

**FIRST AMENDMENT TO
LEGAL SERVICES AGREEMENT
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
LOZANO SMITH, LLP
RECITALS**

On April 5, 2022, City entered into a Legal Services Agreement with Lozano Smith, a California Limited Liability Partnership (LLP).

A. City desires to secure legal services more fully described in the Agreement, at Exhibit A, entitled "Scope of Services;"

B. The Parties desire to modify the Agreement regarding compensation.

The Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 8 is amended as follows:

8 BILLING STANDARDS

Firm shall not bill for hours other than those hours expressly devoted to the tasks approved in advance by a majority of the City Council, and/or required under the terms of this Agreement. Firm agrees it will not bill for time which is not specifically devoted to said task(s). Firm may bill for lodging for Senior Counsel Jim Sanchez up to four nights per month. Firm shall not bill for secretarial or clerical tasks. The billing format utilized to provide bills shall be set forth in detailed format which readily permits review by City retained auditors.

2. EXHIBIT B – Fee Schedule is amended as set forth in the attached.

3. Except as expressly amended herein, the Agreement remains in full force and effect.

SIGNATURES TO FOLLOW

CITY OF SANTA CLARA, CALIFORNIA
A Chartered California Municipal Corporation

Dated: _____

MAYOR LISA GILLMOR
"City"

LOZANO SMITH LLP

Dated: 07/08/2022

By: 

Name, Title: Karen M. Rezendes, Managing Partner

Principal Place of

Business: 2001 N. Main St. #500 Walnut Creek CA, 94596

Telephone/Fax: 925 953-1620

Email: KRezendes@lozanosmith.com

"Firm"

APPROVED AS TO FORM:

Dated: _____

By: _____

Name, Title: Jenica Maldonado, Of Counsel

Principal Place

of Business: Renne Public Law Group

Telephone/Fax: (415) 848-7200

Email: jmaldonado@publiclawgroup.com

EXHIBIT B
BILLABLE RATES

Firm shall bill its time by the hour at the hourly billable rate assigned to each attorney. Firm shall bill City for its services at its current hourly rates, which are as follows:

Partners / Senior Counsel / Of Counsel	\$300/hour
Associate	\$275/hour
Paralegal / Law Clerk	\$195/hour
Consultant	\$195/hour

The following attorneys and staff members are authorized to bill regarding this engagement. Only attorneys expressly identified herein are authorized to bill regarding this engagement. Firm may seek permission from City to authorize additional billers in accordance with Section 5 of the Agreement:

James (Jim) Sanchez, Senior Counsel

Steve Ngo, Partner

Rebecca Spodick, Associate

Constantine Baranoff, Senior Counsel

Crystal Pizano, Associate

Claire Change, Associate

Andrew Fausto, Associate

Laurie Avedisian-Favini, Senior Counsel

Arne Sandberg, Partner

Stephanie Arwick, Paralegal

Michael Dunne, Paralegal

The hourly rates specified in this Exhibit B apply throughout the term of this Agreement.

Firm will be reimbursed for out-of-pocket costs and expenses actually incurred by Firm in the above-described representation of City, with the exception of fees specifically excluded herein. Reimbursable out-of-pocket expenses shall be pre-approved by City Council and may include, but are not limited to third party reproduction and printing costs, postage, filing fees, transcript costs, and notary fees, to the extent that any such costs are incurred on behalf of City.

With respect to reimbursement of travel-related expenses, the City shall provide monthly car allowances for Attorneys Jim Sanchez and Steve Ngo, respectively, in an amount not to exceed

\$500 per attorney. No other attorneys or staff of Firm are eligible to receive car allowance or to receive reimbursement from the City for travel-related expenses. Except as noted in Section 8 of the Agreement (including lodging for Mr. Sanchez up to four times per month to facilitate working in person for the City), the City will not reimburse the cost of air travel, per diem, or any other travel-related expenses incurred by any attorney of Firm attendant to the Firm's representation of City for this engagement.

In no event shall the maximum amount of fees plus costs exceed the maximum not to exceed contract amount listed below.

