

AMENDMENT I TO AGREEMENT
FOR SPECIALIZED LEGAL SERVICES

THIS AMENDMENT I TO AGREEMENT is made and entered into this 10th day of December, 2019, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and McCormick Barstow, LLP, hereinafter referred to as "ATTORNEY."

WITNESSETH

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement 18-597, effective September 11, 2018, whereby the COUNTY contracted with ATTORNEY to obtain specialized legal services and representation in defending various claims against COUNTY and its employees in Phillips v. State of California et al. (Fresno County Superior Court Case Number 15CECG02201); and

WHEREAS, the parties desire to amend the Agreement to increase the maximum compensation payable to ATTORNEY from \$350,000 to \$750,000, to allow the ATTORNEY to continue representing the COUNTY in the law suit.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein described, the parties hereto agree to amend the Agreement as follows:

1. That the existing Agreement, Section III (COMPENSATION OF ATTORNEY), Page Four (4), beginning with Line Four (4) with the word "In" and ending on Page Four (4), Line Nine (9) with the word "parties." Shall be deleted and the following inserted in its place:

"In no event shall the maximum amount paid to ATTORNEY as compensation for ATTORNEY's services performed under this Agreement exceed Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000), unless the parties agree to expand the scope of services through written amendment. ATTORNEY shall not be paid for any services or costs

1 above this limit without a written modification of this Agreement executed
2 by both parties.”

3 COUNTY and ATTORNEY agree that this Amendment I is sufficient to amend
4 Agreement No. 18-597 and, that upon execution of this Amendment I, the original
5 Agreement and Amendment I shall, together, be considered the Agreement.


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

9 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to
10 Agreement as of the day and year first hereinabove written.


11 McCormick Barstow, LLP

COUNTY OF FRESNO

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14 By 

15 Marty Oller,
16 Partner



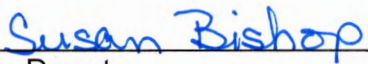
Nathan Magsig,
Chairman of the Board of Supervisors of
the County of Fresno

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18 For Accounting Use Only:

19 Org: 2540
20 Account No.: 7295

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

By: 
Deputy

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