

**FIRST AMENDMENT TO AGREEMENT #019-A-07/08-BOS  
FOR LEGAL SERVICES BETWEEN  
EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT AND  
DONGELL LAWRENCE FINNEY, A LIMITED LIABILITY  
PARTNERSHIP**

This First Amendment to Agreement #019-A-07/08-BOS made and entered into the 18<sup>th</sup> day of September, 2007 by and between EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT (hereinafter referred to as the "District"), and DONGELL LAWRENCE FINNEY, A LIMITED LIABILITY PARTNERSHIP (hereinafter referred to as the "Firm"), duly qualified to conduct business in the State of California, whose principal place of business is 707 Wilshire Boulevard, Los Angeles, California 90017-3609, effective on the date services were first performed for the District in the matters described below, for the performance of specified legal services for the District.

**WHEREAS**, DONGELL LAWRENCE FINNEY, A LIMITED LIABILITY PARTNERSHIP, has been engaged by the County under Agreement #019-A-07/08-BOS to provide legal services, which may include the following:

**1.** The District shall have the right in its sole discretion to determine the particular services to be provided by the Firm from time to time under this Agreement. These services may include the following:

**A.** Legal defense of the El Dorado County Naturally Occurring Asbestos Protection Ordinance and subsequent replacement New Rules;

research and examination of applicable law, and preparing memoranda and rendering opinions in connection therewith;

**B.** Review, analysis and application of environmental law as it applies to the naturally occurring asbestos deposits and disturbance thereof;

**C.** Participation in meetings, personal conferences, telephone conferences, discussions and other communications and proceedings held in furtherance of the District's requirements thereof; and

**D.** Legal defense of the County, if necessary, in any litigation arising out of or related to the administration and/or enforcement of County rules, regulations, ordinances, or actions related to the County regulation of Naturally Occurring Asbestos.

The parties hereto have determined and agreed that additional services will be needed and have therefore agreed to amend "Section 5 and 6" of Agreement #019-A-07/08-BOS executed on the 18<sup>th</sup> day of September, 2007 as follows:

**SECTION 5.** This Agreement shall upon signature by all parties hereto be deemed to be effective as of October 1, 2007 and shall be for one (1) year, expiring on September 30, 2008. This Agreement may be extended for an additional one year if mutually agreed between the parties hereto in writing no less than thirty (30) days prior to the expiration of the then current Agreement **SHALL BE**

**AMENDED TO READ:**

**SECTION 5.** This Agreement shall upon signature by all parties

hereto be deemed to be **effective as of October 1, 2008 and shall be for one (1) year, expiring on September 30, 2009.**

**SECTION 6.** The District agrees to pay the Firm for services rendered hereunder at the rate of \$195.00 per attorney hour for partners, and associate attorney, and the rate of \$95.00 per hour for paralegal service. The Firm will use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with the District.

The Firm will keep the District currently advised as to the level of attorney hours and client services performed. The Firm's travel time not devoted to the performance of client services under this retainer Agreement shall not be charged to the District.

The Firm shall keep proper records to enable the District to verify the services rendered, and such records shall be made reasonably available to the District or its agents for inspection and audit.

The Firm recognizes that this Agreement has been legislatively authorized for an amount not to exceed Eighty Thousand Dollars and No/100 (\$80,000.00) **SHALL BE AMENDED TO READ:**

**SECTION 6.** The District agrees to pay the Firm for services rendered hereunder at the rate of \$195.00 per attorney hour for partners, and associate attorney, and the rate of \$95.00 per hour for paralegal service. The Firm will use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with the District.

The Firm will keep the District currently advised as to the level

of attorney hours and client services performed. The Firm's travel time not devoted to the performance of client services under this retainer Agreement shall not be charged to the District.

The Firm shall keep proper records to enable the District to verify the services rendered, and such records shall be made reasonably available to the District or its agents for inspection and audit.

**The total amount of the Agreement, which had been legislatively authorized for an amount of Eighty Thousand Dollars and No/100 (\$80,000.00), shall be increased by Eighty Thousand Dollars and No Cents (\$80,000) so that the total amount of the Agreement including this Amendment SHALL NOT EXCEED ONE HUNDRED SIXTY THOUSAND DOLLARS AND NO CENTS (\$160,000).**

All other sections of the Agreement dated the 18<sup>th</sup> day of September, 2007 shall remain unchanged and in full force.

**CONTRACT ADMINISTRATOR CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Gerri Silva, M.S., REHS  
Director, Environmental Management Department

**REQUESTING DEPARTMENT CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Gerri Silva, M.S., REHS  
Director, Environmental Management Department

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Marcella McTaggart, Air Pollution Control Officer, Environmental  
Management Department

**IN WITNESS WHEREOF**, DISTRICT and the FIRM have executed this First Amendment to Agreement #019-A-07/08-BOS the day and year first below written.

- - C O U N T Y O F E L D O R A D O - -

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chair,  
Air Pollution Control Board of Directors

ATTEST:  
Clerk  
Air Pollution Control Board of Directors

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Deputy Clerk

- F I R M -

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Tal C. Finney  
Its: Partner

Dongell Lawrence Finney,  
A Limited Liability Partnership  
State Bar Number: 156296

ATTEST:

Dated: \_\_\_\_\_

By: \_\_\_\_\_

John A. Lawrence  
Its: Managing Partner

Dongell Lawrence Finney,  
A Limited Liability Partnership  
State Bar Number: 073395