

**FIRST AMENDMENT
TO
ATTORNEY SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO ATTORNEY SERVICES AGREEMENT (the “First Amendment”) is made and entered into as of _____, 2021 by and between the CITY OF ORANGE, a municipal corporation (“City”), and WOODRUFF, SPRADLIN & SMART, a professional corporation (“Law Firm”), with reference to the following:

A. City and Law Firm entered into an Attorney Services Agreement (Agreement No. 7068) dated as of November 10, 2020, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Law Firm desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by increasing 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 First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First 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 Twenty Thousand Dollars (\$120,000) 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 First 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 First Amendment and the terms and provisions of the Original

Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

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

“LAW FIRM”

WOODRUFF, SPRADLIN & SMART,
a professional corporation

*By: _____
Printed Name: _____
Title: _____

*By: _____
Printed Name: _____
Title: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy, Mayor

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.