

AGREEMENT FOR SERVICES #526-S0811  
AMENDMENT I

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This Amendment I to that Agreement for Services #526-S0811 made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Law Offices of Hanna, Brophy, MacLean, McAleer & Jensen, a partnership, duly qualified to conduct business in the State of California, whose principal place of business is 3100 Zinfandel Drive, Rancho Cordova, CA, 95741-1450, (hereinafter referred to as "Contractor");

**WITNESSETH**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide defense representation of industrial disability retirement applications on an "as requested" basis for the Human Resources Department, Risk Management Division; and

**WHEREAS**, the parties hereto have mutually agreed to amend compensation for services, hereby amending **Article III – Compensation for Services**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #526-S0811 shall be amended a first time to add provisions as follows:

**ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor quarterly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered, including case number and name. For the purposes of this Agreement, the billing rate shall be \$185 per hour, calculated in one-tenth (0.10) hour segments. Contractor's mileage shall be paid in accordance with Exhibit "A", marked "Board of Supervisor's Policy D-1", incorporated herein and made part by reference hereof. Effective May 1, 2008, reasonable, customary, and necessary litigation costs and expenses including, but not necessarily limited to, medical exams, statutory fees, witness fees, reporter's per diem and stenographic transcriptions, court fees, and the expenses of the serving process, shall be advanced by Contractor and reimbursed by County. Other expenses, such as investigation costs, expert consultant fees, and witness fees may be incurred by Contractor on terms acceptable to the County, in which case the County shall reimburse Contractor for said expenses or pay such witnesses, consultants, or experts directly. Total amount of this Agreement shall not exceed \$40,000, inclusive of all expenses.

Except as herein amended, all other parts and sections of that Agreement #526-S0811 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Lisa Hoaas  
Sr. Risk Management Analyst  
Human Resources/Risk Management

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Ted Cwiek  
Director  
Human Resources

**IN WITNESS WHEREOF**, the parties hereto have executed this first Amendment to that Agreement for Services #526-S0811 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

**-- CONTRACTOR --**

Dated: \_\_\_\_\_

LAW OFFICES OF HANNA, BROPHY, MACLEAN, MCALEER & JENSEN, LLP,  
A CALIFORNIA LIMITED LIABILITY PARTNERSHIP

By: \_\_\_\_\_

Laurie Dunlap  
General Partner