

**SECOND AMENDMENT  
TO  
ATTORNEY SERVICES AGREEMENT**

**THIS SECOND AMENDMENT TO ATTORNEY SERVICES AGREEMENT** (the “Second Amendment”) is made and entered into as of \_\_\_\_\_, 2021 by and between the CITY OF ORANGE, a municipal corporation (“City”), and EVERETT DOREY LLP (“Law Firm”), with reference to the following:

A. City and Law Firm entered into that certain Attorney Services Agreement (Agreement No. 7056) dated as of September 29, 2020, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Law Firm amended the Original Agreement to increase the compensation by that certain First Amendment to Attorney Services Agreement (Agreement No. 7056.1) dated as of February 17, 2021, which is incorporated herein by this reference (the “First Amendment”); and

C. City and Law Firm desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement to increase the compensation.

**NOW, THEREFORE**, the parties hereby agree as follows:

**Section 1. Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

**Section 2. Cross-References.** City and Law Firm agree that all references in this Second Amendment are deemed and construed to refer to the Original Agreement, as implemented by this Second Amendment.

**Section 3 Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section II. Payment -A. of the Original Agreement is increased by ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) and Section II. Payment -A. is hereby amended in its entirety to read as follows:

“City shall pay Law Firm as consideration for services satisfactorily rendered pursuant to this Agreement at the hourly rates set forth in the attached Exhibit “A”. Total payments for services performed pursuant to this Agreement shall not exceed One Hundred Eighty Thousand Dollars (\$180,000.00) without prior approval of City Council of City. A condition precedent to any payment to Law Firm shall be that Law Firm shall submit, at least quarterly, a separate statement of account on each file which clearly sets forth by dates the designated items of work, the work time of each item and amount charged for said work time.”

Section 4.     **Integration.** This Second Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Second Amendment shall control and govern the rights and obligations of the parties.

**IN WITNESS** of this Agreement, the parties enter into this Second Amendment on the year and day first above written.

**“LAW FIRM”**

**“CITY”**

EVERETT DOREY LLP

CITY OF ORANGE, a municipal corporation

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Mark A. Murphy, Mayor

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Gary A. Sheatz, City Attorney

**\*NOTE:**  
-- If Law Firm is a corporation, the City requires the following signature(s):  
-- (1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**  
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.