

**AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
BURKE, WILLIAMS & SORENSEN, LLP**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this ____ day of August, 2025, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and Burke, Williams & Sorensen, LLP (the “FIRM”).

RECITALS

WHEREAS, the CITY and the FIRM entered into an Agreement on May 7, 2024 (the “Agreement”), wherein the FIRM agreed to provide advice and counsel to the CITY in connection with litigation and government claims for a not-to-exceed amount of \$75,000 per case; and

WHEREAS, the FIRM represents the CITY in the case titled *Cummins v. the City of National City – Appeal* and has provided the legal work associated with the post-trial motions and will include the appeal of the judgment; and

WHEREAS, the parties desire to amend the Agreement as it pertains to the case titled *Cummins v. the City of National City - Appeal* to cover the costs of providing increase scope of services from the original amount of \$75,000 by increasing the not-to-exceed by \$ 100,000 for a new total not-to-exceed amount of \$ 175,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The May 7, 2024 Agreement is hereby amended to cover the cost of the increased scope of services from the original not-to-exceed amount of \$75,000 by an increase amount of \$100,000, for a new total not-to-exceed amount of \$175,000 as it pertains to the case titled *Cummins v. the City of National City – Appeal*.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the May 7, 2024 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

**BURKE, WILLIAMS &
SORENSEN, LLP**

By: _____
Ron Morrison, Mayor

By: _____

APPROVED AS TO FORM:

Title: _____

By: _____
Barry J. Schultz, City Attorney