

AMENDMENT I TO AGREEMENT FOR LEGAL SERVICES BETWEEN
EL DORADO COUNTY AND
MEYERS, NAVE, RIBACK, SILVER & WILSON
412-S1311

This Amendment I to the Agreement for Legal Services ("Agreement") between El Dorado County ("Client") and Meyers, Nave, Riback, Silver and Wilson ("Attorney"), effective November 13, 2012, is made between the parties as follows:

WHEREAS, Attorney has been engaged by client to provide assistance with Client's public works project commonly known as the Silva Valley Parkway Interchange including on project issues, funding issues and acquisition matters inclusive of eminent domain where necessary;

WHEREAS, Client desires to amend the scope of services of the Agreement to engage Attorney to render advice and assist with legal services on the public works projects known as the Alder Drive at EID Canal Bridge Replacement Project (No. 77123), the Sly Park Bridge Replacement Project (No. 77115), and the Newtown Road at South Fork of Weber Creek - Bridge Replacement Project (No. 77122);

WHEREAS, the parties also wish to amend the Agreement to include the County's new contract administrator and to update the rate sheet as contemplated in the Agreement.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 1, entitled "Scope of Services," shall be amended to read:

Client hereby retains Attorney to assist Client with respect to Client's various public works projects such as those commonly known as (1) the Silva Valley Parkway Interchange, (2) the Alder Drive at EID Canal Bridge Replacement Project (No. 77123), (3) the Sly Park Road at Clear Creek Road Bridge Replacement Project (No. 77115), and (4) the Newtown Road at South Fork of Weber Creek - Bridge Replacement Project (No. 77122), including, but not limited to, providing legal advice on project issues, funding issues, property acquisition matters and any other facet of the project, and to prepare and file on behalf of Client litigation where necessary inclusive of eminent domain proceedings and petitions for entry on property. For purposes of this Scope of Services, the "litigation" shall include all necessary and related court proceedings inclusive of mediation and arbitration, and any and all associated pleadings and documents including, but not

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limited to, points and authorities and references to the record. Attorney may also provide such additional services as may be mutually agreed to in writing by the parties.

2. Section 4, entitled "Billings," shall be amended to read:

Attorney shall submit to Client for 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 one-tenth (.1) hour segments. Provided, however, that in Attorney's discretion, such statements need not be submitted until the total amount due exceeds five hundred (\$500.00) dollars. The statement rendered to Client shall contain a statement of all services provided under this Agreement since the last statement. Attorney shall submit separate invoices for each project described in Section 1, "Scope of Services."

3. Section 16, entitled "Contract Administrator," shall be amended to read:

For the purpose of administering this Agreement, Client's contract administrator shall be David A. Livingston, Sr. Deputy County Counsel, or successor. Notices provided pursuant to this Agreement shall be effective immediately upon receipt and shall be directed as follows:

For Client: David A. Livingston
Sr. Deputy County Counsel
Office of County Counsel
County of El Dorado
330 Fair Lane
Placerville, California 95667

For Attorney: Brenda Aguilar-Guerrero
Meyers, Nave, Riback, Silver & Wilson
555 12th Street, Suite 1500
Oakland, California 94607

4. Attachment 1 shall be revised to reflect Attorney's adjusted hourly rates, as shown on amended Attachment 1 hereto.

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In all other respects the Agreement shall remain unchanged and in full effect. This Amendment, which may be executed in counterparts, is deemed effective as of April 16, 2015, and authorizes the commencement of the above-described additional services as of that date.

Dated: 4/29/2015

Meyers, Nave, Riback, Silver & Wilson

Brandon Acker - Counsel

Dated: 6-9-15
Board date 5-19-15

County of El Dorado

Brian Veerkamp

Brian Veerkamp, Chairman
Board of Supervisors

Attest: *JAMES S. Mitrakis*

Clerk of the Board of Supervisors

Stephyn Taylor
Deputy Clerk

ATTACHMENT 1
(AMENDED)

MEYERS, NAVE, RIBACK, SILVER & WILSON
RATE SHEET

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|---------------------------|-------|
| Sr. Principal | \$375 |
| Principals/Sr. Of Counsel | \$350 |
| Of Counsel/Sr. Associates | \$300 |
| Associates | \$250 |
| Paralegal | \$160 |

Hourly rates set forth above are reviewed and amended annually in January of each year.