

**SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES
BETWEEN EL DORADO COUNTY AND EBBIN, MOSER & SKAGGS LLP**

~~XXXXXX~~

524-S0811

This Amendment to Agreement is made and entered into between EL DORADO COUNTY ("County"), a political subdivision of the State of California, and Ebbin, Moser & Skaggs LLP ("Attorney"), a limited liability partnership duly authorized to do business in the State of California, whose address is 550 Montgomery Street, Suite 900, San Francisco, California 94111, effective on the date when fully executed by both parties hereto.

WITNESSETH

WHEREAS, County and Attorney entered into an Agreement for Legal Services ("Agreement") on October 22, 2007; and,

WHEREAS, said Agreement was subsequently amended one time; and,

WHEREAS, the parties to said Agreement desire to further amend the Agreement to provide further specificity in the Scope of Services and to increase total compensation to be paid under the Agreement.

NOW, THEREFORE, County and Attorney mutually agree as follows:

Section 1. This Amendment to Agreement shall become effective when fully executed by both parties.

Section 2. The first Whereas of the Agreement is hereby amended to read as follows:

Whereas, the County has determined that it is necessary to Obtain legal services in connection with its efforts to devise a mitigation plan for the gabbro soils endemic plants; and

Section 3. Section 1 of the Agreement, Scope of Services, is hereby amended to read as follows:

- 1. **Scope of Services.** County hereby retains Attorney, under the direction of County Counsel, to advise, assist, and represent the County on issues related to the Endangered Species Act, the California Endangered Species Act, the Native Plant Protection Act, the California Environmental Quality Act and the eight endangered and/or threatened gabbro soils endemic plants. Upon request of County Counsel, Attorney shall provide such legal services as are needed. In particular, without limitation, Attorney shall provide legal support in the County's effort to develop an Impact Analysis and Mitigation Plan for anticipated submittal to the California Department of Fish and Game as part of an application for a permit under Section

2081 of the California Endangered Species Act and for approval under The Native Plant Protection Act. Work is to be performed in conjunction efforts undertaken by SAIC under contract of even date herewith to develop said Impact Analysis and Mitigation Plan. Services to be rendered include, but are not limited to, (1) providing legal advice and support; (2) providing guidance on regulatory and strategic matters; (3) providing document review for legal sufficiency; (4) interfacing with the Department of Fish and Game and other relevant state and federal agencies on matters relating to the development of the Impact Analysis and Mitigation Plan; and, (5) such other legal services as may be requested by County.

Section 4. Section 4 of the Agreement, Compensation for Services, is hereby amended to read as follows:

- 4. Compensation for Services.** For services provided herein, County agrees To pay Attorney the hourly rates set forth below. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoice(s) detailing services rendered. The total amount of this Agreement shall not exceed One Hundred and Twenty Five Thousand Dollars (\$125,000.00), inclusive of all expenses.

Attorney shall submit to County for County Counsel's review and approval a confidential itemized statement of services rendered and costs incurred under this Agreement monthly. Such statement shall describe the nature of the services rendered, and specify the time expended in rendering such services, calculated in not more than one-quarter (.25) hour segments. Provided, however, that in Attorney's discretion, such statements need not be submitted until the total amount due exceeds Five Hundred Dollars (\$500.00). Attorney shall keep time records for a minimum period of three (3) years and make them available for review and internal audit by the County, and it authorized auditors.

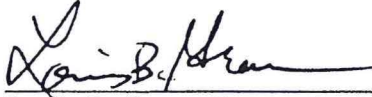
Attorney agrees that Marc Ebbin will be primarily responsible for Providing or overseeing services provided under this Agreement.

The hourly rates to be paid under this Agreement are:

Marc Ebbin	\$420
David moser	\$420
Sean Skaggs	\$420
Shawn Zovod	\$395

Section 5. Except as specifically amended herein, all remaining terms of the Legal Services Agreement shall remain in force and effect.

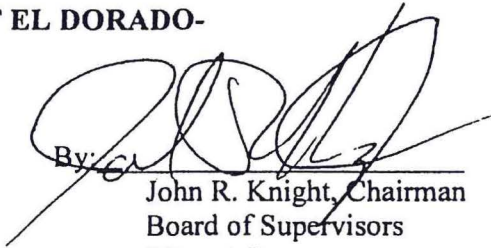
Department Concurrence:



Louis B. Green, County Counsel

-COUNTY OF EL DORADO-

Dated: 5-15-12

By: 

John R. Knight, Chairman
Board of Supervisors
"County"

ATTEST:

Theresa Daly, Acting Clerk
of the Board of Supervisors

By: 

Deputy Clerk

-ATTORNEY-

Dated: 6/1/12

By: 

"Attorney"