

**SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES**

This Second Amendment to Agreement for Legal Services (the “Second Amendment”) is entered into this \_\_\_ day of \_\_\_\_\_, 2016 by and between the **City of Bryan**, a Texas home-rule municipal corporation (the “City”) and **Mathews and Freeland L.L.P.**, (the “Firm”), whereby the Firm agrees to provide the City with certain professional legal services as described herein and the City agrees to pay the Firm for those services.

**RECITALS**

Whereas, City and Firm entered into an Agreement for Legal Services dated November 2, 2015 (the “Agreement”); and

Whereas, City Council approved an amendment to the Agreement on May 19, 2106 increasing the not-to-exceed amount from \$49,000.00 to \$125,000.00.

Whereas, City and Firm desire to amend the Agreement to increase the total not-to-exceed contract amount to \$250,000.00.

WHEREAS, Section 8-E of the Agreement provides that this Agreement may only be amended by written instrument approved and executed by the parties.

NOW THEREFORE, City and Firm agree as follows:

I. Section 4 (4) of this Agreement shall be amended as follows:

**4. Payment**

In consideration of the Firm’s provision of professional legal services in compliance with all terms and conditions of this agreement, the City shall:

- 4) This Agreement shall have a not exceed a total amount of \$250,000.00 including attorney fees, briefing fees, paralegal fees, out-of-pocket, and other incidental and overhead expenses (e.g. photocopies and facsimile).

II. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail

**CITY OF BRYAN, TEXAS**

**MATHEWS & FREELAND, LLP**

\_\_\_\_\_  
Jason P. Bienski, Mayor

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Jim Mathews, Partner

**Approved**

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Janis K. Hampton, City Attorney