

AGREEMENT TO PROVIDE CITY ATTORNEY SERVICES

This Agreement is entered into by and between the City of Lafayette ("City"), a municipal corporation, and Best Best & Krieger LLP ("BB&K"), a limited liability partnership engaged in the practice of law, in the City of Lafayette, California. The effective date of this Agreement shall be April 1, 2002.

1. CITY ATTORNEY

John E. Brown shall be designated to act as City Attorney. Unless the City Council expressly agrees otherwise, Mr. Brown shall actively serve as designated City Attorney for no less than 2 years from the effective date of this Agreement. Thereafter, the City and BB&K shall agree upon who shall serve as City Attorney. Subject to the City's approval, BB&K may appoint a Deputy City Attorney.

2. GENERAL SERVICES

Unless the City expressly decides otherwise, BB&K shall provide all of the City's municipal general legal services, including services relating to the following:

- General business affairs of the City.

- Attendance at City Council meetings and other commission, agency and committee meetings as deemed necessary by the City.
- Assistance to the City Clerk regarding proper notification for and conduct of meetings, proper records retention, upkeep of the Municipal Code, and proper conduct of City elections, referenda, and initiatives.
- Preparation of ordinances and, upon request, resolutions.
- Public contracting and construction.
- Advice to the City Council and its members.
- Advice to the City Manager and staff.

3. SPECIAL SERVICES

Unless the City expressly decides otherwise, BB&K shall provide all of the City's municipal special legal services, including services relating to the following:

- Representation of the City in any court or administrative proceedings.

- Natural resource or environmental law services.
  
- Employee benefit services.
  
- Bankruptcy law services.
  
- Bond counsel or legal services relating to other financings.
  
- Real estate law services (other than routine planning and zoning matters).
  
- Legal services regarding non-routine and/or complex negotiations, transactions, agreements, and related legal services. For example, these services would include development agreements, major revision of a general plan, specific plan preparation, and major project related transactions.

BB&K and the City understand that at the present, the City uses and will use other counsel for the following work:

- Redevelopment law services.
  
- Labor or employment law services.

- Tort law services.

4. COMPENSATION

A. General Services. The hourly rate for general services described in Section 2 shall be a blended rate of \$150 for all attorney and paralegal services.

B. Special Services. Except for bond counsel services, the hourly rate for special services described in Section 3 shall be a blended rate of \$160 for all attorney and paralegal services. Bond counsel services shall be paid according to the rates set forth in the attached Schedule of Bond Counsel Fees.

C. Increases. The rates in Section 4(A) and (B) above shall increase each year according to the increase in the San Francisco/Bay Area Consumer Price Index ("CPI") for the preceding year. In addition, BB&K reserves the right to increase its rates as needed. However, for a period of no less than 2 years from the effective date of this Agreement, BB&K will not increase its rates other than the CPI increases. On the second and each succeeding anniversary of this Agreement, the City or BB&K, as appropriate, may request changes in the compensation with the City's approval.

D. Travel. BB&K shall not charge the City its hourly rate for general or special services incurred in travel to and from City Hall. However, BB&K shall charge the City

its hourly rate for general or special services for other travel on behalf of the City.

5. BILLING

BB&K shall submit a monthly billing statement for all services and costs. The billing statements shall reflect attorney and paralegal time in 0.1 hour increments and describe services and time in block format by attorney or paralegal per day. The City shall review BB&K's monthly statements and pay BB&K for all services rendered and costs incurred as provided in this Agreement on a monthly basis.

6. LIABILITY INSURANCE/WORKERS COMPENSATION INSURANCE

BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductible amount, this insurance provides coverage which exceeds that which is required by the State of California and the State Bar. BB&K shall maintain Workers Compensation Insurance covering all of BB&K's employees.

7. PROFESSIONAL STANDING

BB&K's lawyers working with City shall at all times be members in good standing of the State Bar of California, and shall conduct themselves in full compliance with the standards of Professional Conduct of the State Bar.

