

SECOND AMENDMENT TO AGREEMENT FOR INTERIM LEGAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and Berliner Cohen, LLP, Attorneys, a partnership ("Attorney").

WHEREAS, City and Attorney have previously entered into an Agreement for Interim Legal Services ("Agreement") dated August 15, 2016 and a First Amendment to Agreement for Interim Legal Services dated February 21, 2017; and,

WHEREAS, Attorney is providing interim legal services including representation of and advice to the Council, committees and commissions and all City officials in legal matters of municipal government; and,

WHEREAS, It is the desire of the City and Attorney to amend the term of the Agreement by extending the Agreement through June 30, 2018.

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

1. Section 2. Attorney's Services and Scope of Work. The Agreement effective August 15, 2016, is amended to continue through June 30, 2018. Attorney shall be responsible for providing the services set forth in the Agreement as Exhibit "A" ("Basic Services"). Exhibit "A" is also attached to this Second Amendment.

2. Except as herein amended, the Agreement dated August 15, 2016 and First Amendment to Agreement dated February 21, 2017, shall remain in full force and effect.

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: _____
City Manager

ATTEST:
STEVEN CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

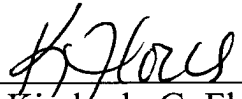
APPROVED AS TO FORM:

BY: Kelly Fincher 11/9/17
City Attorney Date

ACCOUNT DATA:
001-0301-512.17-00 \$ _____
PO# 127594

BY: _____
Verified by Finance Officer

BERLINER COHEN LLP, Attorneys
A Limited Liability Partnership

By: 
Kimberly G. Flores

Title: Partner

EXHIBIT A

BASIC SERVICES

Basic services to be provided by the City Attorney shall include representation of and advice to the Council, committees and commissions and all City officials in legal matters of municipal government. This includes:

- a) Attendance at all City Council meetings (two per month), unless excused by Mayor or Council (attendance at special meetings or study sessions only upon request by City Manager or Mayor);
- b) City Hall office hours two days a week for eight hours (includes court appearances on behalf of the City) not to exceed 64 hours per month. Office hours may include projects assigned by the City Attorney's Office staff on an as-needed basis.
- c) Consultation with City Manager, City Staff, or authorized representatives to provide legal advice on City legal matters, including the Brown Act, Public Records Act and FPPC.
- d) Assistance with the preparation/review of all proposed ordinances, resolutions, contracts, proposed City policies and activities, and other documents pertaining to City business;
- e) Assistance with City code enforcement including filing complaints or administrative proceedings for litigation;
- f) Assistance with City personnel issues (excluding collective bargaining) requiring legal attention;
- g) Keeping the Council and City Manager informed of the status of litigation involving City. City Attorney shall also advise the City Council and City Manager of significant developments in litigation involving City as they occur;
- h) Providing written legal opinions when requested by any four Council members;
- i) Assisting City Council, City Manager and appropriate staff in continuing to identify feasible options toward implementing and achieving the goals, policies and objectives of the City Council;