”) pursuant to which Contractor provides legal defense representation services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this First Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
2. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed a pool amount of Nine Million Five Hundred Thousand dollars (\$9,500,000). As a result of these additional services, the not-to-exceed pool amount has increased from Eleven Million Eight Hundred Thousand dollars (\$11,800,000) to Twenty-One Million Three Hundred Thousand dollars (\$21,300,000) over the term of the Agreement and any amendments.
3. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed pool amount in the last sentence to \$21,300,000.
4. Item 3 of Exhibit B is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total pooled amount of \$21,300,000. This cost includes all taxes and all other charges.
5. Attached hereto is Exhibit D-1, a current Debarment and Suspension Certificate executed by the Contractor.
6. Attached hereto is Exhibit E-1, THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of \$1,000,000 statement executed by Contractor.
7. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

COUNTY OF ALAMEDA

ALLEN GLAESSNER HAZELWOOD & WERTH
LLP

By: DocuSigned by:
Detra Dillon
DE9C0172C9A1490
Signature

By: Signed by:
Mark Hazelwood
F87400028D8446D...
Signature

Name: Detra Dillon
(Printed)

Name: Mark Hazelwood
(Printed)

Title: Procurement Administrator

Title: Partner/Attorney

Date: 10/23/2024

Date: 9/30/2024

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-1

**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.

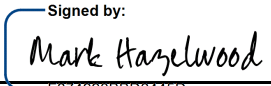
If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on the attached page.

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

CONTRACTOR (COMPANY): Allen, Glaessner, Hazelwood & Werth

NAME/TITLE OF AUTHORIZED SIGNER: Mark Hazelwood

SIGNATURE:  **DATE:** 9/30/2024

Signed by:
F874990BBD6445D...



EXHIBIT E-1

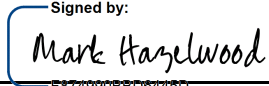
COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

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: _____

CONTRACTOR (COMPANY): <u>Allen, Glaessner, Hazelwood & Werth</u>	
NAME/TITLE OF AUTHORIZED SIGNER: <u>Mark Hazelwood</u>	
SIGNATURE: 	DATE: <u>9/30/2024</u>



FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Andrada & Associates Professional Corporation, (“Contractor”) with respect to that certain agreement entered by them on June 30, 2022 (referred to herein as the “Agreement”) pursuant to which Contractor provides legal defense representation services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this First Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
2. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed a pool amount of Nine Million Five Hundred Thousand dollars (\$9,500,000). As a result of these additional services, the not-to-exceed pool amount has increased from Eleven Million Eight Hundred Thousand dollars (\$11,800,000) to Twenty-One Million Three Hundred Thousand dollars (\$21,300,000) over the term of the Agreement and any amendments.
3. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed pool amount in the last sentence to \$21,300,000.
4. Item 3 of Exhibit B is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total pooled amount of \$21,300,000. This cost includes all taxes and all other charges.
5. Attached hereto is Exhibit D-1, a current Debarment and Suspension Certificate executed by the Contractor.
6. Attached hereto is Exhibit E-1, THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of \$1,000,000 statement executed by Contractor.
7. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

COUNTY OF ALAMEDA

ANDRADA & ASSOCIATES PROFESSIONAL CORPORATION

DocuSigned by:
Detra Dillon
By: _____
Signature

DocuSigned by:
J. Randall Andrada
By: _____
Signature

Name: Detra Dillon
(Printed)

Name: J. Randall Andrada
(Printed)

Title: Procurement Administrator

Title: President

Date: 10/23/2024

Date: 9/27/2024

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-1

**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.

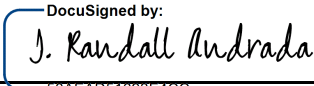
If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on the attached page.

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

CONTRACTOR (COMPANY): Andrada & Associates

NAME/TITLE OF AUTHORIZED SIGNER: J. Randall Andrada

SIGNATURE:  **DATE:** 9/27/2024

50AEAD51893E4CC...



