

**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:

By: 
David Livingston, County Counsel

Dated: 6/27/24

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

--COUNTY OF EL DORADO--

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

Dated: 7/16/2024

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

--LAW FIRM--

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

Dated: 6-27-2024

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 disclosure 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 1 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 1 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.

6-14-2006
Date

[Signature]
Signature of authorized individual

Abbott & Kindermann
Type or write name of company

Diana L. Kindermann
Type or write name of authorized individual