

FIRST AMENDMENT TO
ATTORNEY SERVICES AGREEMENT

[Name of Firm]

THIS FIRST AMENDMENT TO ATTORNEY SERVICES AGREEMENT ("First Amendment") is made and entered into this _____ day of _____, 2018, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and _____, a _____ ("Law Firm"), with respect to the following:

RECITALS

A. The City and Law Firm entered into that certain Attorney Services Agreement dated _____ ("Agreement") and placed Law Firm on the City's approved Outside Counsel Panel.

B. The City desires to continue to have Law Firm included on the City's approved Outside Counsel Panel.

C. This First Amendment is intended to extend the term of the Agreement, to update the Nondiscrimination language, attach the City's billing guidelines to the Agreement and to revise Exhibit "A" to reflect the Law Firms current hourly rates, if applicable.

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement.

1. Section 2A of the Agreement is hereby amended in its entirety and replaced with the following:

"A. RIVERSIDE agrees to pay, and LAW FIRM agrees to accept, as full compensation for LAW FIRM's services, compensation at the hourly rates for the positions shown on Exhibit "A" attached hereto and incorporated by this reference herein. LAW FIRM represents that the hourly rates shown in Exhibit "A" are the most favorable rates charged to current municipal entities. The City Council may approve increases of the hourly rates of the positions shown on Exhibit "A" in July of each year. Further, LAW FIRM agrees to abide by RIVERSIDE'S Billing Guidelines, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference."

2. Section 13C of the Agreement is hereby amended in its entirety and replaced with the following:

“C. The term of this Agreement shall not exceed three (3) years. At the end of the term, this Agreement may be extended for two (2) additional three (3) periods by a writing duly executed by the Parties.”

3. Section 15 of the Agreement is hereby amended in its entire and replaced with the following:

“15. NONDISCRIMINATION

During LAW FIRM’s performance of this Agreement, LAW FIRM shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, sexual orientation or military or veterans status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, LAW FIRM agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.”

4. Exhibit “A” of the Agreement is hereby amended and replaced with Exhibit “A-1” attached hereto and incorporated herein by reference.

5. Exhibit “B” attached hereto is hereby included and incorporated into the Agreement.

6. The Parties exercise its first option to extend and the Agreement is hereby extended by an additional three (3) years.

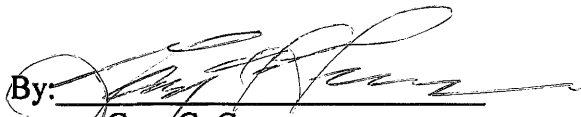
7. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this First Amendment, shall remain in full force and effect as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Attorney Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

[*Firm Name*]

By: 

Gary G. Geuss
City Attorney

By: _____
Its: _____

Attest: _____
Colleen J. Nicol
City Clerk

By: _____
Its: _____

EXHIBIT "A-1"

Address of LAW FIRM:

Hourly rates:

EXHIBIT

EXHIBIT "B"
BILLING GUIDELINES

SAMPLE

Billing Guidelines

In a continuing effort to clearly communicate the City's expectations to our retained counsel, below are guidelines that are to be followed for any work completed on our behalf. Any exception or deviation of these guidelines must have prior City approval or the billing item will be disallowed.

- A detailed description of all time billed must be broken out by each task with a notation of the time devoted to such task. No block billing will be accepted
- No billing for legal research that is within the purported expertise of the lawyer hired will be accepted. Any time spent educating junior lawyers in the substantive law or researching matters considered to be common knowledge among reasonably experienced counsel in a jurisdiction should not be billed
- No billing for internal conferences between lawyers of the same firm will be accepted
- No excessive or repeated review of file, pleadings, depositions, medical records etc., will be accepted
- No more than one lawyer to make appearances at meetings or court. Only the primary assigned lawyer may appear. Prior approval must be obtained before other lawyers appear
- Whenever practicable, Court Call should be utilized for routine court appearances
- Legal research in excess of four hours must have prior City approval
- The City of Riverside considers the following costs part of outside counsel's overhead and will not accept charges for the following items: computer; secretarial; word processing; messenger services provided by a firm employee; email; incoming facsimiles; rent; conference rooms; lighting; air conditioning; supplies; library staff; library use and materials; clerks; proofreaders; organizing, reorganizing and maintaining files; indexing and tabbing materials; creating and organizing files; corresponding with vendors; processing vendors bills; organizing files for storage; collating; copying documents; ordering and instructing vendors; general clerical functions; and overtime. Exception must have prior City approval
- The City expects counsel to avoid unnecessary travel through teleconferencing. Travel must have prior approval from the City
- Outside counsel are not authorized to retain any outside vendors without City approval