8. INDEPENDENT CONTRACTOR

BB&K is an independent contractor of the City and is not an employee of the City. BB&K shall fulfill its professional responsibilities and duties under this contract in the manner that BB&K in its sole discretion, subject to the usual limitations that exist between an attorney and its client, deems appropriate. BB&K shall maintain its independent ethical judgment in the conduct of his legal services on behalf of City.

9. REIMBURSABLE EXPENSES

The City shall reimburse BB&K for travel on behalf of the City, long distance telephone (except from or between BB&K offices), copying and other expenses incurred on the City's behalf. However, travel to and from City Hall shall be at BB&K's sole cost and expense.


10. CONFLICTING EMPLOYMENT

BB&K shall not undertake representation of any person or entity when that representation conflicts with its representation of the City. Additionally, BB&K will not undertake the defense of any person charged with a crime unless ethically bound to do so or ordered by a court to do so.

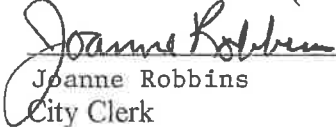
11. TERMINATION OF AGREEMENT AND LEGAL SERVICES

This Agreement and legal services to be rendered under it may be terminated at any time upon written notice from either party, with or without cause. In the event of such termination, BB&K shall be paid for all work completed before termination.

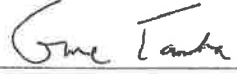
CITY OF LAFAYETTE

  
\_\_\_\_\_  
Donald Tatzin  
Mayor

ATTEST:

  
\_\_\_\_\_  
Joanne Robbins  
City Clerk

BEST BEST & KRIEGER LLP

  
\_\_\_\_\_  
Gene Tanaka  
Partner

## SCHEDULE OF BOND COUNSEL FEES

1. Certificates of Participation and Revenue Bonds. For services in connection with the issuance and sale of certificates of participation and revenue bonds, BB&K shall be paid a fee which will be the greater of (i) \$30,000 or (ii) an amount based on the total principal amount of the certificates of participation or bonds to be sold, computed as follows:

.50% of the first \$10 million of the amount of the certificates or bonds issued, plus

.25% of the next \$10 million of the amount thereof, plus

.125% of the amount thereof, if any, over \$20 million.

2. Community Facilities Districts. For services in connection with the issuance and sale of bonds of community facilities districts, BB&K shall be paid a fee which will be the greater of (i) \$30,000 or (ii) an amount based on the total principal amount of the bonds to be sold, computed as follows:

.50% of the first \$10 million of the amount of the bonds issued, plus

.25% of the next \$10 million of the amount thereof, plus

.125% of the amount thereof, if any, over \$20 million.

3. Assessment Districts. For services in connection with the issuance and sale of bonds of assessment districts, BB&K shall be paid a fee which will be the greater of (i) \$30,000 or (ii) an amount based on the total principal amount of the bonds to be sold, computed as follows:

.50% of the first \$6 million of the amount of the bonds issued, plus

.25% of the next \$10 million of the amount thereof, plus

.125% of the amount thereof, if any, over \$16 million.

4. Tax Allocation Bonds. For services in connection with the issuance and sale of tax allocation bonds, BB&K shall be paid a fee which will be the greater of (i) \$30,000, or (ii) an amount based on the total principal amount of the bonds to be sold, computed as follows:

.50% of the first \$6 million of the amount of bonds issued, plus

.25% of the next \$4 million of the amount of bonds issued, plus

.20% of the next \$5 million of the amount of bonds issued, plus



.15% of the next \$5 million of the amount of bonds issued, plus

.125% of the amount thereof, if any, over \$20 million.

## FIRST AMENDED AGREEMENT TO PROVIDE LEGAL SERVICES TO THE CITY OF LAFAYETTE

This First Amended Agreement to Provide Legal Services to the City of Lafayette ("Amended Agreement") is made as of the 10th day of March, 2003, by and between the City of Lafayette ("City"), a California municipal corporation, and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law ("BB&K"). The City wishes to continue to engage the services of BB&K as City Attorney on the terms set forth below.

### 1. TERM.

The term of this Amended Agreement shall commence on April 1, 2003, and shall continue in full force and effect until terminated in accordance with Section 10.

