

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

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this 20TH day of June, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and DEVANEY PATE MORRIS & CAMERON LLP, (the "FIRM").

RECITALS

WHEREAS, the CITY and the FIRM entered into an Agreement on November 16, 2021 ("the Agreement"), wherein the FIRM agreed to assist in representing the CITY in connection with litigation and government claim issue services for a not-to-exceed amount of \$75,000.00 per case and out-of-pocket disbursements pursuant to this Agreement; and

WHEREAS, the FIRM represents the CITY in the cases titled *Sophia Bhandari v. City of National City* and *Ashley Cummins v. City of National City*; and

WHEREAS, on March 21, 2023, the parties amended the Agreement as it pertains to the case titled *Sophia Bhandari v. City of National City* to cover the cost of providing the increase scope of services from the original amount of \$75,000 by increasing the not-to-exceed amount by \$125,000.00, for a new total not-to-exceed amount of \$200,000.00; and

WHEREAS, on March 21, 2023, the parties amended the Agreement as it pertains to the case titled *Ashley Cummins v. City of National City* to cover the cost of providing the increase scope of services from the original amount of \$75,000 by increasing the not-to-exceed amount by \$75,000.00, for a new total not-to-exceed amount of \$150,000; and

WHEREAS, the parties desire to amend the Agreement as it pertains to the case titled *Sophia Bhandari v. City of National City* to cover the cost of providing the increase scope of services from the First Amended amount of \$200,000.00 by increasing the not-to-exceed amount by \$50,000 for a new total not-to-exceed amount of \$250,000.00; and

WHEREAS, the parties also desire to amend the Agreement as it pertains to the case titled *Ashley Cummins v. City of National City* to cover the cost of providing the increase scope of services from the First Amended amount of \$150,000 by increasing the not-to-exceed amount by \$50,000, for a new total not-to-exceed amount of \$200,000.00.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The March 21, 2023 First Amendment to the Agreement is hereby amended to cover the cost of the increased scope of services from the not-to-exceed amount of \$200,000.00 by an increased amount of \$50,000.00, for a new total not-to-exceed amount of \$250,000.00 as it pertains to the case title *Sophia Bhandari v. City of National City*.

2. The March 21, 2023 First Amendment to the Agreement is hereby amended to cover the cost of the increased scope of services from the not-to-exceed amount of \$150,000.00 by an increased amount of \$50,000.00, for a new total not-to-exceed amount of \$200,000.00 as it pertains to the case title *Ashley Cummins v. City of National City*.

3. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the November 16, 2021 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

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Barry J. Schultz,
City Attorney

**DEVANEY PATE MORRIS &
CAMERON LLP**

By: _____
Leslie E. Devaney
Title: Managing Partner

By: _____
William C. Pate
Title: Partner