

AGREEMENT FOR SERVICES #220-S1311
AMENDMENT III

This Amendment III to that Agreement for Services #220-S1311, 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 Liebert Cassidy Whitmore, a Professional Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6033 W. Century Boulevard, 5th Floor, Los Angeles, CA90045, and whose Agent for Service of Process is Richard C. Bolanos, 635 San Martin PL, Los Altos, CA 94024; (hereinafter referred to as "Attorney");

RECITALS

WHEREAS, Attorney has been engaged by County to provide employment relations consulting services, in accordance with Agreement for Services #220-S1311, dated November 13, 2012, its Amendment I dated September 27, 2013, and its Amendment II dated October 6, 2014, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Section 2 – Fees, Costs, Expenses** and **Section 14 – Contract Administrator**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #220-S1311 shall be amended a third time as follows:

Sections 2 and 14 shall be amended in their entirety to read as follows:

2. **Fees, Costs, Expenses:** In consideration of the labor negotiation services to be provided under this Agreement, effective February 1, 2015, the County agrees to pay Attorney fees in accordance with Exhibit "A," marked "Fee Schedule (Effective October 1, 2014)," incorporated herein and made by reference a part hereof. Additional Attorneys and paraprofessional staff may be used to support labor negotiations and will bill their time in minimum units of one-tenth of an hour. Attorney will provide the County with thirty (30) days written notification of any adjustment in the range of rates. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

County agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of County. Attorney bills photocopying charges at Fifteen Cents (\$.15) per page and facsimile charges at Twenty-Five Cents (\$0.25) per page.

Payment by County against monthly billings is due upon receipt of invoice, and is considered delinquent if payment is not received within thirty (30) days of County's receipt and approval of invoice.

The total amount of this Agreement shall not exceed \$330,000.00.

14. Contract Administrator: The County officer or employee with responsibility for administering this Agreement is Bobbi Bennett, Human Resources Manager, or successor; however, in rendering legal services under this Agreement, Attorney's work shall be subject to coordination with and review by County Counsel's Office.

Except as herein amended, all other parts and sections of that Agreement #220-S1311 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to that Agreement for Services #220-S1311 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Pamela Knorr, Purchasing Agent
Chief Administrative Office
"County"

-- ATTORNEY --

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By: _____ Dated: _____
J. Scott Tiedemann
Managing Partner
"Attorney"

Exhibit "A"

LIEBERT CASSIDY WHITMORE
FEE SCHEDULE
(Effective October 1, 2014)

HOURLY RATES

Partners	\$325.00
Of Counsel	\$285.00
Associates	\$190.00 - \$265.00
Paraprofessionals & Litigation Support	\$75.00 - \$150.00