SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT, entered into this _____ day of _____, 2013, by and between the CITY OF MARYSVILLE, a Washington municipal corporation (hereinafter referred to as the "City") and FELDMAN & LEE, P.S., a Washington corporation doing business at 19303 – 44th Avenue West, Lynnwood, WA (hereinafter referred to as the "Attorney").

WITNESSETH:

WHEREAS, the City entered into an Agreement with the Attorney dated March 8, 2010 for the provision of Public Defense Services (hereinafter the "Agreement"); and

WHEREAS, the City and the Attorney entered into an Amendment to the Agreement extending the term thereof through June 30, 2013; and

WHEREAS, the parties hereto wish to amend the Agreement by further extending the term thereof;

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

A. Section 3.3 – Time of Performance of the Agreement is hereby amended to read as follows:

Unless terminated earlier pursuant to Section 3.7 below, the Attorney shall provide Services from June 30, 2013 at 12:01 a.m. through August 31, 2013, at 12:00 a.m.

B. All other terms and conditions of the Agreement shall remain the same.

CITY OF MARYSVILLE

FELDMAN AND LEE

By

Mayor Jon Nehring

By _____ James Feldman. President

Date

Date

Attest:

Sandy Langdon, City Clerk

Approved as to form:

Grant Weed, City Attorney