

**THIRD AMENDMENT TO AGREEMENT**

THIS THIRD AMENDMENT TO AGREEMENT (hereinafter "Amendment III") is made and entered into this 11th day of October, 2016, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and RICHARD A CIUMMO & 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 12-272, dated 5<sup>th</sup> day of June, 2012 (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. ATTORNEY shall only accept appointments when the Court has previously determined that a conflict of interest or potential conflict of interest exists which cause the Public Defender to be unable to represent the defendant; and

WHEREAS, on January 29, 2013, the COUNTY and ATTORNEY entered into a First Amendment to Agreement ("Amendment I") to include legal representation of individuals that had been previously represented by the COUNTY's contracted conflict defense counsel, including ATTORNEY, and identified by the Court as eligible for consideration of resentencing pursuant to the "Three Strikes Reform Act of 2012" and to separately fund ancillary services for the Court resentencing proceeding; and

WHEREAS, on June 2, 2015, the COUNTY and ATTORNEY entered into a Second Amendment to Agreement ("Amendment II") to exercise the provision allowing COUNTY to extend the initial three (3) year term of the Agreement for an additional two (2) years (the "Renewal Terms") through June 30, 2017, and to allow for additional compensation to ATTORNEY for such Renewal Terms.

1 WHEREAS, COUNTY and ATTORNEY now desire to amend the Agreement in order  
2 to include an additional \$100,000 in ancillary funding.

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

5 1. That portion of Section 7.A. Total Contract Price of the Agreement, as amended  
6 and set forth in Amendment II, beginning on page two (2), lines eleven (11) through twenty-  
7 two (22), is deleted in its entirety and replace with the following:

8 "A. Total Contract Price – The Total Contract Price to be paid ATTORNEY by  
9 COUNTY is not to exceed Seventeen Million Six Hundred Ninety-Four Thousand Two  
10 Hundred Dollars (\$17,694,200) consisting of Seventeen Million One Hundred Twenty-  
11 Four Thousand Two Hundred Dollars (\$17,124,200) for the services to be provided  
12 hereunder, including the work to be performed hereunder, for all of the administration,  
13 management and supervision, attorney services, support services, ancillary services,  
14 and other services identified in final ATTORNEY'S Proposal to COUNTY's RFP, and  
15 Five Hundred Seventy Thousand Dollars (\$570,000) for those enumerated  
16 Reimbursable Services set forth in subsection B below, all as further defined and  
17 specified in this Agreement (hereinafter referred to as "Total Contract Price"). The  
18 Total Contract Price includes all of the prices, fees, charges and expenses necessary  
19 in accordance with this Agreement to provide the services hereunder and to meet the  
20 requirements of ATTORNEY to provide the services hereunder."

21 2. That portion of Section 7.B. Reimbursable Services Fund of the Agreement, as  
22 amended and set forth in Amendment II, on page three (3) lines two (2) through eleven (11),  
23 is deleted in its entirety and replace with the following:

24 "2) COUNTY will appropriate Ninety Thousand Dollars (\$90,000) each fiscal year



1 for fiscal years 2012-13, 2013-14, 2014-15, and 2015-16 and One Hundred Ninety  
2 Thousand Dollars (\$190,000) for fiscal year 2016-17 of the Agreement. The total five-  
3 year appropriation by COUNTY for the Fund shall not exceed Five Hundred Fifty  
4 Thousand Dollars (\$550,000).

5 3) The COUNTY has appropriated Twenty Thousand Dollars (\$20,000) additional  
6 Reimbursable Services Funds for "Three Strikes Reform Act of 2012" for the Term of  
7 this Agreement; these Funds shall be identified as a separate designation. The total  
8 five-year appropriation for "Three Strikes Reform Act of 2012" court proceedings  
9 ancillary services shall not exceed Twenty Thousand Dollars (\$20,000). Total  
10 COUNTY appropriations for the Fund for all ancillary services (including "Three Strikes  
11 Reform Act of 2012" monies) shall not exceed Five Hundred Seventy Thousand Dollars  
12 (\$570,000)."

13 3. That portion of Section 7.D Payment of the Agreement, as amended and set  
14 forth in Amendment II, beginning on page four (4) lines four (4) through thirteen (13), is  
15 deleted in its entirety and replace with the following:

16 "7) Reimbursable Service Fund payments shall be made pursuant to subsection B  
17 of Section 7 and shall not exceed Ninety Thousand Dollars (\$90,000) each year for  
18 the first four years of the agreement through fiscal year 2015-16. Reimbursable  
19 Service Fund payments shall not exceed One Hundred Ninety Thousand Dollars  
20 (\$190,000) for the fifth year of the agreement, fiscal year 2016-17. Reimbursable  
21 Service Fund payments will not exceed Five Hundred Fifty Thousand Dollars for the  
22 term of this Agreement (\$550,000);

23 8) COUNTY will also fund designated Reimbursable Services Funds for "Three  
24 Strikes Reform Act of 2012" court proceedings in the amount of Twenty Thousand

Dollars (\$20,000) for the term of this Agreement. Total COUNTY compensation for ancillary services shall not exceed Five Hundred Seventy Thousand Dollars (\$570,000).

9) Total compensation shall not exceed Seventeen Million Six Hundred Ninety-Four Thousand Two Hundred Dollars (\$17,694,200) for the Term of the Agreement."

COUNTY and ATTORNEY agree that this Amendment III is sufficient to amend the Agreement and, that upon execution of this Amendment III, the Agreement, Amendment I, Amendment II and this Amendment III together shall be considered the Agreement.

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

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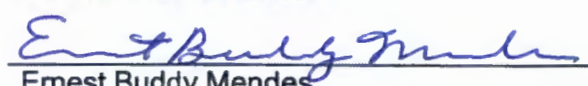
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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

2 ATTORNEY

3   
(Authorized Signature)

COUNTY OF FRESNO

  
Ernest Buddy Mendes  
Chairman, Board of Supervisors

5 RICHARD A. CIUMMO, PRESIDENT  
Print Name & Title

6 123 E. FOURTH ST.

7 MADERA, CA 93637  
Mailing Address

ATTEST:

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By Susan Bishop  
Deputy

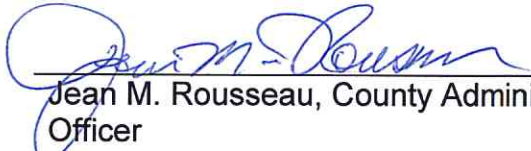
9 DATE: 9/13/16

DATE: October 11, 2016


1  
2 APPROVED AS TO LEGAL FORM

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4   
Daniel C. Cederborg, County Counsel

REVIEWED & RECOMMENDED FOR  
APPROVAL

5   
Jean M. Rousseau, County Administrative  
Officer

6 APPROVED AS TO ACCOUNTING  
FORM

7   
8 Vicki Crow, CPA  
9 Auditor-Controller/Treasurer-Tax Collector

10 FOR ACCOUNTING USE ONLY:

11 ORG No.: 2875  
Account No.: 7301  
Requisition No.: [click to type requisition number]  
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