### 2. SCOPE OF SERVICES.

BB&K shall serve as City Attorney and shall perform legal services as may be required from time to time by the City and its officers as set forth by this Agreement. As part of the Services to be performed hereunder, BB&K shall be responsible for preparation for and attendance at all regular, adjourned regular and special City Council meetings; Planning Commission and/or other board, commission or committee meetings as necessary; and attendance at City Hall office hours, if required. BB&K shall also be responsible for the preparation or review of all City ordinances and resolutions, together with such agreements, deeds and other legal documents as requested by the City. Further, BB&K shall render to officers and employees of the City legal advice and opinions on all matters affecting the City, the City Council, the Redevelopment Agency, the City Planning Commission, the City's Water and Sewer Department and other departments, boards, commissions or committees, as directed by the City Council and the City Manager.

John E. Brown shall serve as as City Attorney and shall be responsible for the performance of services under this Agreement and the supervision of services performed by other members of BB&K. Mala Subramanian shall serve as Assistant City Attorney. Former City Attorney, Charles J. Williams, shall continue to assist in the performance of service under this Amended Agreement. No change in these assignments shall be made without the consent of the City.

### 3. TIME OF PERFORMANCE.

The services of BB&K shall be performed expeditiously in light of the purposes of this Agreement.

#### 4. SERVICES AND COMPENSATION.

4.1 General Legal Services. The City shall pay BB&K a monthly retainer of Twelve Thousand Dollars (\$12,000) in compensation for General Legal Services and Costs. General Legal Services are defined as follows:

4.1.1 Preparation for and attendance at regular, adjourned regular and special City Council, commission, board and committee meetings;

4.1.2 Attendance by the City Attorney at office hours from 1:30 p.m. to 5:30 p.m. on the days of City Council meetings, and attendance by the Deputy City Attorney at office hours on alternating Fridays from 10:00 a.m. to 2:00 p.m., or as otherwise requested by the City Manager;

4.1.3 Attendance as required at meetings with the City Manager, City Council subcommittees, and brief telephone consultations with same;

4.1.4 Responding to routine legal inquiries from City staff;

4.1.5 Preparation of routine ordinances, resolutions and contracts, assistance in preparing and review of ordinances, resolutions and contracts prepared by City staff;

4.1.6 Providing annual updates on the Brown Act, the California Environmental Quality Act (CEQA) and relevant legal developments;

4.1.7 Providing routine advice on redevelopment matters, such as state-imposed requirements, review and/or preparation of simple plan adoptions and amendments, owner participation agreements, purchase and sale agreements and similar documents, review and/or preparation of routine staff reports, ordinances, resolutions and other routine redevelopment documents;

4.1.8 Providing routine advice to City staff and preparing necessary ordinances, resolutions, forms and letters for code enforcement activities.

4.1.9 Providing advice to City staff on routine real estate matters, property exchanges and other transactions, and preparing documents for such routine real estate matters.

4.1.10 Costs. Routine costs, including:

- 4.1.10.1 Charges for routine printing and copying expenses;
- 4.1.10.2 Telephone and fax charges; and
- 4.1.10.3 Routine electronic legal research as needed regarding matters handled as General Legal Services.

4.2 Special Legal Services. The hourly rate for Special Legal Services shall be a blended rate of one hundred sixty dollars (\$160) for all attorney and paralegal services. Special Legal Services are defined as follows:

- 4.2.1. Appearances at third-party administrative hearings;
- 4.2.2. Complex water law transactions;
- 4.2.3. Complex redevelopment matters, such as negotiation and preparation of complex plan adoptions and amendments, disposition and development agreements, owner participation agreements, purchase and sale agreements and joint ventures;
- 4.2.4. Complex real estate related matters and transactions, including eminent domain transactions;
- 4.2.5. Legal Services related to specialized projects which are periodically, but rarely, encountered by the City. Specialized projects are those which involve a significant amount of negotiation and preparation of documents.
- 4.2.6. Any non-routine item or matter added by the City Council to the City's work plan.
- 4.2.7. Litigation Services - For all litigation services, including but not limited to, preparation of pleadings, discovery work, appearances at court hearings, trials and settlement conferences.
- 4.2.8. The City shall reimburse BB&K for all costs incurred for Special Legal Services.

