

# **Attachment A**

Amendment No. Two to Professional Services Agreement with  
Aleshire & Wynder, LLP for Hearing Adjudication Services

**AMENDMENT NO. TWO TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH ALESHIRE & WYNDER, LLP FOR  
HEARING ADJUDICATION SERVICES**

THIS AMENDMENT NO. TWO TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Two") is made and entered into as of this 12th day of May, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and ALESHIRE & WYNDER, LLP, a California limited partnership ("Consultant"), whose address is 1 Park Plaza, Suite 1000, Irvine, CA 92614, and is made with reference to the following:

**RECITALS**

- A. On October 10, 2023, City and Consultant entered into a Professional Services Agreement (Contract No. C-9440-1) ("Agreement") for hearing adjudication services ("Project").
- B. On February 6, 2026, City and Consultant entered into Amendment No. One to the Agreement ("Amendment No. One") to increase the total compensation due to a higher demand for administrative hearings, revise the Administrative section, update City and Consultant's mailing addresses for notices, and update the insurance requirements.
- C. The parties desire to enter into this Amendment No. Two to increase the total compensation for additional administrative hearing services.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

**1. COMPENSATION TO CONSULTANT**

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **One Hundred Twenty Thousand Dollars and 00/100 (\$120,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City."

The total amended compensation reflects Consultant's additional compensation for additional Services to be performed in accordance with this Amendment No. Two, including all reimbursable items and subconsultant fees, in an amount not to exceed **Forty Five Thousand Dollars and 00/100 (\$45,000.00)**.

**2. INTEGRATED CONTRACT**

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Amendment No. Two to be executed on the dates written below.

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

Date: 4/16/26

By: Jose Montoya for  
Aaron C. Harp 4-16-26 RJ  
City Attorney

**ATTEST:**  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lena Shumway  
City Clerk

**CITY OF NEWPORT BEACH,**  
a California municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lauren Kleiman  
Mayor

**CONSULTANT: ALESHIRE & WYNDER,  
LLP**, a California limited partnership  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sunny Soltani  
Managing Partner

**[END OF SIGNATURES]**