

**AMENDMENT 1
TO AGREEMENT FOR LEGAL SERVICES BETWEEN
EL DORADO COUNTY
AND ABBOTT & KINDERMANN, LLP
(Austin Litigation)**

This Amendment 1 to Agreement for Legal Services, 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 LLP, a California Limited Liability Partnership, whose address is 2100 Twenty-First Street, Sacramento, CA 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 January 12, 2016 ("Agreement"); and

WHEREAS, the parties hereto have mutually agreed to amend the compensation and qualifications provisions of the Agreement, **Section 2, Compensation** and **Section 8, Qualifications** and have mutually agreed to amend **Exhibit A, "Rate Schedule;"**

NOW THEREFORE, the parties do hereby mutually agree that the Agreement shall be amended as follows:

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, LLP 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.

SECTION 8, Qualifications, shall be amended to read as follows:

8. Qualifications. Law Firm certifies that it accepts this retention because it has the time, energy, skills and ability necessary to perform the duties required in an efficient, trustworthy, professional and businesslike manner. It is understood that the services under this Agreement must be provided immediately, and that they are time critical. Law Firm is engaged by County for its unique qualifications and skills. Law Firm shall not subcontract, delegate or assign the

services to be provided under this Agreement, in whole or in part, to any other person or entity not employed by Law Firm without the prior written consent of County Counsel.

Exhibit A “Rate Schedule” shall be amended to add a contract paralegal, as shown on the amended rate schedule attached hereto.

Except a specifically amended herein, all remaining sections and terms of Agreement for Legal Services shall remain in full force and effect. This Amendment 1, which may be executed in counterparts, is deemed effective on the date executed by all parties.

Requesting Contract Administrator Concurrence:

By: _____
Michael Ciccozzi, County Counsel

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 to Agreement for Legal Services on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____
Ron Mikulaco, Chair
Board of Supervisors
“County”

Dated: _____

ATTEST:
Jim Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

--LAW FIRM--

By: _____
William Abbott, Partner
Abbott & Kindermann, LLP
“Law Firm”

Dated: _____

ABBOTT & KINDERMANN, LLP

RATE SCHEDULE

PARTNERS	\$ 375.00 per hour
SENIOR COUNSEL	\$ 340.00 per hour
ASSOCIATE IV	\$ 285.00 per hour
ASSOCIATE III	\$ 225.00 per hour
ASSOCIATE II	\$ 200.00 per hour
ASSOCIATE I	\$ 160.00 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
CONTRACT PARALEGAL	Not to exceed \$55.00 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.

EXHIBIT A