Maximum Not to Exceed Contract Amount

Firm was originally provided a Three Hundred Thousand Dollars and Zero Cents (\$300,000) maximum contract amount in the Agreement. In no event shall the total amount paid to the Firm for services, including all fees, costs and/or expenses, under this Amendment exceed an additional Six Hundred Thousand Dollars and Zero Cents (\$600,000.00) subject to budgetary appropriations. Further authorization beyond this amount must be approved by City Council and memorialized as a written amendment to this Agreement.

EXHIBIT B
BILLING STANDARDS

- A. All cases shall be billed monthly pursuant to paragraph 7 of this Agreement, and shall comport with State and ABA billing standards.
- B. The fee portion of each invoice shall include the attorney's name (or initials, if full name is noted elsewhere on invoice), amount, date work was performed, the amount of time expended, rate per hour, and a brief description of the services rendered as a basis for fee calculation, or other method of determining the fees. All tasks set forth in Firm's billing documentation shall be specific and detailed. Examples of unacceptable billing entries include but are not limited to: overly generalized listings of task descriptions (e.g., "review contract" or "prepare for negotiations"); double staff or attorney time on any task, unless expressly authorized by the City Council; block billing; time billed for additional newly assigned attorney(s) to learn case file; assigned work by law clerks; administrative costs; word processing charges; secretarial or clerical charges; time spent on researching and/or drafting work that Firm has done and billed another client for in the past.
- C. Billings under this Agreement shall not be provided in more than six (6) minute increments and shall represent the devotion of a full six minutes before an increment is billed.
- D. The cost and expense portion of the invoice shall clearly identify the nature and amount and any other cost(s) billed to City must be separately itemized with prior written approval of the Chief Assistant City Attorney. Any experts or contractors hired by Firm on behalf of City whose charges are billed through the Firm must also provide such billing itemization and such billing shall be attached to the billing provided to City by Firm. Professional fees and expenses invoiced to City shall be due and payable within thirty (30) days after receipt of Firm's statement.
- E. In support of payment for such bill, Firm shall furnish payroll records, bills, invoices, receipts or other evidence of reimbursable expenses incurred as reasonably requested by the Chief Assistant City Attorney. City reserves the right to require additional substantiation of any item of claimed expense.
- F. Each month's bill should include the total billable hours and expenses to date for each matter.
- G. City encourages the use of paralegals for any task that can be delegated. However, similar to attorneys, no more than two paralegals (but preferably one) should work on each case.
- H. Messenger and other charges in excess of actual costs are not permitted.
- I. Postage charges are billable at actual cost.
- J. Expert witness fees are not automatically authorized. Firm shall obtain approval for each expert witness from the Chief Assistant City Attorney.
- K. Firm shall maintain at least the insurance coverage set forth in Exhibit C at all times.

- L. Work performed on a not-to-exceed basis may not be increased without prior approval by the City Council, depending upon the amount in question.
- M. If Firm is provided with a new case directly from the Chief Assistant City Attorney or City Council or if a matter arises that requires Firm to open a new file, the Chief Assistant City Attorney and City Council should be informed immediately.
- N. City expects that Firm will resolve all discovery disputes without court intervention. If this is impossible due to the conduct of others, please inform the Chief Assistant City Attorney immediately.
- O. City's Finance Department may send a request for an auditor response letter annually. Firm will respond to these requests timely and will provide a copy of Firm's response letter to the Chief Assistant City Attorney.
- P. Firm will provide copies of all motions or briefs which are filed related to City's litigation matters handled by Firm. Unless previously requested, Firm does not need to send drafts or miscellaneous correspondence. Copies of significant pieces of correspondence should be provided to the City Council and Chief Assistant City Attorney, unless City Council directs the Firm to omit the Assistant City Attorney from such communication, in which case the correspondence would be directed to Council alone.
- Q. City expects early and frequent evaluation of its litigation cases handled by Firm. If the likelihood of success on a particular case is low, City needs to know up front in order to minimize litigation costs and make reasonable attempts to settle the case.