Prior to commencing work on any such Special Legal Services, BB&K shall obtain approval from the City Council, City Manager and/or their designee to insure that such work is properly defined as Special Legal Services and that such work has been authorized.

4.3 Code Enforcement Services. The hourly rate for Special Legal Services shall be a blended rate of one hundred sixty dollars (\$160) for all attorney and paralegal services. Code enforcement services include preparation of court documents, including pleadings and warrants, court appearances and negotiations, discussions and contacts with opposing counsel and charged defendants on all code enforcement matters.

4.4 Bond Counsel Services. Bond counsel and special counsel services are defined as those services needed in connection with the financing of public facilities. BB&K shall be compensated, depending on the type of bonds, certificates of participation or other obligations which are to be issued, based on generally prevailing rates at the time. A schedule of bond rates is attached as Exhibit "A" to this Agreement and incorporated herein by this reference. Unless otherwise agreed in writing by the City, BB&K shall be compensated for such services solely from the proceeds of the sale of the bonds, certificates of participation or other obligations issued. BB&K shall prepare a separate written agreement for services provided under this paragraph.

Prior to commencing work on any Bond Counsel Services, BB&K shall obtain approval from the City Council, City Manager and/or their designee to insure that such work is properly defined as Bond Counsel Services and that such work has been authorized.

4.5 Community Development Deposit Projects. For Community Development Deposit Projects for land use and environmental legal services rendered by BB&K in relation to matters for which the City's Community Development Department has collected a deposit for legal services, the City shall pay BB&K a blended hourly rate of one hundred sixty dollars (\$160) for all attorney and paralegal services.

## **5. BILLING.**

BB&K shall submit to the City a monthly statement of account for all Services. The City shall review BB&K's monthly statements and pay BB&K for all Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

## **6. INCREASES TO COMPENSATION.**

The City and BB&K agree that a review of the compensation amounts referenced in this Agreement shall occur every year on the anniversary date of this Agreement. Notwithstanding anything herein to the contrary, BB&K or the City Council may initiate consideration of a Special Rate Increase for the General Legal Services

Compensation. Such Special Rate Increase may be approved by the City Council in their sole and absolute discretion.

**7. EFFICIENCY OF SERVICES.**

BB&K shall follow all procedures as established by the City consistent with its duties as City Attorney.

**8. COOPERATION WITH CITY COUNCIL AND CITY MANAGER.**

BB&K shall work cooperatively with the City Council and City Manager and keep them informed on all matters of importance as they arise.

**9. INSURANCE COVERAGE.**

BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductibility amount, this insurance provides coverage which exceeds the amount required by the State of California.

**10. TERMINATION OF AGREEMENT AND LEGAL SERVICES.**

This Agreement may be terminated at any time upon thirty (30) days' written notice from either party, with or without cause. In the event of such termination, BB&K shall be paid for all services authorized by the City and performed up through and including the effective date of termination.

IN WITNESS WHEREOF, the City and BB&K have executed this Agreement as of the date first written above.

**[Signatures on following page]**

CITY OF LAFAYETTE

By: Carol Federighi  
Carol Federighi, Mayor

Attest:

By: Joanne Robbins  
Joanne Robbins, City Clerk

BEST BEST & KRIEGER LLP

By: John E. Brown  
John E. Brown, Partner

**EXHIBIT "A"**  
**TO**  
**LEGAL SERVICES AGREEMENT**  
**(SCHEDULE OF BOND COUNSEL FEES)**

1. Certificates of Participation and Revenue Bonds. For services in connection with the issuance and sale of certificates of participation and revenue bonds, BB&K shall be paid a fee which will be the greater of (i) \$30,000 or (ii) an amount based on the total principal amount of the certificates of participation or bonds to be sold, computed as follows:

.50% of the first \$10 million of the amount of the certificates or bonds issued, plus

.25% of the next \$10 million of the amount thereof, plus

.125% of the amount thereof, if any, over \$20 million.

