

**AMENDMENT NO. 1 TO
AGREEMENT FOR LEGAL SERVICES
K&L GATES LLP**

THIS AMENDMENT TO AGREEMENT, made and entered into effective the 27th day of September (Effective Date), by and between the **CITY OF TACOMA**, a municipal corporation, hereinafter referred to as the “City,” and **K&L GATES LLP**, hereinafter referred to as the “Law Firm.”

W I T N E S S E T H:

WHEREAS the City entered into an Agreement with the Law Firm dated March 10, 2017, for legal services and advice relating to the Click! Network, and

WHEREAS the parties hereto wish to amend the Agreement by revising the scope of services to include legal representation of the City in the matter of Edward E. (Ted) Coates, et al. v. City of Tacoma, Pierce County Superior Court Cause No. 17-2-08907-4, and increasing the maximum compensation of the agreement from \$200,000 to a new maximum amount of \$400,000;

NOW, THEREFORE, the parties hereby amend said Agreement as follows:

1. Paragraph 2 of the Agreement is hereby amended to read as follows:

1. Legal Services

A. The Law Firm agrees to provide legal services, advice, and representation of the City in the matter of Edward E. (Ted) Coates, et al. v. City of Tacoma, Pierce County Superior Court Cause No. 17-2-08907-4. The effective date of this agreement is March 10, 2017. The Law Firm will use its best efforts to expedite the City’s legal matters promptly and efficiently according to the highest legal and ethical standards.

B. Changes To Scope of Legal Services. The City shall have the right to make changes to the general scope of legal services and/or deliverables upon execution, in writing, of a change order or amendment hereto.

2. Paragraph 2 of the Agreement is hereby amended to read as follows:

2. Fees

The City shall pay the Law Firm, as sole compensation for the services performed under this Agreement, such sums of money as are

arrived at by computing the actual number of hours expended in the performance of this Agreement and multiplying such total hours by the amounts set forth on the attached Exhibit "A." Expenses for copying will be billed at an amount no more than \$0.15 per page. Approved expert fees will be billed at the expert's rate. Other expenses will be billed at cost. The maximum compensation associated with this Agreement shall not exceed \$400,000 without further prior authorization by the City. The City acknowledges that the Law Firm reviews its billing rates periodically, and the parties agree to review the rates in this Agreement annually for possible adjustment.

3. All other terms and conditions of the original Agreement remain the same.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the Effective Date first written above.

CITY OF TACOMA

K&L GATES LLP

By: _____
Elizabeth A. Pauli
City Manager

By: _____
Elizabeth Thomas

925 Fourth Avenue, Suite 2900
Seattle, WA 98104-1158
(206) 370-7631

Countersigned:

Tax ID # 25-0921018

Andy Cherullo, Director
Finance Department

Approved as to form:

William C. Fosbre, City Attorney

Attest:

Doris Sorum, City Clerk