

## ATTORNEY SERVICES AGREEMENT

**THIS AGREEMENT** is entered into by and between the CITY OF ORANGE, a municipal corporation (“City”) and BORDIN SEMMER, LLP, a limited liability partnership (“Law Firm”) to be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (“Agreement”).

### RECITALS

**WHEREAS**, the City Attorney of the City of Orange (“City Attorney”) is the chief legal advisor and litigator for City and is charged with the responsibility of protecting the interest of City in any or all actions or proceedings to which City or its officers or employees are parties by reason of any act allegedly arising out of their official capacity with City, and to advise the City Council and/or City staff on legal matters involving the City; and

**WHEREAS**, City, acting through its City Attorney, has, on occasion, need of assistance from outside counsel in maintaining or defending said actions and proceedings or in otherwise seeking legal advice or services related to protecting the interests of City; and

**WHEREAS**, Law Firm represents that it possesses the skill, qualifications, experience, and resources necessary to render said assistance as hereinafter provided.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

### **SECTION 1: SERVICES**

A. Law Firm is being retained by the City to provide specialized legal services related to the defense of Orange County Superior Court case entitled *Ayoleone Amani Bufkin, et al. v. Vista Del Rio Housing Partners LP, et al.*, case no. 30-2024-01406584. This representation may involve the interest of City, its officers, employees, former officers or former employees as directed by City Attorney.

B. Law Firm has assigned Joshua Bordin-Wosk as lead counsel primarily responsible for this matter. It is anticipated that Law Firm may utilize other lawyers in the firm to assist in performing these services, but Law Firm shall not assign other lawyers for such primary responsibility without prior approval of City Attorney.

C. Law Firm shall not, and is not, authorized to enter into any agreements other than relating to routine procedural matters without first obtaining authority from City Attorney or the City Council. Such authority may be provided orally.

D. Law Firm is not authorized to accept service of any summons and complaint or summons and cross-complaint on behalf of City, its officers, employees, former officers, or former employees without prior approval of City.

E. Law Firm shall not incur any expenses or costs for experts, or consultants or specialists without first obtaining authorization from City Attorney. Such authority may be provided orally.

F. Law Firm's service pursuant to this Agreement shall be performed in a professional, ethical manner and to the satisfaction of City Attorney and City Council.

**SECTION 2: PAYMENT**

A. City shall pay Law Firm as consideration for services satisfactorily rendered pursuant to this Agreement at the hourly rates set forth in Exhibit "A," attached and incorporated herein by this reference. Total payments for services performed pursuant to this Agreement shall not exceed THREE HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$350,000.00) without prior written approval of City Council. A condition precedent to any payment to Law Firm shall be that Law Firm submit a statement which clearly sets forth, by dates, the designated items of work, the work time of each item and amount charged for said work time.

B. City shall pay invoices within thirty-five (35) days of approval of the invoice.

C. City shall compensate Law Firm in accordance with the attached "Guidelines for Billing of Legal Services" set forth in Exhibit "B," attached and incorporated herein by this reference, and Law Firm agrees that it shall not be entitled to compensation for services or billing not rendered in accordance with such guidelines.

**SECTION 3: AMENDMENT**

The terms of this Agreement can only be amended by written Agreement signed by the parties hereto.

**SECTION 4: ASSIGNMENT**

Law Firm shall not assign or transfer its interest in this Agreement without the written consent of City Attorney.

**SECTION 5: COMPLIANCE WITH APPLICABLE LAWS**

In performance of this Agreement, Law Firm shall abide by and conform to any and all applicable laws of the United States, State of California, and ordinances and policies of City.

**SECTION 6: CAPACITY AS AN INDEPENDENT CONTRACTOR**

Performance of Law Firm's services pursuant to this Agreement shall be in the capacity of an independent contractor and not as an officer, agent, or employee of City.