2. Community Facilities Districts. For services in connection with the issuance and sale of bonds of community facilities districts, BB&K shall be paid a fee which will be the greater of (i) \$30,000 or (ii) an amount based on the total principal amount of the bonds to be sold, computed as follows:

.50% of the first \$10 million of the amount of the bonds issued, plus

.25% of the next \$10 million of the amount thereof, plus

.125% of the amount thereof, if any, over \$20 million.

3. Assessment Districts. For services in connection with the issuance and sale of bonds of assessment districts, BB&K shall be paid a fee which will be the greater of (i) \$25,000 or (ii) an amount based on the total principal amount of the bonds to be sold, computed as follows:

.50% of the first \$6 million of the amount of the bonds issued, plus

.25% of the next \$10 million of the amount thereof, plus



.125% of the amount thereof, if any, over \$16 million.

4. Tax Allocation Bonds. For services in connection with the issuance and sale of tax allocation bonds. BB&K shall be paid a fee which will be the greater of (i) \$30,000, or (ii) an amount based on the total principal amount of the bonds to be sold, computed as follows:

.50% of the first \$6 million of the amount of bonds issued, plus

.25% of the next \$4 million of the amount of bonds issued, plus

.20% of the next \$5 million of the amount of bonds issued, plus

.15% of the next \$5 million of the amount of bonds issued, plus

.125% of the amount thereof, if any, over \$20 million.

5. General Obligation Bonds and Tax and Revenue Anticipation Notes. For services in connection with the issuance and sale of general obligation bonds and tax and revenue anticipation notes of the City, BB&K shall be paid a fee which shall be determined based on the time expended by the attorneys and attorney assistants who perform services in connection with the issuance and sale of such bonds or notes at the following hourly rates: Attorneys (including partners and associates) \$275; Clerks and Attorney Assistants \$95.

6. Conduit Borrowings. For services in connection with the issuance of bonds for and on behalf of conduit borrowers to finance industrial development facilities, multifamily housing projects and other projects qualifying for tax-exempt financing, BB&K shall be paid a fee which will be \$30,000 for any bond issuance of \$3,000,000 or less. Because bond counsel fees for conduit bonds are paid by the conduit borrower, we would expect to negotiate the fee for any transaction over \$3,000,000 with the conduit borrower, subject to approval by the City.

~~BEST BEST & KRIEGER~~

**SECOND AMENDED AGREEMENT TO PROVIDE LEGAL SERVICES  
TO THE CITY OF LAFAYETTE**

This Second Amended Agreement to Provide Legal Services to the City of Lafayette ("Second Amended Agreement") is made as of the 28th day of February, 2005, by and between the City of Lafayette ("City"), a California municipal corporation, and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law ("BB&K"). The City wishes to continue to engage the services of BB&K as City Attorney on the terms set forth below.

RECITALS

- A. On April 1, 2002, the City and BB&K entered into an Agreement to Provide City Attorney Services ("Agreement").
- B. On April 1, 2003, the City and BB&K entered into a First Amended Agreement to Provide Legal Services that superceded the Agreement ("Amended Agreement").
- C. The City and BB&K desire to further amend the Agreement as follows:

**1. TERM.**

The term of this Second Amended Agreement shall commence on February 14, 2005, and shall continue in full force and effect until terminated in accordance with Section 10.

**2. SCOPE OF SERVICES.** The second paragraph of Section 2 of the Amended Agreement is hereby deleted in its entirety and replaced with the following:

"Malathy Subramanian shall serve as City Attorney and shall be responsible for the performance of services under this Agreement and the supervision of services performed by other members of BB&K. John E. Brown shall serve as Assistant City Attorney. No change in these assignments shall be made without the consent of the City."

**3. NO OTHER AMENDMENTS.** Except as set forth in this Second Amended Agreement, the First Amended Agreement remains in full force and effect according to its terms.

