

**THIRD AMENDMENT TO
LETTER AGREEMENT FOR SPECIAL LEGAL SERVICES RELATED TO LABOR
NEGOTIATIONS AND FLORES OVERTIME ISSUES
BETWEEN THE CITY OF CORONA
AND
LIEBERT CASSIDY WHITMORE**

1. PARTIES AND DATE.

This Third Amendment to the Letter Agreement for Special Legal Services Related to Labor Negotiations and Flores Overtime Issues ("Third Amendment") is made and entered into this 7th day of July, 2021 by and between the City of Corona ("City") and Liebert Cassidy Whitmore ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Third Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Letter Agreement dated June 4, 2020 ("Agreement"), whereby Contractor agreed to provide for assistance with labor negotiations, other employment and labor law matters, and Flores Overtime issues ("Project").

2.2 First Amendment. City and Contractor entered into that certain First Amendment to the Letter Agreement on or about August 17, 2020 by which the compensation was raised from \$10,000 to \$100,000 ("First Amendment").

2.3 Second Amendment. City and Contractor entered into that certain Second Amendment to the Letter Agreement on or about April 7, 2021 by which the term was extended from June 30, 2021 to June 30, 2022 and the compensation was raised from \$100,000 to \$200,000 ("Second Amendment").

2.4 Third Amendment. City and Contractor desire to amend the Letter Agreement for the Third time to raise the total compensation amount from \$200,000 to \$400,000.

3. TERMS.

3.1 Compensation: Paragraph Five of the Agreement, First Amendment and Second Amendment is hereby deleted in its entirety and replaced with the following:

" COMPENSATION: Compensation for the above Services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate of \$380 for partners (including Peter Brown), \$325 for senior counsel, \$210-\$305 for associates, \$240 labor relations/FIR consultants; \$135 for paralegals and \$135-\$175 for law clerks. Reasonable expenses incurred in performing the Services, including if applicable mileage expenses not-to-exceed the I.R.S.

reimbursement rate, and photocopy charges at \$0.15 per page, shall be allowable if approved by the City Manager. Expenses in excess of \$100 shall not be reimbursable unless approved in advance by the City Attorney. The total compensation, including authorized expenses, shall not exceed Four Hundred Thousand Dollars and No Cents (\$400,000) ("Total Compensation") without written approval of the City Manager. Contractor's invoice shall include a detailed description of the Services performed. Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. "

3.2 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Letter Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term "Agreement" appears in the Letter Agreement, it shall mean the Letter Agreement as amended by this Third Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.4 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR THIRD AMENDMENT TO
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LIEBERT CASSIDY WHITMORE**

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to the Letter Agreement for Special Legal Services Related to Labor Negotiations and Flores Overtime Issues as of the 7th day of July, 2021.

CITY OF CORONA

Approved By:

Signature

Name (Print)

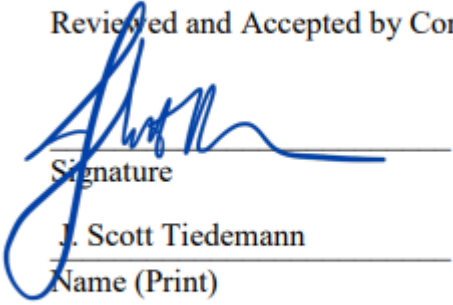
Title (Print)

Attest:

Sylvia Edwards
City Clerk

CONTRACTOR
Liebert Cassidy Whitmore

Reviewed and Accepted by Contractor



Signature

J. Scott Tiedemann
Name (Print)

Managing Partner
Title (Print)