

1                                   **AMENDMENT NO. 2 TO LEGAL SERVICES AGREEMENT**

2                   This Amendment No. 2 to Service Agreement ("**Amendment No. 2**") is dated  
3                   \_\_\_\_\_ and is between McCormick Barstow, LLP, a Limited Liability  
4                   Partnership ("**Law Firm**"), and the County of Fresno, a political subdivision of the State of  
5                   California ("**County**").

6                                   **Recitals**

7                   A. On April 19, 2024, the County and the Law Firm entered "Agreement for Specialized  
8                   Legal Services," which is County agreement number P-23-696 ("**Agreement**"), for Law Firm to  
9                   provide legal advice and counsel to the County, including litigation, as assigned.

10                  B. On January 1, 2025, the County and the Law firm entered "Amendment No. 1 to Legal  
11                  Services Agreement" ("**Amendment No. 1**") to amend the Agreement to extend its term from  
12                  December 31, 2024, to December 31, 2026, and to increase the maximum compensation  
13                  payable by the County to the Law Firm from \$50,000 to a total of \$150,000.

14                  C. The County and the Law Firm now desire to further amend the Agreement to further  
15                  increase the maximum compensation payable by the County to the Law Firm from \$150,000 to  
16                  \$500,000.

17                               **The parties therefore agree as follows:**

18                  1. The maximum compensation payable by the County to the Law Firm, as provided in  
19                  section III of the Agreement, and as amended by section 2 of Amendment No. 1, is hereby  
20                  increased to the amount of **\$500,000**.

21                  2. When both parties have signed this Amendment No. 2, the Agreement, Amendment No.  
22                  1, and this Amendment No. 2 together constitute the Agreement.

23                  3. The Law Firm represents and warrants to the County that:

24                       a. The Law Firm is duly authorized and empowered to sign and perform its obligations  
25                       under this Amendment.

26                       b. The individual signing this Amendment on behalf of the Law Firm is duly authorized  
27                       to do so and his or her signature on this Amendment legally binds the Law Firm to  
28                       the terms of this Amendment.

4. The parties agree that this Amendment may be executed by electronic signature as provided in this section.

a. An “electronic signature” means any symbol or process intended by an individual signing this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

b. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

e. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

5. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

6. The Agreement as previously amended and as amended by this Amendment No. 2 is ratified and continued. All provisions of the Agreement as previously amended and not amended by this Amendment No. 2 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 2 on the date stated in the introductory  
2 clause.

3 MCCORMICK BARSTOW, LLP  
4   
5

6 Christopher Hall, Partner

COUNTY OF FRESNO

Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

**Attest:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

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

12 For accounting use only:

13 Org No.: 2540  
14 Account No.: 7295  
15 Fund No.: 0001  
16 Subclass No.: 10000  
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