

## **FIRST AMENDMENT TO THE AGREEMENT FOR INTERIM LEGAL SERVICES**

This document constitutes the First Amendment to that certain agreement entitled Agreement for Interim Legal Services between the City of Merced, a California Charter Municipal Corporation ("City") and Berliner Cohen, LLP, Attorneys, ("BC") effective on August 15, 2016, hereinafter referred to as "Agreement."

### **RECITAL**

WHEREAS, it is the desire the City and BC to amend certain terms of the Agreement to increase the number of hours of legal services and to extend the Agreement through January 31, 2018.

NOW, THEREFORE, in consideration of the foregoing recital and other consideration, the sufficiency of which is hereby acknowledged, City and BC hereby amend, modify and supplement the Agreement as follows:

#### **Section 2. Attorney's Services and Scope of Work.**

The Agreement effective August 15, 2016, and continuing through January 31, 2018, BC shall be responsible for providing the services set forth in the Agreement as Exhibit "A" ("Basic Services"). Exhibit "A" is also attached to this First Amendment.

#### **Section 3. Compensation.**

Berliner Cohen proposes a flat-rate retainer of \$34,800 per month for up to 120 hours for the Basic Services. Hourly billing to apply after 120 hours per month or for special projects, and would be at a proposed hourly rate of \$300 per hour for Partners and \$220-\$240 for Associates.

#### **General Provisions.**

- A. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- B. Except as modified hereby, the terms and provisions of the Agreement shall remain unmodified and in full force and effect.
- C. All references in this First Amendment to the "Agreement" shall refer to the Agreement as modified by the First Amendment.
- D. Capitalized terms used in this First Amendment shall have the meaning ascribed to such terms in the Agreement, unless otherwise defined in this First Amendment.

- E. In case of any conflict between any term or provision of this First Amendment and any term of provision of the Agreement, the term or provision of this First Amendment shall govern.
- F. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the dates set forth besides their signatures below.

WITNESSETH:

**BERLINER COHEN, LLP, ATTORNEYS**

Dated: 2/8/2017

By:   
Jeff Kaufman, Partner

**CITY OF MERCED**


a California Charter Municipal Corporation of the  
State of California

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Steve Carrigan  
City Manager

Approved as to form:

Dated: 2/8/17

By:   
Kelly Fincher  
Chief Deputy City Attorney

ATTEST:  
STEVE CARRIGAN, CITY CLERK

By: \_\_\_\_\_  
Assistant/Deputy City Clerk

ACCOUNT DATA:

By: \_\_\_\_\_  
Verified by Finance Officer