EXHIBIT E-1

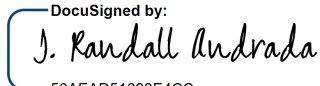
COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

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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.

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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: _____

CONTRACTOR (COMPANY): <u>Andrada & Associates</u>	
NAME/TITLE OF AUTHORIZED SIGNER: <u>J. Randall Andrada</u>	
SIGNATURE: 	DATE: <u>9/27/2024</u>



FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Burke, Williams & Sorensen, LLP, (“Contractor”) with respect to that certain agreement entered by them on June 30, 2022 (referred to herein as the “Agreement”) pursuant to which Contractor provides legal defense representation services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this First Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
2. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed a pool amount of Nine Million Five Hundred Thousand dollars (\$9,500,000). As a result of these additional services, the not-to-exceed pool amount has increased from Eleven Million Eight Hundred Thousand dollars (\$11,800,000) to Twenty-One Million Three Hundred Thousand dollars (\$21,300,000) over the term of the Agreement and any amendments.
3. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed pool amount in the last sentence to \$21,300,000.
4. Paragraph 21 of the Standard Services Agreement, Small Local and Emerging Business (SLEB) Participation has been changed. The Office of Acquisition Policy approved reducing the SLEB subcontracting participation from 20% to 5% and issued SLEB waiver No. 9764, expiring on 6/30/25.
5. Item 3 of Exhibit B is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total pooled amount of \$21,300,000. This cost includes all taxes and all other charges.
6. Attached hereto is Exhibit D-1, a current Debarment and Suspension Certificate executed by the Contractor.
7. Attached hereto is Exhibit E-1, a Contract Compliance Requirements.

8. Attached hereto is Exhibit F-1, THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of \$1,000,000 statement executed by Contractor.
9. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

COUNTY OF ALAMEDA

BURKE, WILLIAMS & SORENSEN, LLP

DocuSigned by:
Detra Dillon
By: DE9C0172C941490...
Signature

Signed by:
Gregory B. Thomas
By: 9ABF005AB7EE4FF...
Signature

Name: Detra Dillon
(Printed)

Name: Gregory B. Thomas
(Printed)

Title: Procurement Administrator

Title: Partner

Date: 10/23/2024

Date: 9/26/2024

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-1

**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.

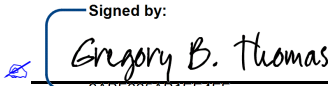
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Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature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

CONTRACTOR (COMPANY): Burke, Williams & Sorensen

NAME/TITLE OF AUTHORIZED SIGNER: Gregory B. Thomas

SIGNATURE:  **DATE:** 9/26/2024

Signed by:
9ABF665AB1EE4FF...



EXHIBIT E-1

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems at (<https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) 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.

Elation Systems support, resources and assistance is available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.



EXHIBIT F-1

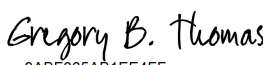
COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

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:

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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: _____

CONTRACTOR (COMPANY):	Burke, Williams & Sorensen		
NAME/TITLE OF AUTHORIZED SIGNER:	Gregory B. Thomas		
SIGNATURE:	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>Signed by:</small>  <small>9ABF065AD1EE4FF...</small> </div>	DATE:	9/26/2024



FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Edrington Schirmer & Murphy LLP, (“Contractor”) with respect to that certain agreement entered by them on June 30, 2022 (referred to herein as the “Agreement”) pursuant to which Contractor provides legal defense representation services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this First Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
2. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed a pool amount of Nine Million Five Hundred Thousand dollars (\$9,500,000). As a result of these additional services, the not-to-exceed pool amount has increased from Eleven Million Eight Hundred Thousand dollars (\$11,800,000) to Twenty-One Million Three Hundred Thousand dollars (\$21,300,000) over the term of the Agreement and any amendments.
3. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed pool amount in the last sentence to \$21,300,000.
4. Item 2 of Exhibit A is deleted and replaced with the following:

