

**FIRST AMENDMENT TO THE AGREEMENT FOR
GENERAL LEGAL COUNSEL SERVICES BETWEEN THE CITY OF COMMERCE
AND OLIVAREZ MADRUGA LAW ORGANIZATION, LLP**

The City of Commerce (“City”) and Olivarez Madruga Law Organization, LLP (“Firm”), collectively referred to as “the Parties,” hereby enter into this First Amendment to the 2017 Agreement for General Legal Counsel Services (“First Amendment”), as of July __, 2025, based upon the following:

RECITALS

WHEREAS, the Parties entered into an “Agreement for General Legal Counsel Services” in October 2017 (“2017 Agreement”), attached hereto as Exhibit “A;” and

WHEREAS, the Firm has changed its name from Olivarez Madruga Lemieux O’Neill, LLP to Olivarez Madruga Law Organization, LLP, and this First Amendment reflects the Firm’s name change; and

WHEREAS, the Parties desire to further modify and amend the 2017 Agreement, effective upon the execution of this First Amendment; and

WHEREAS, the modifications stated herein below reflect the true intent of the Parties.

NOW THEREFORE, in consideration of performance by the Parties of the promises, covenants and conditions herein contained, the Parties hereto amend the Agreement as follows:

1. Section 5 of the Agreement is amended to provide in its entirety:

COMPENSATION

The Firm agrees to provide all the foregoing legal services at the following hourly rates:

<u>Personnel</u>	<u>General Rate</u>	<u>Special Matter Rate</u>
Partner	\$270.00	\$350.00
Of Counsel	\$260.00	\$335.00
Associate	\$254.00	\$328.00
Paralegal	\$150.00	\$150.00
Law Clerk	\$135.00	\$135.00

Commencing as of January 1, 2026, and on each January 1st thereafter, the then-effective hourly rates shall be increased (but not decreased) by an amount which shall reflect the increase, if any, in the cost of living during the previous 12 months by adding to the hourly rates an amount computed by multiplying the hourly rates by the percentage by which the level of the Consumer Price Index for the Los Angeles Metropolitan Area, as reported on January 1st of the new year by the Bureau of Labor Statistics of the United States Department of Labor has increased over its level as of January 1st of the prior year.

For purposes of this Agreement, "Special Matters" means and includes the following:

- Successor Agency
- Housing
- Litigation
- Personnel/Human Resources
- Administrative Hearings
- Water
- Refuse
- Franchising or Negotiations of Franchise Agreements

2. Section 6 of the Agreement is amended to provide in its entirety:

COSTS AND OTHER CHARGES

The Firm may incur various costs and expenses in rendering the legal services required by this Agreement, which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by the City. The Firm will keep time records in one-tenth (.10) of an hour increments. The City hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Firm. This administrative fee is in lieu of charging the City for photocopies, mileage, parking, facsimile costs, telephone, Westlaw, document preparation, and postage.

The City agrees to reimburse the Firm for expenses such as expert or consultant fees, or litigation expenses such as court reporters, which shall be passed through to the City at the actual costs thereof. The Firm may determine it necessary, or appropriate, to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). The City will be responsible for paying such fees and charges. The Firm will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of the City. The Firm will select any investigators, consultants, or experts to be hired only after consultation with the City. Extraordinary travel expenses, including transportation, meals, and lodging, when incurred on behalf of the City, shall be reimbursed by the City only with the prior agreement of City.

3. This First Amendment supersedes any conflicting provisions in the 2017 Agreement, and any ambiguity between this First Amendment and the 2017 Agreement is to be interpreted in accordance with this First Amendment.
4. The 2017 Agreement, as modified by the First Amendment, constitutes the entire understanding between the Parties hereto, and no addition to, or modification of, any term or provision of the 2017 Agreement, as modified by this First Amendment, shall be effective unless set forth in writing and signed by both Parties. All other conditions of the 2017 Agreement remain in full force and effect as originally stated.

IN WITNESS WHEREOF, the Parties have duly approved and executed this Agreement on the day and year above written.

Dated: _____, 2025

CITY OF COMMERCE

Ernie Hernandez, City Manager

Dated: _____, 2025

OLIVAREZ MADRUGA LAW ORGANIZATION, LLP

Rick Olivarez, Managing Partner