

**AMENDMENT TO LEGAL SERVICES AGREEMENT
FOR CITY ATTORNEY SERVICES
CITY OF CLEARLAKE**

This Amendment to Legal Services Agreement for City Attorney Services is made and entered into by and between the JONES MAYER ("Jones Mayer") and the CITY OF CLEARLAKE ("City"), a municipal corporation of the State of California.

RECITALS

- A. Jones Mayer is a firm in the general practice of law with extensive municipal experience;
- B. Jones Mayer has provided City Attorney services to City since 2014;
- C. City and Jones Mayer originally entered into a Retainer Agreement on July 1, 2014 ("2014 Agreement"). A subsequent agreement replaced the 2014 Agreement on September 1, 2015, which is the current agreement between Jones Mayer and City ("2015 Agreement"); and
- D. Jones Mayer and City now seek to amend the 2015 Agreement with the terms described below in this Amendment ("Amendment"). The Amendment and 2015 Agreement shall be collectively referred to as the Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, Jones Mayer and the City agree as follows:

The following provisions of the 2015 Agreement are repealed and replaced as follows:

- 1. All references to Jones & Mayer will now be Jones Mayer.
- 2. Section 1.C.

Effective Date and Term: The term of this Agreement shall commence on July 1, 2024. City and Jones Mayer may terminate this Agreement at any time, as provided in Section 11 of the 2015 Agreement.

- 3. Section 3.A

The City shall pay Jones Mayer a retainer of \$ 10,000 per month, which amount will cover general legal services up to 45 hours per month. General legal services in excess of a total of 45 hours shall be billed at the rate of \$225.00 per hour.

4. Section 3.C-F

C. Specialized Legal Services/Special Projects

Specialized projects and non-litigation legal services not included within the retainer shall be billed to the City at the rate of \$245 per hour. Paralegal services, for non-litigation legal services not included in the retainer shall be billed at the rate of \$100 per hour. All costs and expenses, except for those as set forth in Section 3.G below shall be deemed included in the foregoing hourly billing rates. The retainer shall be prorated for the first partial month of services provided hereunder.

D. Litigation Services

Litigation matters approved by the City Manager and/or City Council shall not be included in the retainer amount. Litigation legal services shall be billed at the rate of \$245 per hour. Paralegal services shall be billed at the rate of \$100 per hour. All costs and expenses, except for those as set forth in Section 3.G below shall be deemed included in the foregoing hourly billing rates.

E. Code Enforcement Services

Jones Mayer agrees to perform all necessary legal services as Contract City Prosecutor. Fees for code enforcement matters shall be \$245 per hour. Paralegal services shall be billed at the rate of \$100 per hour. All costs and expenses, except for those as set forth in Section 3.G below shall be deemed included in the foregoing hourly billing rates.

F. Billing and Rate Increases

Jones Mayer shall provide a monthly billing report indicating actual time spent under the retainer, litigation matters, and additional specialized projects.

The foregoing retainer and hourly rates shall be adjusted annually (effective as of the anniversary date of this Agreement) to reflect any increase in the cost of living based on the Consumer Price Index increase for the prior year utilizing the standard as established by the Bureau of Labor Statistics of the U.S. Department of Labor for consumers in the Lake County area, or another mutually agreed upon index based on comparable data should the Consumer Price Index established by the Bureau of Labor Statistics be unavailable not to exceed 5% per year.

5. Section 12

Notice

Jones Mayer
6349 Auburn Blvd
Citrus Heights, CA 95621

6. All other provisions of 2015 Agreement not mentioned above shall remain unchanged and are incorporated into the Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate the 20th day of July, 2024.

CITY OF CLEARLAKE
Municipal Corporation of the State of
California

By: _____
David Claffey, Mayor

ATTEST:

City Clerk

JONES MAYER

By: _____
Ryan Jones, Owner