THIRD AMENDMENT TO AGREEMENT FOR LEGAL SERVICES BETWEEN EL DORADO COUNTY AND ABBOTT & KINDERMANN, INC. Agreement # 552-S1711 (Sheetz)

This Third Amendment 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 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 on July 7, 2017; First Amendment to the Agreement for Legal Services on August 8, 2018; and Second Amendment to the Agreement on October 20, 2020, incorporated herein and made by reference a part hereof, hereinafter collectively referred to as the "Agreement; and

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to increase the not-to-exceed amount of the Agreement from \$225,000 to \$300,000 for continued legal services, amending the compensation provision of the Agreement, Section 2, Compensation, and revising Section 12, Notification of Conflict.

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 Third Amendment to Agreement for Legal Services on the following terms and conditions:

1. **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 \$300,000.

- 2. 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 Exhibit 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 #552-S1711, as amended, shall remain unchanged and in full force and effect. This Third Amendment, which may be executed in counterparts, is deemed effective on the date executed by all parties.

Requesting Contract Administrator Concurrence	e:
By: David Livingston County County	Dated: _ 6 / 27 / 24
David Livingston, County Counsel IN WITNESS WHEREOF, the parties hereto Agreement for Legal Services on the dates indicated	
COUNTY OF EI	L DORADO
By: Wendy Thomes Wendy Thomas, Chair	Dated: 7/16/2024
Board of Supervisors "County"	ATTEST: Kim Dawson Clerk of the Board of Supervisors
	By: And Park
LAW FII	RM—
By: Diane G. Kindermann, President Abbott & Kindermann, Inc. "Law Firm"	Dated: 6 272024

to

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.

contributions of more than \$250 to an Office	on behalf of you or your company, made any political eer of the County of El Dorado in the twelve months your proposals or the anticipated date of any Officer	
YESNO If yes, please identify the person(s) by name:		
	behalf of you or your company, anticipate or plan to \$250 to an Officer of the County of El Dorado in the lated to this contract?	
YESNO If yes, please identify the person(s) by name:		
awarding a contract to your firm or any taking a	above does not preclude the County of El Dorado from any subsequent action related to the contract. It does, orn participating in any actions related to this contract.	
6-10-0	I to the town of t	
Date	Signature of authorized individual	
abbratt + Kindlerman	e DIPAR - COMMENTER	
Type or write name of companyType or write name of authorized individual		