**SECTION 7: CONFLICT OF INTEREST**

It is recognized that Law Firm may have clients who may, from time to time, have interests adverse to City, and Law Firm reserves the right to represent such clients in matters not connected with case(s) assigned Law Firm by City. Should Law Firm represent a client who may have interests adverse to City during performance of this Agreement, Law Firm shall immediately, but in no event fewer than ten (10) days, after becoming aware of said possible adverse interest provide written notice to City of the possible adverse interest. Law Firm agrees to comply with any obligations pursuant to California Government Code §87100 et seq. The parties agree that the scope of this engagement does not confer “consultant” status on any of the attorneys or other firm personnel providing services to City, and Law Firm enters this Agreement on condition that, under City’s conflict code, neither Law Firm nor its attorneys or other personnel qualify as public officials.

**SECTION 8: TERMINATION**

This Agreement and all legal services to be rendered hereunder may be terminated at any time by City Attorney with or without cause. Upon such termination, or upon the conclusion of such services by Law Firm, all finished and unfinished documents, case data and reports, both originals and all copies, relating to such matter and then in the possession of Law Firm shall be deemed the property of City and shall immediately be placed in the physical possession of City by Law Firm. In the event of such termination, Law Firm shall be paid for all satisfactory services rendered, unless such termination is for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

**SECTION 9: INDEMNIFICATION**

Law Firm agrees to indemnify, defend and hold harmless City, its officers, agents, employees, representatives, and volunteers for damage to property and for injury to or death of any person and from all claims, demands, actions, purported liability, or consequential damages of any kind or nature arising out of or in connection with Law Firm's negligent performances of services under the terms of this Agreement or exercising any rights granted herein, except those claims, demands, purported liability or consequential damages which arise out of the misconduct or negligence of City.

**SECTION 10: INSURANCE**

A. Law Firm shall carry and maintain during the course of this Agreement, and include City as an additional insured, the following insurance coverage with limits as specified for each type of insurance:

1. Workers' compensation insurance as required by California law;
2. Professional liability (errors and omissions) insurance coverage in an amount not less than one million dollars (\$1,000,000) to protect from negligent acts, errors or omissions of a professional nature. Any insurance maintained by City shall apply in excess of and not contribute with insurance provided by this policy.

B. As a condition precedent to City's obligation to pay Law Firm any compensation hereunder, Law Firm shall deliver to City insurance certificates, in such form as may be acceptable to City Attorney, evidencing the existence of the insurance required by this Agreement.

**SECTION 11: NOTICES**

Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

**City**

City of Orange  
300 East Chapman Avenue  
Orange, CA 92866  
Attn: Kirsten B. Shea  
Email: kshea@cityoforange.org

**Law Firm**

Bordin Semmer, LLP  
6100 Center Drive, Suite 1100  
Los Angeles, CA 90045  
Attn: Joshua Bordin-Wosk  
Email: JBordinWosk@BordinSemmer.com

**SECTION 12: ENTIRE AGREEMENT**

This writing constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or written representations or written Agreements which may have been entered into between the parties. No modification or revision to this Agreement shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

**SECTION 13: EFFECTIVE DATE AND AUTHORITY**

Law Firm represents that the signatories hold the positions set forth below their signatures and that the signatories are authorized to execute this Agreement on behalf of Law Firm and to bind Law Firm hereto.

*[Remainder of page intentionally left blank; signatures on next page]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on the first date written herein above.

CITY OF ORANGE, a municipal corporation,

By: \_\_\_\_\_  
Daniel R. Slater, Mayor

BORDIN SEMMER, LLP, a limited liability partnership

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ *Joshua Bordin-Wark*

Title: \_\_\_\_\_ *Partner*

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathalie Adourian, City Attorney

✓

**EXHIBIT "A"**  
**HOURLY RATES**

[Beneath this sheet.]