**4. INCORPORATION OF AMENDMENT.** From and after the effective date of this Amendment, wherever the term "Agreement" or "Amended Agreement" appears


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in the "Amended Agreement", it shall be read and understood to mean the Amended Agreement as amended by this Second Amended Agreement.

IN WITNESS WHEREOF, the City and BB&K have executed this Agreement as of the date first written above.

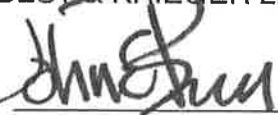
CITY OF LAFAYETTE

By:

  
\_\_\_\_\_  
Carl Anduri, Mayor


BEST BEST & KRIEGER LLP

By:

  
\_\_\_\_\_  
John E. Brown, Partner

*Attest:*

By:

  
\_\_\_\_\_  
Joanne Robbins, City Clerk

**THIRD AMENDED AGREEMENT TO PROVIDE LEGAL SERVICES  
TO THE CITY OF LAFAYETTE**

This Third Amended Agreement to Provide Legal Services to the City of Lafayette ("Third Amended Agreement") is made as of the 26th day of June, 2006, by and between the City of Lafayette ("City"), a California municipal corporation, and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law ("BB&K"). The City wishes to continue to engage the services of BB&K as City Attorney on the terms set forth below.

RECITALS

- A. On April 1, 2002, the City and BB&K entered into an Agreement to Provide City Attorney Services ("Agreement").
- B. On April 1, 2003, the City and BB&K entered into a First Amended Agreement to Provide Legal Services that superceded the Agreement ("First Amended Agreement").
- C. On February 28, 2005, the City and BB&K entered into a Second Amended Agreement to Provide Legal Services to amend the First Amended Agreement ("Second Amended Agreement").
- D. The City and BB&K desire to further amend the First Amended Agreement as follows:

**1. TERM.**

The term of this Third Amended Agreement shall commence on July 1, 2006, and shall continue in full force and effect until terminated in accordance with Section 10.

**2. SERVICES AND COMPENSATION.**

A. Section 4.1 of the Amended Agreement is hereby deleted in its entirety and replaced with the following:

"General Legal Services. The City shall pay BB&K a monthly retainer of Sixteen Thousand Dollars (\$16,000) in compensation for General Legal Services and Costs. General Legal Service are defined as follows:"

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B. Section 4.2 of the Amended Agreement is hereby deleted in its entirety and replaced with the following:

"Special Legal Services. The hourly rate for Special Legal Services shall be Two Hundred Twenty-Five Dollars (\$225) for Partners, One Hundred Ninety-Five Dollars (\$195) for Senior Associates, One Hundred Seventy-Five Dollars (\$175) for Junior Associates, and One Hundred Twenty-Five Dollars (\$125) for paralegals and clerks."

C. Section 4.2.9 is hereby added to the Agreement as follows:

"Code enforcement services, including preparation of court documents including pleading and warrants, court appearances and negotiations, discussions and contacts with opposing counsel and charged defendants on all code enforcement matters."

3. **CODE ENFORCEMENT SERVICES.** Section 4.3 is hereby deleted in its entirety and replaced with the following:

"4.3 Intentionally Deleted."

4. **COMMUNITY DEVELOPMENT DEPOSIT PROJECTS.** Section 4.5 is hereby deleted in its entirety and replaced with the following:

"Community Development Deposit Projects. For Community Development Deposit Projects for land use and environmental legal services rendered by BB&K in relation to matters for which the City's Community Development Department has collected a deposit for legal services, the City shall pay BB&K the current standard private client rate less 10% for all attorney and paralegal services."

5. **NO OTHER AMENDMENTS.** Except as set forth in this Third Amended Agreement, the Second Amended Agreement, and First Amended Agreement remain in full force and effect according to its terms.

6. **INCORPORATION OF AMENDMENT.** From and after the effective date of this Amendment, wherever the term "Agreement" or "Amended Agreement" appears in the First Amended Agreement, it shall be read and understood to mean the First Amended Agreement as amended by this Third Amended Agreement.

IN WITNESS WHEREOF, the City and BB&K have executed this Agreement as of the date first written above.