Name	Title	Telephone	Email Address
Keith R. Schirmer	Attorney/Partner	925-827-3300 (x115)	kchirmer@esmlawfirm.com
Timothy P. Murphy	Attorney/Partner	925-827-3300 (x112)	tmurphy@esmlawfirm.com
James M. Marzan	Attorney/Partner	925-827-3300 (x114)	jmarzan@esmlawfirm.com
James G. Gilyard	Attorney/Associate	925-827-3300 (x123)	ygilyard@esmlawfirm.com
Vilma A. Lopez	Attorney/ Associate	925-827-3300 (x119)	vlopez@esmlawfirm.com
Kimberly Johnson	Paralegal/Legal Assistant	925-827-3300 (x129)	kim@esmlawfirm.com
Monica Haase	Paralegal/Legal Assistant	925-827-3300 (x117)	monica@esmlawfirm.com
Dolores M. Donohoe	Attorney/Of Counsel	925-827-3300 (x111)	ldonohoe@esmlawfirm.com

5. Item 3 of Exhibit B is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total pooled amount of \$21,300,000. This cost includes all taxes and all other charges.

6. Attached hereto is Exhibit D-1, a current Debarment and Suspension Certificate executed by the Contractor.
7. Attached hereto is Exhibit E-1, a Contract Compliance Requirements.
8. Attached hereto is Exhibit F-1, THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of \$1,000,000 statement executed by Contractor.
9. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

COUNTY OF ALAMEDA

EDRINGTON SCHIRMER & MURPHY LLP

By: DocuSigned by:
Detra Dillon
DE9C0172C941490...
Signature

By: DocuSigned by:
Timothy P. Murphy
A7450C71C17445B...
Signature

Name: Detra Dillon
(Printed)

Name: Timothy P. Murphy
(Printed)

Title: Procurement Administrator

Title: Partner

Date: 10/23/2024

Date: 9/26/2024

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-1

**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.

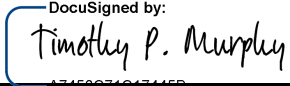
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CONTRACTOR (COMPANY): Edrington, Schirmer & Murphy LLP

NAME/TITLE OF AUTHORIZED SIGNER: Timothy P. Murphy

SIGNATURE:  **DATE:** 9/26/2024

A7450C71C17445B...



EXHIBIT E-1

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems at (<https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) 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.

Elation Systems support, resources and assistance is available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.



EXHIBIT F-1

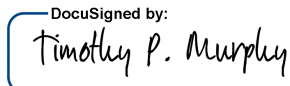
COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

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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: _____

CONTRACTOR (COMPANY):	Timothy P. Murphy	
NAME/TITLE OF AUTHORIZED SIGNER:	Timothy P. Murphy	
SIGNATURE:	 <small>A7450C71C17445B...</small>	DATE: 9/26/2024



FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Liebert Cassidy Whitmore, (“Contractor”) with respect to that certain agreement entered by them on June 30, 2022 (referred to herein as the “Agreement”) pursuant to which Contractor provides legal defense representation services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this First Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
2. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed a pool amount of Nine Million Five Hundred Thousand dollars (\$9,500,000). As a result of these additional services, the not-to-exceed pool amount has increased from Eleven Million Eight Hundred Thousand dollars (\$11,800,000) to Twenty-One Million Three Hundred Thousand dollars (\$21,300,000) over the term of the Agreement and any amendments.
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5. Item 3 of Exhibit B is deleted and replaced with the following:

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9. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

COUNTY OF ALAMEDA

LIEBERT CASSIDY WHITMORE

By: DocuSigned by:
Detra Dillon
DE9C0172C941490
Signature

By: Signed by:
J. Scott Tiedemann
706846A30DD54AF...
Signature

Name: Detra Dillon
(Printed)

Name: J. Scott Tiedemann
(Printed)

Title: Procurement Administrator

Title: Managing Partner

Date: 10/23/2024

Date: 9/27/2024

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-1

**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.

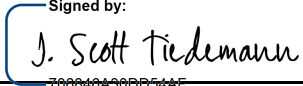
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CONTRACTOR (COMPANY): Liebert Cassidy Whitmore

NAME/TITLE OF AUTHORIZED SIGNER: J. Scott Tiedemann

SIGNATURE:  **DATE:** 9/27/2024

Signed by:
700848A30DD54AF ...



