

**SECOND AMENDMENT TO AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made and entered into this 24th day of March, 2020, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California ("COUNTY"), and Fitzgerald, Alvarez & Ciummo, A Professional Law Corporation, a California corporation, whose address is 123 East Fourth Street, Madera, CA 93638 ("ATTORNEY") (formerly "Richard A. Ciummo & Associates, a Professional Law Corporation").

**WITNESSETH:**

WHEREAS, COUNTY and ATTORNEY entered into Agreement number 17-226, dated June 6, 2017 ("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;

WHEREAS, on May 8, 2018, COUNTY and ATTORNEY entered into a First Amendment to Agreement to provide additional funding for cases declined by the Public Defender and an increase in service needs due to additional work necessary to review previously non-disclosed evidence that had been recently ordered to be turned over to defense counsel ("First Amendment");

WHEREAS, ATTORNEY changed its name from Richard A. Ciummo & Associates, a Professional Law Corporation, to Fitzgerald, Alvarez & Ciummo, A Professional Law Corporation; and

WHEREAS, COUNTY desires to increase the level of funding provided under the Agreement for ancillary services due to increases in ancillary services as a result of legislative changes, and due to increases in the level and seriousness of crimes committed by the defendants ATTORNEY represents, necessitating the need for additional ancillary funds;

WHEREAS, COUNTY and ATTORNEY again desire to amend the Agreement in order to update the ATTORNEY name, and increase the level of funding provided for ancillary services.

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

1. All references to Richard A. Ciummo & Associates, a Professional Law Corporation, in the Agreement shall be amended to refer to Fitzgerald, Alvarez & Ciummo, A Professional Law Corporation.

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

3                   "8. CONTRACT PRICE:

4           A.       Total Contract Price – The Total Contract Price to be paid ATTORNEY by  
5 COUNTY is not to exceed Twenty-Three Million Two Hundred Seventy-Six Thousand Three Hundred  
6 and Seven Dollars (\$23,276,307) consisting of Twenty-Two Million Five Hundred Thirty-Six Thousand  
7 Three Hundred and Seven Dollars (\$22,536,307) for the services to be provided hereunder, including  
8 the work to be performed hereunder, for all of the administration, management and supervision,  
9 attorney services, support services, ancillary services, and other services identified in ATTORNEY's  
10 final Proposal to COUNTY's RFP, and Seven Hundred Forty Thousand Dollars (\$740,000) for those  
11 enumerated Reimbursable Services which are set forth in Section 8(B) below, all as further defined  
12 and specified in this Agreement (hereinafter referred to as the "Total Contract Price"). The Total  
13 Contract Price includes all of the prices, fees, charges and expenses necessary in accordance with  
14 this Agreement to provide the services hereunder, to meet the requirements of ATTORNEY to provide  
15 the services hereunder, and to meet the requirements of ATTORNEY's Proposal and the COUNTY's  
16 RFP. The Total Contract Price or "Flat Fee," is the sole consideration to be paid to ATTORNEY  
17 hereunder, and includes provision for all out-of-pocket costs, such as computer time, freight, long  
18 distance telephone charges, travel expenses, copying, tele copying, faxing and postage, and for all  
19 items or services necessary to deliver the services described herein. Accordingly, only compensation  
20 amounts specified in this Section 8 shall be billed to or paid by COUNTY, except pursuant to an  
21 amendment to this Agreement approved by COUNTY's Board of Supervisors. ATTORNEY shall not  
22 assign any payments or portions of payments without prior written consent of COUNTY."

23           3.       Section 8(B)(2) is deleted in its entirety, and replaced with the following:

24                   "2)       COUNTY shall appropriate an amount not to exceed Seven Hundred  
25 Forty Thousand Dollars (\$740,000) to be used for ancillary services for the total possible five-year  
26 Term of the Agreement."

27           4.       COUNTY and ATTORNEY agree that this Second Amendment is sufficient to amend the  
28 Agreement, and that upon execution of this Amendment, the Agreement, the First Amendment, and

1 this Second Amendment together shall be considered the "Agreement."

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

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

**ATTORNEY**

*[Handwritten Signature]*

(Authorized Signature)

Michael P. Fitzgerald

Print Name & Title

President, CEO

123 East 4th Street, Madera CA 93638

Mailing Address

**COUNTY OF FRESNO**

*[Handwritten Signature]*

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:

*[Handwritten Signature]*

Deputy

**FOR ACCOUNTING USE ONLY:**

ORG No.: 2875

Account No.: 7301

Fund No: 0001

Subclass No: 10000