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**SECOND AMENDMENT TO LEGAL SERVICES AGREEMENT
DATED JANUARY 14, 2016
CITY OF MERCED**

THIS SECOND AMENDMENT is made and entered into this ____ day of ____, 2017, amending the Legal Services Agreement dated January 14, 2016, as amended by the First Amendment, dated January 17, 2017, by and between the CITY OF MERCED and BEST BEST & KRIEGER, LLP, a limited liability partnership, hereinafter referred to as BB&K.

NOW, THEREFORE, the parties agree to amend the aforementioned Agreement as follows:

Page 1, the paragraph entitled ABOUT OUR REPRESENTATION is amended to read as follows:

Best Best & Krieger LLP is pleased to represent City of Merced. Specifically, we will represent the City regarding post-redevelopment dissolution disputes with the California Department of Finance related to the transfer of cash and assets, including, but not limited to, disputes regarding the Due Diligence Reviews .

In addition, we will also represent the City on complex real estate matters as requested by the City.

Page 2, paragraph entitled YOUR OBLIGATIONS ABOUT FEES AND BILLINGS is amended as follows:

We have already discussed with you the fee arrangement. My current billing rate for public agencies is \$305 per hour. Our work on the post-redevelopment dissolution matters described in this Agreement will not exceed \$140,000, unless the City Council modifies this not-to-exceed number. Our work on the complex real estate matters described in this Agreement will not exceed \$30,000, unless the City Council modifies this not-to-exceed number.

All other terms and conditions of the aforementioned Legal Services Agreement shall remain in effect and unchanged. If you would like us to represent you and agree to the terms set forth in this letter, after you review the letter please sign it and return the signed copy to us.

BBK
BEST BEST & KRIEGER
ATTORNEYS AT LAW

Date: July 11, 2017

BEST BEST & KRIEGER, LLP

By: *Iris P. Yang*
Iris P. Yang, Partner

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
Steve Carrigan, City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: *Kelley Timmer* for
Jolie Houston, Interim City Attorney