

**FIRST AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
DEVANEY PATE MORRIS & CAMERON LLP**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 1st day of September 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and DEVANEY PATE MORRIS & CAMERON, LLP, a limited liability partnership (“FIRM”).

RECITALS

WHEREAS, the CITY and the FIRM entered into an Agreement on July 5, 2022 (“the Agreement”), wherein the FIRM agreed to provide legal services by Attorney Barry J. Schultz, acting as Interim City Attorney for the National City Office of the City Attorney, for a not-to-exceed amount of \$50,000.00; and

WHEREAS, Section 2.8 of Exhibit A to the Agreement sets out the agreed-upon Schedule of Rates, proposing a monthly retainer of \$27,000, representing 120 hours at the rate of \$225.00 per hour, with work exceeding the retainer amount to be charged at \$250.00 per hour; and

WHEREAS, the parties desire to extend the scope of services, such that said legal services shall be provided for six (6) months from the date of this First Amended Agreement; and

WHEREAS, the parties desire to amend the Agreement to cover the cost of providing the increased scope of services from the amount of \$50,000.00 to the not-to-exceed amount by \$162,000.00 for a total not-to-exceed amount of \$212,000.00; and

WHEREAS, the parties desire to amend the Agreement to provide for a contingency whereupon the Agreement shall terminate by operation of law upon the appointment of a permanent City Attorney for the City of National City should such appointment be made during the six months contemplated by this Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The July 5, 2022 Agreement is hereby amended to cover the cost of the increased scope of services from the original contract amount of \$50,000.00 by a not-to-exceed increased amount of \$162,000.00, for a total not-to-exceed amount of \$212,000.00.
2. The parties further agree that, upon the appointment of a permanent City Attorney for the City of National City, the Agreement shall terminate by operation of law at the end of the calendar month in which said appointment is made, not to exceed 30 days.

3. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the July 5, 2022 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY

**DEVANEY PATE MORRIS &
CAMERON, LLP**

By:

By:

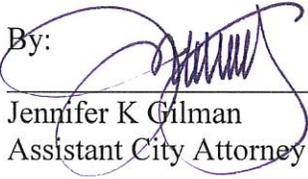
Alejandra Sotelo-Solis, Mayor

(Name)

APPROVED AS TO FORM:

(Print)

By:



Jennifer K Gilman
Assistant City Attorney

(Title)

By:



(Name)



(Print)



(Title)

3. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the July 5, 2022 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY

**DEVANEY PATE MORRIS &
CAMERON, LLP**

By:

Alejandra Sotelo-Solis, Mayor

By:



(Name)

APPROVED AS TO FORM:

Leslie E. Devaney

(Print)

By:

Jennifer K Gilman
Assistant City Attorney

Managing Partner

(Title)

By:

(Name)

(Print)

(Title)