



**AGREEMENT FOR SERVICES
008E-A-10/11-BOS**

**Between
COUNTY OF EL DORADO ENVIRONMENTAL MANAGEMENT DEPARTMENT
and
THE LAW OFFICES OF THOMAS M. BRUEN**

AMENDMENT I

This Amendment I to that Agreement for Services #008-E-A-10/11-BOS, 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"), acting by and through County Service Area No.1 0, a lawfully established county service area as defined by Government Code Section 25210 et seq., and The Law Offices of Thomas M. Bruen, a California Professional Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1990 North California Boulevard, Suite 940, Walnut Creek, California 94596; (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide legal services, in accordance with Agreement for Services #008-E-A-10/11-BOS, dated April 19, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to increase the billing rates for partners and associates by fifteen dollars (\$15) per hour, hereby amending the billing rates as outlined in **Article III, Compensation for Services, section A**; and

WHEREAS, the parties hereto have mutually agreed to amend **Article III, Compensation for Services**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #008-E-A-10/11-BOS shall be amended a first time as follows:

ARTICLE III

Compensation for Services:

- A. For services provided herein, County agrees to pay Firm monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) which reflect detail regarding dates of service, services performed, hours billed, compensation due for each service, and total compensation due for all services. For the purposes of this Agreement, the billing rate shall be \$265.00 per attorney hour for partners, and \$250.00 per associate hour.
- B. Total amount of this Agreement shall not exceed Three Hundred Thousand Dollars and 00/100 (**\$300,000.00**).
- C. The Firm will use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with the County. The Firm will keep the County currently advised as to the level of attorney hours and client services performed. Firm travel time not devoted to the performance of client services under this retainer agreement shall not be charged to the County. The 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.
- D. County shall reimburse Firm for the actual, reasonable and necessary expense of travel in accordance with the El Dorado County Board of Supervisors policy No. D-1 as set forth in Exhibit A attached hereto and incorporated herein. County shall reimburse Firm for the reasonable costs of long distance telephone calls, mailing, legal research on electronic database, and, upon prior approval, for extraordinary photocopying and extraordinary facsimile transmissions. Other reasonable, customary and necessary expenses, including but not limited to statutory fees, witness fees, reporters per diem and transcription fees, jury fees, and expenses of serving process, may be advanced by Firm and reimbursed by County. Expert consultants and witnesses may be retained by Firm on terms acceptable to County. Such expert consultants and witnesses may invoice Firm. Prior to incurring expenses in excess of Five Hundred Dollars and No/100 (\$500.00) Firm shall consult with County and obtain approval.
- E. The Firm shall submit to County Counsel for review and approval an itemized statement of services rendered at periodic intervals of not less than one and not more than three months. Such statement shall identify the nature of the services rendered, and specify the time expended in rendering such services, calculated in one-tenth (.10) hour segments. Simultaneously, Firm shall submit a summary statement to County for payment processing.

Except as herein amended, all other parts and sections of that Agreement #008-E-A-10/11-BOS shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____

Gerri Silva, M.S., REHS
Director
Environmental Management

Dated: _____

Requesting Department Head Concurrence:

By: _____

Gerri Silva, M.S., REHS
Director
Environmental Management

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #008-E-A-10/11-BOS on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Ron Briggs, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONSULTANT --

Law Offices of Thomas M. Bruen,
(A California Professional Corporation)

By: _____
Thomas M. Bruen, President
State Bar Number 63324
"Firm"

Dated: _____

ATTEST:

By: _____
Corporate Secretary
Law Offices of Thomas M. Bruen

Dated: _____