

**AMENDMENT 1
TO AGREEMENT FOR LEGAL SERVICES BETWEEN
EL DORADO COUNTY
AND ABBOTT & KINDERMANN, LLP
AGREEMENT #432-S1611**

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 April 5, 2016 ("Agreement"); and

WHEREAS, the parties hereto have mutually agreed to amend the qualifications and contract administrator provisions of the Agreement, **Section 8, Qualifications** and **Section 16, Contract Administrator** 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 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.

SECTION 16, Contract Administrator shall be amended to read as follows:

16. Contract Administrator. For the purpose of administering this Agreement, the County shall be represented by its County Counsel, Michael Ciccozzi, or successor. Notices provided pursuant to this Agreement shall be effective immediately upon receipt and shall be directed as follows:

For County: Michael Ciccozzi
County Counsel, El Dorado County
330 Fair Lane
Placerville, California 95667

For Attorney: William Abbott
Abbott & Kindermann, LLP
2100 21st Street
Sacramento, California 95818

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 #432-S1611 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 #432-S1611 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