EXHIBIT E-1

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

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Upon receipt of signed contract documents, prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) 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.

Elation Systems support, resources and assistance is available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.



EXHIBIT F-1

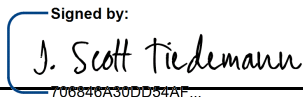
COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

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: _____

CONTRACTOR (COMPANY): <u>Liebert Cassidy Whitmore</u>	
NAME/TITLE OF AUTHORIZED SIGNER: <u>J. Scott Tiedemann</u>	
SIGNATURE: 	DATE: <u>9/27/2024</u>



FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and McNamara, Ambacher, Wheeler, Hirsig & Gray LLP, (“Contractor”) with respect to that certain agreement entered by them on June 30, 2022 (referred to herein as the “Agreement”) pursuant to which Contractor provides legal defense representation services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this First Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
2. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed a pool amount of Nine Million Five Hundred Thousand dollars (\$9,500,000). As a result of these additional services, the not-to-exceed pool amount has increased from Eleven Million Eight Hundred Thousand dollars (\$11,800,000) to Twenty-One Million Three Hundred Thousand dollars (\$21,300,000) over the term of the Agreement and any amendments.
3. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed pool amount in the last sentence to \$21,300,000.
4. Paragraph 21 of the Standard Services Agreement, Small Local and Emerging Business (SLEB) Participation has been changed. The Office of Acquisition Policy approved reducing the SLEB subcontracting participation from 20% to 5% and issued SLEB waiver No. 9765, expiring on 6/30/25.
5. Item 3 of Exhibit B is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total pooled amount of \$21,300,000. This cost includes all taxes and all other charges.
6. Attached hereto is Exhibit D-1, a current Debarment and Suspension Certificate executed by the Contractor.
7. Attached hereto is Exhibit E-1, a Contract Compliance Requirements.

8. Attached hereto is Exhibit F-1, THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of \$1,000,000 statement executed by Contractor.
9. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

COUNTY OF ALAMEDA

MCNAMARA, AMBACHER, WHEELER,
HIRSIG & GRAY LLP

By: DocuSigned by:
Detra Dillon
DE9C0172C941490
Signature

By: Signed by:
Noah G. Blechman
4EA83EB10DFA4BA...
Signature

Name: Detra Dillon
(Printed)

Name: Noah G. Blechman
(Printed)

Title: Procurement Administrator

Title: Partner

Date: 10/23/2024

Date: 9/27/2024

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-1

**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. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on the attached page.

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

CONTRACTOR (COMPANY): McNamara Law Firm

NAME/TITLE OF AUTHORIZED SIGNER: Noah G. Blechman

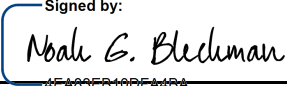
SIGNATURE:  **DATE:** 9/27/2024



EXHIBIT E-1

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems at (<https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) 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.

Elation Systems support, resources and assistance is available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.



EXHIBIT F-1

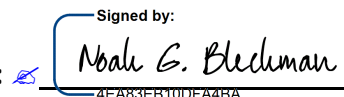
COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

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: _____

CONTRACTOR (COMPANY): <u>McNamara Law Firm</u>	
NAME/TITLE OF AUTHORIZED SIGNER: <u>Noah G. Blechman</u>	
SIGNATURE: 	DATE: <u>9/27/2024</u>



FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Orbach Huff & Henderson LLP, (“Contractor”) with respect to that certain agreement entered by them on June 30, 2022 (referred to herein as the “Agreement”) pursuant to which Contractor provides legal defense representation services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this First Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
2. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed a pool amount of Nine Million Five Hundred Thousand dollars (\$9,500,000). As a result of these additional services, the not-to-exceed pool amount has increased from Eleven Million Eight Hundred Thousand dollars (\$11,800,000) to Twenty-One Million Three Hundred Thousand dollars (\$21,300,000) over the term of the Agreement and any amendments.
3. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed pool amount in the last sentence to \$21,300,000.
4. Item 2 of Exhibit A is deleted and replaced with the following:

