

**AMENDMENT TO THAT CERTAIN AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND
RICHARDS, WATSON & GERSHON, A PROFESSIONAL
CORPORATION, FOR CITY ATTORNEY SERVICES**

This Amendment dated June 17, 2014, amends the agreement dated September 6, 2011 (“Agreement”) between the City of Manhattan Beach, a municipal corporation (“City”) and the law firm of Richards, Watson & Gershon, a professional corporation (“RWG”), for City Attorney services.

WHEREAS, City and RWG entered into the Agreement on September 6, 2011;
and

WHEREAS, City and RWG now desire to amend the Agreement to expand the scope of services, increase the retainer and to designate Quinn M. Barrow as City Attorney of the City.

NOW THEREFORE, the parties agree as follows:

Section 1. The second sentence of Section 1. Legal Services is hereby amended to read as follows: “Quinn M. Barrow shall serve as City Attorney for the City.”

Section 2. Section 1. Legal Services is hereby amended by amending subsection A.2 to read as follows:

“2. Attend City Council and upon request by the City Manager or his/her designee, Planning Commission, commission and committee meetings;”

Section 3. Subsection A. 11 of Section 1. Legal Services is hereby amended to read as follows: “Any service of any nature rendered by Quinn M. Barrow and/or Larry Wiener, with the exception of environmental law services as described in Section B 3, and Major Projects as defined in Section B. 7.”

Section 4. Section 1. Legal Services is hereby amended by adding a new subsection A.12 to read as follows:

“12. Attend office hours at City Hall for a minimum of 40 hours a month.”

Section 5. Subsection C of Section 1. Legal Services relating to “Environmental Special Services” is hereby amended to read as follows:

“Litigation Special Services shall be provided by members of RWG’s litigation department. Employment Law Special Services shall be provided by members of RWG’s employment law department. Environmental Special Services shall be provided by members of RWG’s environmental law department, Quinn M. Barrow or Larry Wiener. Real Estate Special Services shall be provided by members of the RWG’s real estate department and Bond Counsel Services shall be provided by members of RWG’s public finance department. With the exception of Environmental Special Services, legal services provided by Quinn M. Barrow and Larry Wiener in the areas specified in this Subsection C shall be considered General Services, shall not be considered Additional Services and shall not be included in the ten (10) hours of Employment Law or Real Estate Special Services which are part of General Services as specified in Exhibit A.”

Section 6. Subsection A of Section 2 Consideration shall be amended to read as follows:

“A. Consideration. For General Services as described in subsection A of Section 1, RWG shall be paid a flat rate of \$24,000 per month.”

Section 7. The City Council hereby directs the City Clerk to replace all references to “Roxanne Diaz” with “Quinn M. Barrow.”

Section 8. All other terms and provisions of the Agreement shall have full force and effect.

Executed this _____ day of _____, 2014, at Manhattan Beach, California.

CITY OF MANHATTAN BEACH
A Municipal Corporation

By _____
Amy Howorth

Mayor of the City of Manhattan Beach,
California

ATTEST:

Liza Tamura, City Clerk

(SEAL)

RICHARDS, WATSON & GERSHON
A Professional Corporation

By: _____
Laurence Wiener, President