

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS THIRD 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 Best, Best & Krieger LLP, a Limited Liability Partnership, ("BBK").

WHEREAS, City and BBK have previously entered into an Agreement for Legal Services ("Agreement") dated January 14, 2016, as amended by the First Amendment to Agreement dated January 17, 2017, and as amended by the Second Amendment to Agreement dated July 17, 2017; and,

WHEREAS, City and BBK desire to amend said Agreement to provide for additional compensation.

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

1. Page 2 of the Agreement 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 and complex real estate matters described in this Agreement will not exceed \$225,000, unless the City Council modifies this not-to-exceed number.

2. Except as herein amended, the aforementioned Agreement, as amended shall remain unchanged and in full force and effect.

///

///

///

///

IN WITNESS WHEREOF, the parties have caused this Third 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: William Fincher 11-8-18
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

BEST BEST & KRIEGER LLP
A Limited Liability Partnership

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