

AMENDMENT 2
TO AGREEMENT #4089 FOR LEGAL SERVICES BETWEEN
EL DORADO COUNTY
AND ABBOTT & KINDERMANN, INC.
(Specific Plans)

This Amendment 2 to Agreement for Legal Services #4089, 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 authorized to do business in the State of California, 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 #4089 effective July 1, 2019 for legal services related to CEQA compliance for the following specific plan projects: Lime Rock Valley Specific Plan SP12-0001 (G3 Enterprises, Inc.), Central El Dorado Hills Specific Plan SP12- 0002 (Serrano Associates, LLC), and Village of Marble Valley Specific Plan SP12-0003 (Marble Valley Company, LLC) (collectively referred to herein as the "Specific Plans") and such agreement was amended for the first time on June 24, 2022 (the Agreement for Legal Services and Amendment 1 are collectively referred to as "Agreement"); and

WHEREAS, although the application for the Central El Dorado Hills Specific Plan has been withdrawn, the other two specific plans that are the subject of the Agreement (the Village of Marble Valley Specific Plan and the Lime Rock Valley Specific Plan) are still being processed and the Agreement is set to expire by its terms on June 30, 2024; and

WHEREAS, the parties hereto have mutually agreed to amend the Agreement for the second time to **amend Section 2. Compensation** to add Exhibit A-6 "Abbott & Kindermann, Inc. Rate Schedule A- 6", add Exhibit A-7 "Abbott & Kindermann, Inc. Rate Schedule A-7" and delete the not to exceed amount, **amend Section 3. Costs** to add references to Exhibits A-6 and A-7, and to **amend Section 18. Term** to extend the term of the Agreement for two additional years; and

WHEREAS, Law Firm fees for services under this Agreement will be paid through the County, however all funding for this Agreement is provided by the project applicants;

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

1. **SECTION 2. Compensation** shall be amended in its entirety 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-1, "Abbott & Kindermann, Inc. Rate Schedule A-1" which will be operative for Fiscal Year 19-20,

Exhibit A-2, "Abbott & Kindermann, Inc. Rate Schedule A-2" which will be operative for Fiscal Year 20-21, Exhibit A-3, "Abbott & Kindermann, Inc. Rate Schedule A-3" which will be operative for Fiscal Year 21-22, Exhibit A-4, "Abbott & Kindermann, Inc. Rate Schedule A-4," which will be operative for Fiscal Year 22-23, Exhibit A-5 "Abbott & Kindermann, Inc. Rate Schedule A-5" which will be operative for Fiscal Year 23-24, Exhibit A-6 "Abbott & Kindermann, Inc. Rate Schedule A-6" which will be operative for Fiscal Year 24-25, and Exhibit A-7 "Abbott & Kindermann, Inc. Rate Schedule A-7" which will be operative for Fiscal Year 25-26.

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.

2. SECTION 3. Costs shall be amended in its entirety to read as follows:

- 3. Costs.** Law Firm will also be reimbursed for customary costs and disbursements incurred in the course of representation, including but not limited to, long-distance telephone, travel (in accordance with the County's Travel Policy), facsimile, messenger services, on-line legal research (such as Westlaw and/or Lexis/Nexis) and photocopying under the terms set forth on Exhibits A-1, A-2, A-3, A-4, A-5, A-6 and A-7. The Firm will also be reimbursed for any subcontracted consultant services approved in advance in writing by the County Counsel. Such costs shall be detailed in billings submitted.

3. SECTION 18. Term shall be amended in its entirety to read as follows:

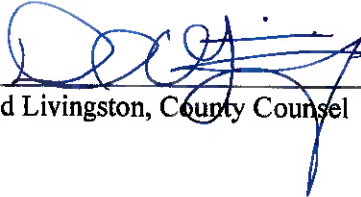
- 18. Term.** This Agreement shall be effective on the date fully executed by all parties and shall cover the period starting July 1, 2019, and shall remain in effect until either terminated by any party, until all work contemplated hereunder shall be completed as determined by County Counsel or the Agreement expires by its terms on June 30, 2026, whichever comes first.

4. SECTION 12. Notification of Conflict shall be amended in its entirety to read as follows:

- 12. Notification of Conflict.** Law Firm shall immediately notify County if any services to be performed under this Agreement involve an actual or potential conflict of interest, financial or otherwise. Law Firm shall not engage in any activity under this Agreement that involves any actual or potential conflict of interest unless Law Firm first makes a full and complete disclosure of all relevant facts and obtains a written waiver of such conflict in advance from County. Pursuant to California Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the Attached Appendix B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

Except as specifically amended herein, all remaining sections and terms of Agreement for Legal Services #4089 shall remain in full force and effect. This Amendment 2, which may be executed in counterparts, is effective on the date executed by all parties.

Requesting Contract Administrator Concurrence:

By: 
David Livingston, County Counsel

Dated: 6/17/24

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 to Agreement for Legal Services #4089 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____
Wendy Thomas, Chair
Board of Supervisors
"County"

Dated: _____

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

--LAW FIRM--

By: *Diane G. Kindermann*
Diane G. Kindermann, President
Abbott & Kindermann, Inc.
"Law Firm"

Dated: *6-16-2024*

ABBOTT & KINDERMANN, INC.

RATE SCHEDULE AS OF 7/1/2024

PRINCIPAL	\$ 440.00 per hour
OF COUNSEL	\$ 440.00 per hour
SENIOR COUNSEL	\$ 400.00 per hour
SENIOR ASSOCIATE	\$ 375.00 per hour
ASSOCIATE IV	\$ 340.00 per hour
ASSOCIATE III	\$ 285.00 per hour
ASSOCIATE II	\$ 235.00 per hour
ASSOCIATE I	\$ 210.00 per hour
PLANNER II	\$ 160.00 per hour
PLANNER I	\$ 120.00 per hour
PARALEGAL II	\$ 160.00 per hour
PARALEGAL I	\$ 110.00 per hour
LAW CLERK II	\$ 110.00 per hour
LAW CLERK I	\$ 65.00 per hour
STAFF RESEARCHER	\$ 70.00 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:

MILEAGE - Current IRS rate

- ** 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.

UPDATED 04/29/2024 JB (149)

ABBOTT & KINDERMANN, INC.

RATE SCHEDULE AS OF 7/1/2025

PRINCIPAL	\$ 450.00 per hour
OF COUNSEL	\$ 450.00 per hour
SENIOR COUNSEL	\$ 410.00 per hour
SENIOR ASSOCIATE	\$ 385.00 per hour
ASSOCIATE IV	\$ 350.00 per hour
ASSOCIATE III	\$ 295.00 per hour
ASSOCIATE II	\$ 245.00 per hour
ASSOCIATE I	\$ 220.00 per hour
PLANNER II	\$ 170.00 per hour
PLANNER I	\$ 130.00 per hour
PARALEGAL II	\$ 170.00 per hour
PARALEGAL I	\$ 120.00 per hour
LAW CLERK II	\$ 120.00 per hour
LAW CLERK I	\$ 75.00 per hour
STAFF RESEARCHER	\$ 80.00 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.

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UPDATED 04/29/2024 JB (149)

ExA-7

Abbott & Kindermann

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

___ YES K NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

___ YES K NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

6-16-2024
Date

Diane G. Kindermann
Signature of authorized individual

Abbott & Kindermann, Inc.
Type or write name of company

Diane G. Kindermann
Type or write name of authorized individual