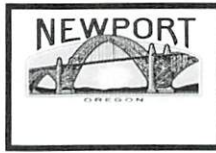


31020



AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Amendment 2 Engagement Date: _____

Statement of Purpose: Legal Services with Vulin Wilkinson, LLC

Department Head Signature: _____

Remarks, if any: _____

City Attorney Review and Signature: See attached Date: _____

Other Signatures as Requested by the City Attorney: _____

Name/Position
Date: _____

Budget Confirmed: Signature Yes No N/A

Certificate of Insurance Attached: Yes No N/A

City Council Approval Needed: Yes No Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 3-2-24

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

**AMENDMENT NO. 2 TO ENGAGEMENT AGREEMENT BETWEEN
THE CITY OF NEWPORT AND VULIN WILKINSON LLC**

THIS AMENDMENT NO. 2 is to the engagement agreement dated January 16, 2023 between the City of Newport, an Oregon municipal corporation, and Vulin Wilkinson LLC (“Agreement”).

Recitals:

1. Vulin Wilkinson LLC is providing legal representation for construction defect litigation relating to the Newport Aquatic Center (attached is a copy of the Agreement and August 25, 2023 amendment); and
2. City and Vulin Wilkinson LLC desire to increase the cap for legal fees for the above representation from \$100,000 to \$200,000 for ongoing document review and production, depositions, mediation, and other services relating to this litigation.

Terms of Amendment No. 2:

City and Vulin Wilkinson LLC agree to amend the Agreement as follows:

- A. Vulin Wilkinson LLC legal fees in this matter shall not exceed \$200,000.
- B. This Amendment may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

Except as expressly set forth herein, all provisions of the Agreement shall continue and remain in full force and effect.

City of Newport



Spencer R. Nebel, City Manager

Date: 3-2-2024

Vulin Wilkinson LLC



Robert W. Wilkinson, Attorney at Law

Date: 2-29-2024

Melanie Nelson

From: David Allen
Sent: Wednesday, February 14, 2024 5:02 PM
To: Spencer Nebel; Erik Glover
Cc: Melanie Nelson; Jeanne Tejada
Subject: Re: Amendment No. 2 - VW LLC engagement agreement
Attachments: Amendment No. 2 - VW LLC engagement agreement.doc

Follow Up Flag: Follow up
Flag Status: Flagged

See link below w/attached amendment no. 2 to include as an agenda item for the Feb. 20 council meeting. --David

From: David Allen
Sent: Monday, February 12, 2024 4:52 PM
To: Spencer Nebel; Erik Glover
Cc: Melanie Nelson; Jeanne Tejada
Subject: Amendment No. 2 - VW LLC engagement agreement

Spencer - attached is amendment no. 2 to the engagement agreement (link below) as we discussed over the weekend, and I also spoke with Rob about it this afternoon. For the Feb. 20 council agenda packet, include just the signed amendment and signed agreement from the link below, along with the attached amendment no. 2. Rob can sign it after council approval.

https://www.newportoregon.gov/dept/adm/agreements/3547/agreement_3547.pdf

This is not a local contract review board agenda item. For services such as this, the public contracting rules/code wouldn't apply under rule 137-046-0130(2), which references ORS 279A.025(2). Under subsection (e) of ORS 279A.025(2), the public contracting code doesn't apply to "Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which a public body is or may become interested." --David