

Abbott & Kindermann, Inc.

**SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES BETWEEN
EL DORADO COUNTY AND ABBOTT & KINDERMAN, INC. #552-S1711**

THIS SECOND AMENDMENT to that Agreement for Legal Services #552-S1711 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Abbott & Kindermann, Inc., a California Professional Law Corporation duly qualified to conduct business in the State of California, whose principal place of business is 2100 Twenty-First Street, Sacramento, California 95818, (hereinafter referred to as "Law Firm") for the performance of specific legal services for County;

RECITALS

WHEREAS, County and Law Firm entered into an Agreement for Legal Services on July 7, 2017, and First Amendment to Agreement for Legal Services on August 8, 2018, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed amount of the Agreement from \$125,000 to \$225,000 for continued legal services, amending **SECTION 2, Compensation**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Law Firm mutually agree to amend the terms of the Agreement for Legal Services in this Second Amendment to Agreement for Legal Services on the following terms and conditions:


SECTION 2, Compensation, shall be amended to read as follows:

2. Compensation. In consideration of the services set forth in paragraph 1, the County shall pay the Law Firm on an hourly rate in accordance with the billing rates set forth on Exhibit A, "Abbott & Kindermann, Inc. Rate Schedule." Law Firm shall keep proper records to enable County to verify the services rendered, and such records shall be made reasonably available to County or its agents for inspection and audit. William Abbott will be the attorney primarily responsible for the services to be provided under this Agreement. The Law Firm may utilize the services of other attorneys or staff as deemed appropriate and efficient; provided, that such other persons shall be under the supervision of Mr. Abbott. The County and Law Firm acknowledge that there are a wide range of factors that will influence the total compensation for work performed pursuant to this Agreement. Funds budgeted for the purposes of this Agreement are made available on a fiscal year basis, and budgeting is subject to change at any time. Compensation under this Agreement shall not exceed \$225,000.

Except as herein amended, all other parts and sections of Agreement for Legal Services #552-S1711, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Legal Services #552-S1711 on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Dated: 10/20/2020

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 10/20/2020

--ABBOTT & KINDERMANN, INC.--

By: 
William Abbott, Shareholder
"Law Firm" *OF COUNSEL*

Dated: 9/2/20

ABBOTT & KINDERMANN, INC.

RATE SCHEDULE

William W. Abbott	\$ 250.00 per hour
Diane G. Kindermann	\$ 250.00 per hour
SENIOR COUNSEL	\$ 250.00 per hour
ASSOCIATE IV	\$ 250.00 per hour
ASSOCIATE III	\$ 250.00 per hour
ASSOCIATE II	\$ 200.00 per hour
ASSOCIATE I	\$ 180.00 per hour
PLANNER II	\$ 150.00 per hour
PLANNER I	\$ 110.00 per hour
PARALEGAL II	\$ 150.00 per hour
PARALEGAL I	\$ 100.00 per hour
LAW CLERK II	\$ 110.00 per hour
LAW CLERK I	\$ 60.00 per hour
STAFF RESEARCHER	\$ 65.00 per hour

INDIRECT EXPENSES:

A charge of 4.25% of monthly fees is added to offset ordinary copying, secretarial, postage, including overnight deliveries, faxing, local and long distance telephone charges.

Court Calls and fax filing for court documents are not included.

COSTS:

Costs (including filing fees, court reporter fees, special deliveries, on-line computer research, etc.) will be billed as incurred.

SERVICES:

The following services will be billed as incurred at the following rates:

ACCOUNTING - \$50.00 per hour
OFFICE CLERK - \$15.00 per hour
MILEAGE - Current IRS rate

- * Distribution from a client trust account for payment of a bill and all other payments received shall be allocated to amounts owing in the following order: (1) accrued interest; (2) costs advanced; and (3) attorney's fees.
- ** This Rate Schedule is adjusted December 21st of each year. This schedule may also be adjusted at any time upon thirty (30) days prior notice to client.
- *** Telephone calls to or from a client, or other parties involved in matters pertaining to the client's legal affairs, are subject to a minimum charge of 0.2 hour times the applicable billing rate.