

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

THIS THIRD AMENDMENT TO THE AGREEMENT is entered into this 5th day of September 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 *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 *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**, on June 20, 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 \$150,000 by increasing the not-to-exceed amount by \$50,000.00, for a new total not-to-exceed amount of \$200,000; 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 Second Amended amount of \$200,000 by increasing the not-to-exceed amount by \$50,000, for a new total not-to-exceed amount of \$250,000.00.

**AGREEMENT**

**NOW, THEREFORE**, the parties hereto agree that:

1. The June 20, 2023 Second 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 *Ashley Cummins v. City of National City*.

2. 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 Third 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**