

**FIFTH AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS FIFTH AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and Hanson Bridgett LLP whose address of record is 425 Market Street, 26th Floor, San Francisco, California 94105 (hereinafter referred to as "Attorney").

WHEREAS, City and Attorney previously entered into an Agreement for Professional Services ("Agreement") dated July 3, 2023, wherein the total not to exceed compensation amount was \$36,000.00;

WHEREAS, City and Attorney entered into a First Amendment to Agreement dated September 18, 2023, increasing the compensation amount by \$64,000.00 to make the total not to exceed compensation amount \$100,000.00 for the Agreement;

WHEREAS, City and Attorney entered into a Second Amendment dated March 19, 2024, increasing the compensation amount by \$20,000.00 to make the total not to exceed compensation amount \$120,000.00 for the Agreement;

WHEREAS, City and Attorney entered into a Third Amendment dated April 15, 2024, increasing the compensation amount by \$150,000.00 to make the total not to exceed compensation amount \$270,000.00 for the Agreement and to exercise the first option to renew the Agreement for one additional one-year term; and,

WHEREAS, City and Attorney entered into a Fourth Amendment dated October 17, 2024, increasing the compensation amount by \$100,000.00 to make the total not to exceed compensation amount \$370,000.00 for the Agreement; and,

WHEREAS, the parties desire to amend the Agreement to add additional compensation of \$95,000.00 to continue covering the legal services provided by Attorney.

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

1. Section 26, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

"SECTION 26. ADDITIONAL COMPENSATION.
City shall pay to Firm the not to exceed additional sum of
Ninety-Five Thousand Dollars (\$95,000.00) in
accordance with the rates set forth in the Agreement
dated July 3, 2023."

2. Except as herein amended, the Agreement dated July 3, 2023, First Amendment dated September 18, 2023, Second Amendment March 19, 2024, Third Amendment dated April 15, 2024, and Fourth Amendment dated October 17, 2024, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to Agreement for Professional Services 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 2/21/2025
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

HANSON BRIDGETT, LLP

BY:  _____

Printed Name: Emily M. Charley

Taxpayer I.D. No. 94-1205338

ADDRESS: 425 Market St., 26th Fl.
San Francisco, CA 94105

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