

**AMENDMENT 2
TO AGREEMENT FOR LEGAL SERVICES BETWEEN
EL DORADO COUNTY
AND ABBOTT & KINDERMANN, LLP
(Austin Litigation)**

This Amendment 2 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/Abbott & Kindermann Inc., a California Corporation, 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, which was amended by Amendment 1 to Agreement for Legal Services dated September 12, 2016 (collectively "Agreement"); and

WHEREAS, Law Firm was originally a California Limited Liability Partnership but has since converted to a professional corporation, Abbott & Kindermann Inc.; and

WHEREAS, the parties hereto have mutually agreed to amend the Agreement a second time to add Section 19, Assignment;

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

1. SECTION 19, Assignment, shall be added as follows:

19. Assignment of Agreement. The parties acknowledge that Law Firm converted its legal status from a limited liability partnership to a professional corporation and that such an action requires an assignment of this Agreement from Abbott & Kindermann, LLP to the new professional corporation. County hereby consents to an assignment of this Agreement from Abbott & Kindermann, LLP to the successor professional corporation, Abbott & Kindermann Inc., on the following conditions: 1) the officers and shareholders of the successor professional corporation are the same as the existing partners in Abbott & Kindermann, LLP; 2) Abbott & Kindermann, LLP assigns all of its rights, obligations, duties, title and interest in and to this Agreement to the successor professional corporation; 3) the successor professional corporation accepts the assignment of the Agreement with all of its terms and conditions; 4) successor professional corporation assumes each and every duty and obligation owing to County arising out of or in connection with the Agreement; and, 5) successor professional corporation accepts the assignment subject to any defenses or causes of action that County may have against Abbott & Kindermann, LLP.

Except a specifically amended herein, all remaining sections and terms of Agreement for Legal Services 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 and the consent and assignment, as set forth above, shall be deemed effective as of the date the professional corporation was incorporated.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Michael Ciccozzi, County Counsel

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 2 to Agreement for Legal Services on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____ Dated: _____
Shiva Frentzen, Chair
Board of Supervisors
"County"

ATTEST:
Jim Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

--LAW FIRM--

By: _____ Dated: _____
William Abbott, Shareholder
Abbott & Kindermann, LLP
"Law Firm"

By: _____ Dated: _____