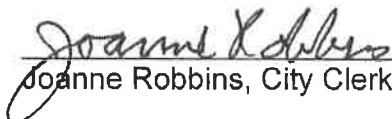
CITY OF LAFAYETTE

BEST BEST & KRIEGER LLP

By:   
Ivor Samson, Mayor

By:   
Gene Tanaka

Attest:

By:   
Joanne Robbins, City Clerk

## FOURTH AMENDED AGREEMENT TO PROVIDE LEGAL SERVICES TO THE CITY OF LAFAYETTE

This Fourth Amended Agreement to Provide Legal Services to the City of Lafayette ("Fourth Amended Agreement") is made as of the 11th day of June, 2012, by and between the City of Lafayette ("City"), a California municipal corporation, and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law ("BB&K"). The City wishes to continue to engage the services of BB&K as City Attorney on the terms set forth below.

### RECITALS

- A. On April 1, 2002, the City and BB&K entered into an Agreement to Provide City Attorney Services ("Agreement").
- B. On April 1, 2003, the City and BB&K entered into a First Amended Agreement to Provide Legal Services that superceded the Agreement ("First Amended Agreement").
- C. On February 28, 2005, the City and BB&K entered into a Second Amended Agreement to Provide Legal Services to amend the First Amended Agreement ("Second Amended Agreement").
- D. On July 1, 2006, the City and BB&K entered into a Third Amended Agreement to Provide Legal Services to amend the Second Amended Agreement ("Third Amended Agreement").
- E. The City and BB&K desire to further amend the Agreement as follows:

#### 1. TERM.

The term of this Fourth Amended Agreement shall commence on July 1, 2012, and shall continue in full force and effect until terminated in accordance with Section 10.

#### 2. SERVICES AND COMPENSATION.

A. Section 4.1 of the Amended Agreement is hereby deleted in its entirety and replaced with the following:

"General Legal Services. The City shall pay BB&K a monthly retainer of Eighteen Thousand Dollars (\$18,000) in compensation for General Legal Services and Costs. The rates set forth herein

shall automatically increase annually on July 1 of each fiscal year by the percentage increase in the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-San Jose for the previous calendar year. General Legal Service are defined as follows:"

B. Section 4.2 of the Amended Agreement is hereby deleted in its entirety and replaced with the following:

"Special Legal Services. The hourly rate for Special Legal Services shall be Two Hundred Fifty-Five Dollars (\$255) for Partners and Of Counsel; Two Hundred Twenty-Five Dollars (\$225) for Associates; One Hundred Forty Dollars (\$140) for Paralegals and Clerks. The rates set forth herein shall automatically increase annually on July 1 of each fiscal year by the percentage increase in the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-San Jose for the previous calendar year. Special Legal Services are defined as follows:"

**3. COMMUNITY DEVELOPMENT DEPOSIT PROJECTS.** Section 4.5 is hereby deleted in its entirety and replaced with the following:

"Community Development Deposit Projects. For Community Development Deposit Projects for land use and environmental legal services rendered by BB&K in relation to matters for which the City's Community Development Department has collected a deposit for legal services, the City shall pay BB&K the current standard private client rate for all attorney and paralegal services."

**5. NO OTHER AMENDMENTS.** Except as set forth in this Fourth Amended Agreement, the Third Amended Agreement, Second Amended Agreement, First Amended Agreement, and Agreement remain in full force and effect according to its terms.

**6. INCORPORATION OF AMENDMENT.** From and after the effective date of this Fourth Amended Agreement, wherever the term "Agreement" appears in the Agreement, it shall be read and understood to mean the Agreement as amended by the First Amended Agreement, Second Amended Agreement, Third Amended Agreement, and this Fourth Amended Agreement.

IN WITNESS WHEREOF, the City and BB&K have executed this Fourth Amended Agreement as of the date first written above.



CITY OF LAFAYETTE

By: Carol Federighi  
Carol Federighi, Mayor

BEST BEST & KRIEGER LLP

By: Malathy Subramanian  
Malathy Subramanian

Attest:

By: Joanne Robbins  
Joanne Robbins, City Clerk