Name	Title	Telephone	Email Address
Kevin Gilbert	Partner	510-350-3582	kgilbert@ohhlegal.com
Nicholas Fine	Senior Counsel	510-350-4066	nfine@ohhlegal.com
Kelly Houle-Sandoval	Senior Counsel	310-788-9200	khoule-sandoval@ohhlegal.com
Carolyn Aguilar	Associate	510-999-7908	caguilar@ohhlegal.com
Julia A. Wolpert	Associate	310-788-9200	jwolpert@ohhlegal.com
Elena LaBella	Paralegal	510-999-7908	elabella@ohhlegal.com

5. Item 3 of Exhibit B is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total pooled amount of \$21,300,000. This cost includes all taxes and all other charges.

6. Attached hereto is Exhibit D-1, a current Debarment and Suspension Certificate executed by the Contractor.
7. Attached hereto is Exhibit E-1, THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of \$1,000,000 statement executed by Contractor.
8. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

COUNTY OF ALAMEDA

ORBACH HUFF & HENDERSON LLP

DocuSigned by:
Detra Dillon
By: _____
DE9C0172C941490
Signature

DocuSigned by:
Philip J. Henderson
By: _____
09BF05CE74854AF
Signature

Name: Detra Dillon
(Printed)

Name: Philip J. Henderson
(Printed)

Title: Procurement Administrator

Title: Partner

Date: 10/23/2024

Date: 9/27/2024

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-1

**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.

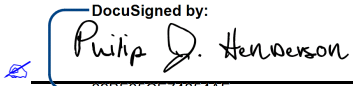
If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on the attached page.

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

CONTRACTOR (COMPANY): Orbach Huff & Henderson LLP

NAME/TITLE OF AUTHORIZED SIGNER: Philip J. Henderson

SIGNATURE:  **DATE:** 9/27/2024

DocuSigned by:
Philip J. Henderson
09BF05CE74854AF...



EXHIBIT E-1

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: _____

CONTRACTOR (COMPANY): Orbach Huff & Henderson LLP

NAME/TITLE OF AUTHORIZED SIGNER: Philip J. Henderson

SIGNATURE:  _____ **DATE:** 9/27/2024

09BF05CE74854AF...



SECOND AMENDMENT TO STANDARD SERVICES AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Bertrand, Fox, Elliot, Osman & Wenzel LLP (“Contractor”) with respect to that certain agreement entered by them on June 30, 2022 and that certain First December 12, 2023, Amendments to Agreement, (collectively referred to herein as the “Agreement”) pursuant to which Contractor provides legal defense representation services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this Second Amendment, the terms and provisions of this Second Amendment will be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
2. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed a pool amount of Nine Million Five Hundred Thousand dollars (\$9,500,000). As a result of these additional services, the not-to-exceed pool amount has increased from Eleven Million Eight Hundred Thousand dollars (\$11,800,000) to Twenty-One Million Three Hundred Thousand dollars (\$21,300,000) over the term of the Agreement and any amendments.
3. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed pool amount in the last sentence to \$21,300,000.
4. Item 3 of Exhibit B is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total pooled amount of \$21,300,000. This cost includes all taxes and all other charges.
5. Attached hereto is Exhibit D-2, a current Debarment and Suspension Certificate executed by Contractor
6. Attached hereto is Exhibit E-2, THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of \$1,000,000 statement executed by Contractor

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

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment.

COUNTY OF ALAMEDA

BERTRAND, FOX, ELLIOT, OSMAN &
WENZEL LLP

DocuSigned by:
Detra Dillon
DE9C0172C941490...
By: _____
Signature

DocuSigned by:
Michael C. Wenzel
1FDF4A13AC7043C...
By: _____
Signature

Name: Detra Dillon
(Printed)

Name: Michael C. Wenzel
(Printed)

Title: Procurement Administrator

Title: Partner

Date: 10/23/2024

Date: 9/26/2024

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-2

**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. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on attached page.

