

**SECOND AMENDMENT TO LEGAL SERVICES AGREEMENT****AGREEMENT NO. 30002709****(Formerly Agreement No. 30002278)**

This Second Amendment to Legal Services Agreement is made as of \_\_\_\_\_, 2012 ("Second Amendment") between the City of Portland, Oregon ("City"), Portland Development Commission ("PDC") and Radler White Parks & Alexander LLP ("Counsel"), the assignee of Ball Janik, LLP ("Prior Counsel").

**RECITALS**

1. The City, PDC, and Prior Counsel entered into that certain Legal Services Agreement, effective August 1, 2011, pursuant to which Prior Counsel agreed to provide certain legal services to City, in an amount not to exceed \$300,000, related to the renovation of the Veterans Memorial Coliseum and PDC agreed, as a grant to the City and under specified terms and conditions, to cover the cost of such legal services (the "Original Agreement").
2. The City, PDC and Prior Counsel amended the Original Agreement on March 12, 2012, to increase the maximum amount of compensation by \$75,000 to a new maximum amount of \$375,000 (as so amended, the "Legal Services Agreement").
3. With the consent of the City and PDC, Prior Counsel assigned and delegated to Counsel, and Counsel accepted and assumed from Prior Counsel, Prior Counsel's rights and obligations under the Legal Services Agreement, pursuant to that certain Assignment of Contract last signed on June 25, 2012.
4. The City, PDC and Counsel now desire to amend further the Legal Services Agreement to, among other things, increase the maximum amount of compensation payable thereunder, modify the conditions to PDC's payment obligation and make certain other changes.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**AGREEMENT**

1. Compensation. Section 2(b) of the Legal Services Agreement is hereby replaced, in its entirety, with the following:

(b) The total compensation plus reimbursement under this Agreement shall not exceed \$610,000 unless authorized by PDC, Portland City Council and City's Chief Procurement Officer, as provided in Section 19 of this Agreement.

2. PDC Payment. Section 2(d) of the Legal Services Agreement is hereby amended to add the following subsections (6) and (7):

(6) PDC will not pay for work on agreements, documents or transactions in which PDC is a party adverse to the City, unless PDC has provided its prior written consent to such work.

(7) Counsel shall segregate all billings for services related to the Historic Tax Credit aspect of the work performed under this Agreement and the City shall, to the extent such billings are Historic Tax Credit eligible costs, seek reimbursement of such costs through the Historic Tax Credit financing structure and pay any such reimbursements to PDC, to the extent PDC has paid such billings.

3. Billing Rates. The Schedule of Rates (rate per hour of service) set forth in Exhibit A to the Legal Services Agreement is hereby replaced in its entirety with the following Schedule of Rates:

Dina Alexander	\$350
Denise Case	\$275
Christe White	\$375
Susan Zimmerman (paralegal)	\$250
Jerry Breed (under subcontract)	\$665

For the period prior to assignment of the Agreement only:

Dina Alexander	\$390
Steve Janik	\$400
Steve Hultberg	\$320
Jack Conners (Associate)	\$300
Debbie Collard (paralegal)	\$175
Susan Zimmerman (paralegal)	\$250
Chris Walters (partner)	\$390

4. Except as expressly modified by this Second Amendment, the parties agree and acknowledge that the Legal Services Agreement is and remains in full force and effect and binding on the parties.
5. This Second Amendment may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Second Amendment so executed shall constitute an original. This Second Amendment may not be modified except by a writing signed by the parties.
6. Capitalized terms used but not defined in this Second Amendment shall have the meanings ascribed thereto in the Legal Services Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Second Amendment effective as of the date first set forth above.

OUTSIDE COUNSEL SIGNATURE:

RADLER WHITE PARKS & ALEXANDER LLP

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CITY OF PORTLAND

By: \_\_\_\_\_

Date: \_\_\_\_\_

Chief Procurement Officer

By: \_\_\_\_\_

Date: \_\_\_\_\_

James H. Van Dyke, City Attorney

Approved as to Form:

APPROVED AS TO FORM <sup>VD</sup>By: James H. Van DykeDate: 8/16/12

Office of CITY ATTORNEY

## PORTLAND DEVELOPMENT COMMISSION

By: \_\_\_\_\_

Date: \_\_\_\_\_

Patrick Quinton, Executive Director

Approved as to Form:

\_\_\_\_\_

Date: \_\_\_\_\_

PDC Attorney