

**FIFTH AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
HANSON BRIDGETT LLP**

THIS FIFTH AMENDMENT TO THE AGREEMENT, entered into this 31<sup>st</sup> day of January 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Hanson Bridgett LLP, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement dated November 2, 2021 for legal services, including legal advice, consultation and representation in connection with real property law and negotiations and project entitlements for clients of the County Attorney's Office for the term of November 10, 2021 through December 31, 2022; and

WHEREAS, the parties amended the Agreement in an amendment dated March 11, 2022 to increase the maximum fiscal obligation from \$100,000 to \$200,000;

WHEREAS, the Board of Supervisors authorized a second amendment to the Agreement on June 14, 2022, increasing the maximum fiscal obligation from \$200,000 to \$300,000;

WHEREAS, the Board of Supervisors authorized a third amendment to the Agreement on October 18, 2022, increasing the maximum fiscal obligation from \$300,000 to \$400,000 and extending the term through June 30, 2023.

WHEREAS, the parties amended the Agreement in an amendment dated December 6, 2022 to increase the maximum fiscal obligation from \$400,000 to \$425,000;

WHEREAS, the parties wish to further amend the Agreement to update the hourly rates and increase the maximum fiscal obligation from \$425,000 to \$525,000.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 4 Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms,

conditions and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit A. In no event shall County's total fiscal obligation under this agreement exceed FIVE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$525,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of agreement termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Exhibit A is deleted in its entirety and replaced with Exhibit A-1 attached hereto.
3. **All other terms and conditions of the agreement dated November 2, 2021, as amended by the amendments dated March 11, 2022, June 14, 2022, October 18, 2022 and December 6, 2022, between the County and Contractor, shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**For Contractor: HANSON BRIDGETT LLP**

Rory J. Campbell, partner  
Contractor Signature

1/25/23  
Date

**Rory Campbell, Esq.**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_

**COUNTY OF SAN MATEO**

**By:**  
**President, Board of Supervisors, San Mateo County**

**Date:**

**ATTEST:**

**By:**  
**Clerk of Said Board**