

SECOND AMENDMENT TO LEGAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO LEGAL SERVICES AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and Wilke Fleury, a Limited Liability Partnership, ("Consultant").

WHEREAS, City and Consultant have previously entered into a Legal Services Agreement ("Agreement") dated January 10, 2023, and a First Amendment dated March 27, 2024; and,

WHEREAS, Consultant represents the City in connection with efforts to collect unpaid transient occupancy taxes owed by Viraaaj Investments, LLC, dba Hampton Inn and Suites Merced; and,

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional compensation in connection with said collection matter.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 14, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

"SECTION 14. ADDITIONAL COMPENSATION.
City shall pay to Consultant the not to exceed additional sum of Twenty-Six Thousand Dollars (\$26,000.00) for work performed under the Agreement."

2. Except as herein amended, the Agreement dated January 10, 2023, and First Amendment dated March 27, 2024, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 4/3/2024
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

CONSULTANT
WILKE FLEURY, LLP,
A Limited Liability Partnership

BY: 
Daniel L. Egan
Partner

Taxpayer I.D. No. 94-1149786

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9th Floor

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