

**AMENDMENT NUMBER ONE  
TO AMENDED RETAINER AGREEMENT  
FOR  
CITY ATTORNEY SERVICES**

This Amendment Number One (“Amendment”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and RICHARD D. JONES, a professional law corporation DBA JONES & MAYER (“Jones & Mayer”).

WHEREAS, City and Jones & Mayer entered into an Amended Retainer Agreement for City Attorney Services on March 1, 2011 (the “Agreement”); and

WHEREAS, City and Jones & Mayer desire to amend the Agreement as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 1.B. of the Agreement shall be deleted in its entirety and replaced as follows:

B. Tarquin Preziosi is designated as the Assistant City Attorney (“Assistant City Attorney”). The City Attorney may also appoint such attorneys from Jones & Mayer as the City Attorney deems appropriate to serve as deputy city attorneys for the City. The Assistant City Attorney and deputy city attorneys shall serve in the City Attorney’s absence.

2. Section 3.A. of the Agreement shall be deleted in its entirety and replaced as follows:

**A. Basic Services**

All legal services provided by Jones & Mayer shall be billed to the City at a rate of Two Hundred Twenty-Five Dollars (\$225.00) per hour. Paralegal services shall be billed at a rate of One Hundred Twenty-Five Dollars (\$125.00) per hour. All costs and expenses, except for those set forth in Section 3.B. below, shall be deemed included in the foregoing hourly billing rates. Fees associated with litigation shall be billed separately and at the rate of Two Hundred Twenty-Five Dollars (\$225.00) per hour for attorney time and One Hundred Twenty-Five Dollars (\$125.00) per hour for paralegal time.

The billing rates set forth herein 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 all urban consumers in the Los Angeles-Riverside-Orange County area, or another mutually agreed upon index based upon comparable data should the Consumer Price Index established by the Bureau of Labor Statistics be unavailable.

3. Any and all references in the Agreement to “Duarte” shall be amended to read, “City Attorney.”
4. Any and all references in the Agreement to “CEO/City Manager” shall be amended to read, “City Manager.”
5. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
6. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

\_\_\_\_\_  
Sandra Genis  
Mayor

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

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

JONES & MAYER

\_\_\_\_\_  
Richard D. Jones  
Owner/President

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