# BORDIN | SEMMER

TRIAL COUNSEL

January 22, 2026

**VIA EMAIL**

Kirsten Shea

Gaby Seveilla

City of Orange

[kshea@cityoforange.org](mailto:kshea@cityoforange.org)

[gsevilla@cityoforange.org](mailto:gsevilla@cityoforange.org)

**Re: Bordin Semmer**

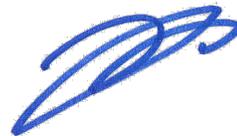
Dear Kirsten and Gaby,

As part of our year end process, we performed a review of our billing rates. In order to continue to provide top notch service and facilitate similar results across the board, our non-employment rate will be increasing from \$240 per hour to a rate of \$285 per hour commencing February 1, 2026. This rate, which CIPA is aware of, remains competitive compared to similar attorneys/firms and other JPAs that we work with in the southern California area.

Thank you in advance for your consideration and support. As always, we are happy to discuss if there are any questions.

Sincerely,

BORDIN SEMMER LLP



Joshua Bordin-Wosk

[jbordinwosk@bordinsemmer.com](mailto:jbordinwosk@bordinsemmer.com)

**EXHIBIT “B”**  
**GUIDELINES FOR BILLING**  
**OF LEGAL SERVICES**

1. All cases shall be billed monthly.
2. All billing shall be done in .10-hour increments.
3. Each month’s bill shall include the total fees and costs incurred to date for the legal services.
4. Monthly billing entries shall be by date and task. Entries shall list the names or initials of each attorney or paralegal working on the matter and full descriptions of tasks performed. Each task performed shall be listed separately.
5. The City will not pay for new attorneys to “get up to speed” on a file unless approved in advance by the City Attorney.
6. City encourages the use of paralegals for any task that can be appropriately delegated.
7. Billing shall include photocopying charges on a per-copy basis. The maximum charge is 25¢ per copy. If copying charges exceed 15¢ per copy, the City encourages use of City staff for copying services.
8. Messenger and outside charges are billable at actual cost.
9. Law Firm may charge a maximum of one hour each way or actual time for travel, whichever is less.
10. Research support services (e.g., Westlaw, LEXIS or computer time or services), long distance telephone, cellular phone, and postage charges are billable at actual cost. Where charges are made for research time, the specific issue being researched shall be identified on the bill.
11. Except for actual travel costs (plane ticket, taxi, hotel room, etc.) associated with meetings and events Law Firm personnel are expected to attend, or must attend, such as City Council meetings, depositions, and court appearances, meals and costs of travel, e.g. mileage charges, are not billable to the City and must be approved in advance by the City Attorney.
12. Expert witness fees are not automatically authorized and must be approved in advance by the City Attorney.
13. City will not pay for secretarial time or secretarial overtime. City will not pay attorneys or paralegals for secretarial tasks or tasks that should be included in your overhead. For example, faxing, mailing, arranging for messengers and calendaring are not acceptable charges.
14. City will not pay for word processing charges.

15. City will not pay for billing or discussion of bills. If we have questions about billing or need additional information on bills, time spent on such questions shall not constitute a chargeable event.
16. City will not pay for billing relating to the attorney contract or insurance.
17. City will not pay for minimum billing charges other than the 0.1 hours listed above.
18. City will not pay for file opening or file closing.
19. The City has retained you because of your past experience but will not pay for research performed or forms developed and billed to prior clients.
20. Unilateral raises of hourly rates or contingency rates, if applicable, will not be honored. Any increases in such rates must be reduced to writing and approved in advance by the City Attorney.
21. Any costs in excess of \$500 must be approved in advance by the City Attorney.
22. If you are provided with a new case directly from staff, or if a matter arises that requires you to open a new file, the City Attorney shall be informed immediately.
23. City accountants will send a request for an auditor response letter annually. Please respond promptly. The response should not take longer than one hour per case. In complicated cases where more than 2.0 hours is required, please contact the City Attorney before drafting your response.