

AGREEMENT NO. _____

**AMENDMENT NUMBER ONE (1) TO
ATTORNEY RETAINER AGREEMENT NO. 2021-063**

THIS AMENDMENT NUMBER ONE TO AGREEMENT NO. 2021-063 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a chartered municipal corporation (referred to herein as "CITY"), and **CLIFFORD & BROWN**, a corporation authorized to do business in California (referred to herein as "ATTORNEY").

R E C I T A L S

WHEREAS, CITY and ATTORNEY entered into Agreement for Legal Services No. CA19-005 on May 31, 2019, for legal services not to exceed \$40,000 in the matter of:

**CHRISTOPHER MESSICK vs. CIVIL SERVICE BOARD FOR THE BAKERSFIELD POLICE
DEPARTMENT; CITY OF BAKERSFIELD; LYLE MARTIN; DOES 1-30 INCLUSIVE
Kern County Superior Court Case No. BCV-19-101275**

WHEREAS, CITY amended Agreement No. CA19-005 on March 17, 2021 for additional compensation in the amount of \$60,000 for a total not to exceed of One Hundred Thousand Dollars (\$100,000); which said Agreement became known as Agreement No. 2021-063; and

WHEREAS, additional monies are needed to continue with outside legal services in connection with this matter;

WHEREAS, CITY and ATTORNEY desire to amend Agreement No. 2021-063 to increase the amount of compensation to ATTORNEY by the sum of One Hundred Thousand Dollars (\$100,000) for a total not to exceed of Two Hundred Thousand Dollars (\$200,000) for this action.

NOW, THEREFORE, incorporating the foregoing recitals herein, the parties agree as follows:

1. Paragraph 2 of Agreement for Legal Services No. CA19-005 dated May 31, 2019, is hereby amended in its entirety to read as follows:

2. COMPENSATION TO ATTORNEY. Compensation for all work, services or products called for under this Agreement shall be paid as follows: CITY shall compensate ATTORNEY for all services performed by ATTORNEY on an hourly basis in an amount of **One Hundred Ninety-Five Dollars (\$195) per hour. In no event shall this Agreement exceed the total amount of Two Hundred Thousand Dollars (\$200,000).** ATTORNEY shall not engage in any services above or beyond this amount and CITY shall not be obligated to pay ATTORNEY for excess work, services or products beyond this amount. CITY shall pay ATTORNEY thirty (30) days after receipt and approval of billing and shall submit separate billings for each matter. CITY shall pay no finance charge to ATTORNEY. The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to all approved out-of-pocket costs and taxes. Prior to payment all bills shall be reviewed and approved by the City Attorney or his designee.

2. EFFECT OF THIS AMENDMENT. Except as amended in this Agreement, all of the provisions of Agreement for Legal Services No. CA19-005, dated May 31, 2019, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF BAKERSFIELD ("CITY")

CLIFFORD & BROWN ("ATTORNEY")

By: _____
KAREN GOH
Mayor

By:  _____
PATRICK J. OSBORN
Managing Partner

Additional Signatures on Following Page

APPROVED AS TO FORM:
VIRGINIA GENNARO
City ATTORNEY

By: _____
VIRGINIA GENNARO
City Attorney

Insurance: _____

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

VG:ac