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

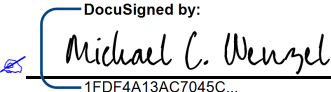
CONTRACTOR (COMPANY): <u>Bertrand, Fox, Elliot, Osman & Wenzel</u>	
NAME/TITLE OF AUTHORIZED SIGNER: <u>Michael C. Wenzel</u>	
SIGNATURE: 	DATE: <u>9/26/2024</u>



EXHIBIT E-2

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

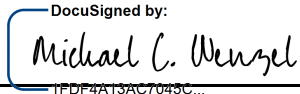
For Procurements of \$1,000,000 or more

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: _____

CONTRACTOR (COMPANY):	Bertrand, Fox, Elliot, Osman & Wenzel	
NAME/TITLE OF AUTHORIZED SIGNER:	Michael C. Wenzel	
SIGNATURE:	 <small>DocuSigned by:</small> <i>Michael C. Wenzel</i> <small>1FDF4A13AC7043C...</small>	DATE: 9/26/2024



SECOND AMENDMENT TO STANDARD SERVICES AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Fennemore LLP dba Fennemore Wendel (“Contractor”) with respect to that certain agreement between the parties dated June 30, 2022, and that certain First Amendment to Agreement dated August 19, 2022 (collectively referred to herein as the “Agreement”), pursuant to which Contractor provides legal defense representation services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this Second Amendment, the terms and provisions of this Second Amendment will be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
2. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed a pool amount of Nine Million Five Hundred Thousand dollars (\$9,500,000). As a result of these additional services, the not-to-exceed pool amount has increased from Eleven Million Eight Hundred Thousand dollars (\$11,800,000) to Twenty-One Million Three Hundred Thousand dollars (\$21,300,000) over the term of the Agreement and any amendments.
3. The final paragraph on page 1 and Paragraph 20 of the Agreement have each been amended by changing the shall not exceed pool amount in the last sentence of each such paragraph to \$21,300,000.
4. Paragraph 21 of the Standard Services Agreement, Small Local and Emerging Business (SLEB) Participation has been changed: The Office of Acquisition Policy approved reducing the SLEB subcontracting participation from 20% to 5% and issued SLEB waiver No. 9763, expiring on 6/30/25.
5. Item 3 of Exhibit B is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total pooled amount of \$21,300,000. This cost includes all taxes and all other charges.

6. Attached hereto is Exhibit D-2, a current Debarment and Suspension Certificate executed by Contractor
7. Attached hereto is Exhibit E-2 setting forth the applicable Contract Compliance Reporting Requirements.
8. Attached hereto is Exhibit F-2, THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of \$1,000,000 statement executed by Contractor
9. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment.

COUNTY OF ALAMEDA

FENNEMORE LLP DBA FENNEMORE
WENDEL

By: DocuSigned by:
Detra Dillon
DE9C0172C941490...
Signature

By: DocuSigned by:
Neal A. Parish
CC337593B6034F3...
Signature

Name: Detra Dillon
(Printed)

Name: Neal A. Parish
(Printed)

Title: Procurement Administrator

Title: Director

Date: 10/23/2024

Date: 10/2/2024

Approved as to Form:

By: Signed by:
Kristy van Herick
4E76D2504B6448D...
County Counsel Signature

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



EXHIBIT D-2

**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. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on attached page.

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

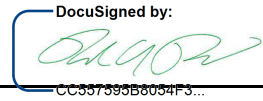
CONTRACTOR (COMPANY): <u>Fennemore Wendel</u>	
NAME/TITLE OF AUTHORIZED SIGNER: <u>Neal A. Parish</u>	
SIGNATURE: 	DATE: <u>10/2/2024</u>



EXHIBIT E-2

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems at (<https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) 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.

Elation Systems support, resources and assistance is available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.



EXHIBIT F-2

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: _____

CONTRACTOR (COMPANY): Fennemore Wendel	
NAME/TITLE OF AUTHORIZED SIGNER: Neal A. Parish	
SIGNATURE: 	DATE: 10/2/2024
<small>DocuSigned by: CC557595B8054F3...</small>	