
**AMENDMENT NO. 2 TO
LEGAL SERVICES AGREEMENT**

The City of Kerman (“City”) and Montoy Law Corporation (“Firm”) agree to enter into Amendment No. 2 to Legal Services Agreement as follows:

RECITALS

- A. The City and Firm entered into a Legal Services Agreement (“Agreement”) on July 1, 2015, for City Attorney legal services.
- B. Hilda Cantu Montoy has served as City Attorney to City under the Agreement.
- C. Firm has the legal competence, experience, and qualifications to provide professional legal services required by City.
- D. The parties have determined to set new rates for legal services as set forth in this Amendment No. 2 to Agreement (“Amendment”).

AGREEMENT

- 1. Section 3 of the Agreement shall be amended to read as follows:
 - 3. Compensation. CITY shall compensate FIRM for legal services as follows:
 - 3.1 General Services Attorney Rate: \$215.00 Hourly.
 - 3.1.1 General Services shall include all legal services except Pitchess Motions, Administrative Hearings, and Litigation.
 - 3.1.2 Examples of General Services include: staff meetings, advisory services, agenda review, drafting/negotiating contracts, drafting/reviewing correspondence, documents, resolutions, and ordinances, research, and preparation of legal memoranda.
 - 3.1.3 No travel time will be charged to attend meetings at Kerman City Hall or in the City of Kerman.
 - 3.2 Administrative Hearings and Litigation Attorney Rate: \$260.00 Hourly.
 - 3.3 Rate for Paralegal Work: \$90.00 Hourly.
 - 3.4 Administrative Fees: NONE.

3.5 Reimbursement:

3.5.1 FIRM will not be reimbursed for any secretarial or clerical service, mileage reimbursement, printing expense of less than 500 pages per particular item, or normal office operating expenses except as set forth in the next paragraph of this Agreement.

3.5.2 FIRM will be reimbursed for reasonable and necessary out-of-pocket expenses directly related to legal services such as required courier charges and extraordinary copying or printing expenses (over 300 pages per particular item), and expenses relating to litigation in accordance with Exhibit A of Agreement and incorporated herein by reference.

2. Except as amended by this Amendment No. 2, all terms and conditions of the Agreement shall continue in full force and effect.
3. This Amendment No. 1 shall be effective on July 1, 2023.

MONTOY LAW CORPORATION

CITY OF KERMAN

Hilda Cantú Montoy
President

Maria Pacheco
Mayor

Date: _____, 2023

Date: _____, 2023