

**SECOND AMENDMENT
TO
ATTORNEY SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO ATTORNEY SERVICES AGREEMENT (the “Second Amendment”) is made and entered into as of _____, 2026, by and between the CITY OF ORANGE, a municipal corporation (“City”), and LIEBERT CASSIDY WHITMORE, A Professional Law Corporation (“Law Firm”), with reference to the following:

A. City and Law Firm entered into an Attorney Services Agreement (Agreement No. AGR-7739.A) dated February 10, 2026, 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 a First Amendment to Attorney Services Agreement (Agreement No. 7739.A.1) dated March 9, 2026, 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 revise the Scope of Services and 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 Contractor 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. **Revised Scope of Services.** The Scope of Services, Section 1, Exhibit A of the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4. **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.A of the Original Agreement is increased by THIRTY THOUSAND DOLLARS and 00/100 (\$30,000.00) and Section 2.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 Exhibit “A,” attached and incorporated herein by this reference. Total payments for services performed pursuant to this Agreement shall not exceed NINETY THOUSAND DOLLARS and 00/100 (\$90,000.00) without prior written approval of City. A condition precedent to any

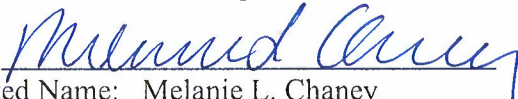
payment to Law Firm shall be that Law Firm submit a statement which clearly sets forth, by dates, the designated items of work, the work time of each item and amount charged for said work time.”

Section 5. **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 Second Amendment, the parties enter into this Second Amendment on the year and day first written above.

“LAW FIRM”

LIEBERT CASSIDY WHITMORE,
A Professional Law Corporation

*By: 
Printed Name: Melanie L. Chaney
Title: Managing Partner

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

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“LAW FIRM”

LIEBERT CASSIDY WHITMORE,
A Professional Law Corporation

*By: _____
Printed Name: Melanie L. Chaney
Title: Managing Partner

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

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EXHIBIT “A”

SUPPLEMENTAL SCOPE OF SERVICES

[Behind this page.]

EXHIBIT "A"
HOURLY RATES

The hourly rate of attorneys representing the City of Orange pursuant to this Agreement shall be as follows:

The rates based upon position in the firm are as follows:

Partners	\$475.00
Senior Counsel	\$390.00
Associates	\$295.00 - \$370.00
Labor Relations/Human Resources Consultant	\$305.00
Classification & Compensation Consultant	\$230.00
Paralegals	\$165.00
E-Discovery Specialists	\$185.00
Law Clerks	\$180.00 - \$200.00