

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 8th day of May, 2018, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and Richard A. Ciummo and Associates, a professional law corporation, whose address is 123 East Fourth Street, Madera, CA 93638 (hereinafter "ATTORNEY").

WITNESSETH:

WHEREAS, COUNTY and ATTORNEY entered into Agreement number 17-226, dated June 6, 2017 (hereinafter "Agreement"), pursuant to which ATTORNEY agreed to provide competent and adequate legal representation of indigent defendants in the Court when appointed to do so by a judge of the Court; and

WHEREAS, COUNTY and ATTORNEY now desire to amend the Agreement in order to include legal representation of individuals that had been previously represented by the COUNTY'S contracted conflict defense counsel, including ATTORNEY, and identified for further review, and funding for Section J. Covered Proceedings 9) of agreement regarding cases for representation in any criminal matters arising from Public Defender unavailability.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and ATTORNEY agree as follows:

1. Section 8. A. of the Agreement, located on page seventeen (17), lines one (1) through twenty-one (21), is deleted in its entirety and replaced with the following:

"8. CONTRACT PRICE:

A. Total Contract Price – The Total Contract Price to be paid ATTORNEY by COUNTY is not to exceed Twenty-Three Million One Hundred Thirty-Six Thousand Three Hundred and Seven Dollars (\$23,136,307) consisting of Twenty-Two Million Five Hundred Thirty-Six Thousand Three Hundred and Seven Dollars (\$22,536,307) for the services to be provided hereunder, including the work to be performed hereunder, for all of the administration, management and supervision, attorney services, support services, ancillary services, and other services identified in ATTORNEY'S final Proposal to COUNTY'S RFP, and Six Hundred Thousand Dollars (\$600,000) for those

1 enumerated Reimbursable Services which are set forth in subsection B below, all as further defined
2 and specified in this Agreement (hereinafter referred to as the "Total Contract Price"). The Total
3 Contract Price includes all of the prices, fees, charges and expenses necessary in accordance with
4 this Agreement to provide the services hereunder and to meet the requirements of ATTORNEY to
5 provide the services hereunder and to meet the requirements of ATTORNEY's Proposal and the
6 COUNTY's RFP. The Total Contract Price or "Flat Fee," is the sole consideration to be paid to
7 ATTORNEY hereunder, and includes provision for all out-of-pocket costs, such as computer time,
8 freight, long distance telephone charges, travel expenses, copying, tele copying, faxing and postage,
9 and for all items or services necessary to deliver the services described herein. Accordingly, no
10 amounts not specified in this Section 8 shall be billed to or paid by COUNTY, except pursuant to an
11 amendment to this Agreement authorized by COUNTY's Board of Supervisors. ATTORNEY shall not
12 assign any payments or portions of payments without prior written consent of COUNTY."

13 2. Section 8. D. ("Payment") of the Agreement, is amended to add subsections 8. D. 6)
14 and 8. D. 7) at page twenty (20), line twenty-seven (27) as follows:

15 "6) Additional services of representation and review of defendant cases previously
16 represented by ATTORNEY or other COUNTY contracted conflict counsel in court shall for the period
17 of May 8, 2018 through and including May 7, 2019, COUNTY shall pay ATTORNEY Twenty Thousand
18 Seven Hundred Ninety-five Dollars and Fifty-Eight Cents (\$20,795.58) a month for twelve months.
19 Total payments shall not exceed Two Hundred Forty-Nine Thousand Five Hundred Forty-Seven
20 Dollars (\$249,547). Charges for additional services of case review and representation shall be billed
21 separately from monthly service payments and on a monthly basis for the term of one year from the
22 date of this amendment. Any part of the funding which is not used, shall revert to COUNTY and is not
23 subject to further charges hereunder.

24 7) Representation in any criminal matters arising from Public Defender unavailability,
25 to be charged at a rate of \$60.00 per hour for attorney fees. Attorney shall not be required to provide
26 Ancillary Services (as that term is defined in Section 2. L. of Agreement) in Public Defender declination
27 cases. Ancillary services as needed in Public Defender declination cases, shall approved and
28 compensated pursuant to the policy of the Fresno County Superior Court regarding appointment of


1 private counsel unless approved at a different rate through a court order. Charges related to Public
2 Defender declination cases shall be billed separately from monthly service payments and on a monthly
3 basis."

4 COUNTY and ATTORNEY agree that this Amendment is sufficient to amend the Agreement
5 and, that upon execution of this Amendment, the Agreement and this Amendment together shall be
6 considered the Agreement.

7 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
8 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
9 in full force and effect.

10 EXECUTED AND EFFECTIVE as of the date first above set forth.

11
12 **ATTORNEY**

13 
14 _____
(Authorized Signature)

15 Michael P. Fitzgerald, Chief Executive
16 Officer, Ciummo and Associates

17 Print Name & Title

18 123 East Fourth Street

19 Madera, Ca. 93638

20 Mailing Address

21
22 **COUNTY OF FRESNO**

23 
24 _____
25 Sal Quintero, Chairperson of the Board
26 of Supervisors of the County of Fresno

27 **ATTEST:**
28 Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

29 By: 
30 _____
31 Deputy

32 **FOR ACCOUNTING USE ONLY:**

33 ORG No.: 2875

34 Account No.: 7301

35 Requisition No.: