

AMENDMENT NO. 2 TO AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY OF SAN LEANDRO AND THE LAW FIRM OF MEYERS NAVE RIBACK SILVER & WILSON

This 2nd Amendment ("Amendment") to Agreement for Legal Services ("Agreement") is entered into by and between the City of San Leandro ("City") and Meyers Nave Riback Silver & Wilson to amend that certain Agreement dated effective June 1, 2013, and subsequent Amendment No. 1 effective July 1, 2014. This Amendment in no way alters the terms and conditions of the Agreement, or Amendment No. 1 except as specifically set forth herein. The effective date for this Amendment shall be July 1, 2015.

AMENDMENTS

Section 1 (Appointment of City Attorney) shall be amended to state as follows: "City retains Meyers Nave and appoints Richard D. Pio Roda (hereinafter referred to as "Attorney") as City Attorney; and Jennifer E. Faught and Kristopher Kokotaylo as Assistant City Attorneys. Meyers Nave and Attorney agree to faithfully represent the legal interests of the City during the term of this Agreement."

Section 4a (Compensation) shall be amended such that for all legal services rendered in FY 2015-2016 other than those described in Sections 4(b) and 4(c) of the Agreement, the City will compensate Meyers Nave in the amount of \$230 per hour for all attorney services whether by Attorney (Richard D. Pio Roda, the City Attorney) or by other attorneys associated with Meyers Nave, and will compensate Meyers Nave \$150 per hour for all paralegal services;

Section 4b: Attorney, through Meyers Nave, shall be compensated in the amount of \$280 per hour for all litigation services (as defined in Section 2B of the Agreement) rendered in FY 2015-2016 whether by Attorney or by other attorneys associated with Meyers Nave. As provided in the current Agreement, it nevertheless bears reiterating that these rates are only applicable if the City selects Meyers Nave to provide litigation services; the City has the discretion to select any other qualified firm to provide litigation services, which it has done for several cases since the current Agreement's execution;

Section 4c: For all legal services for which the City is reimbursed by third parties, referred to in the Agreement as "Cost Recovery Work," Meyers Nave will be compensated in FY 2015-2016 at between \$280 and \$375 per hour depending on the experience level of the Meyers Nave attorney assigned to the project.

Sections 4(f), 4(g), and 4(h) shall be amended to coincide with a 12-month agreement at the new not-to-exceed threshold of \$802,780 (exclusive of reimbursable costs). This amount continues to include a \$50,000 set-aside that may be used at the discretion of the City Manager in consultation with the City Attorney for the retention of separate legal counsel.

Section 16 (Term of Agreement) shall be extended by a term of twelve (12) months, i.e. from July 1, 2015 to June 30, 2016. The agreement shall continue to be terminable by the City at will and by Attorney upon 30 days' written notice.

IN WITNESS WHEREOF, City and Meyers Nave have executed this Amendment as of the Effective Date.

CITY OF SAN LEANDRO:

Chris Zapata, City Manager

Date

ATTEST:

Tamika Greenwood, City Clerk

Date

MEYERS NAVE RIBACK SILVER & WILSON P.C.

David Skinner, Managing Principal

Date

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