

Duggan McHugh Law Corporation

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #8704

THIS FIRST AMENDMENT to that Agreement for Services #8704 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 Duggan McHugh Law Corporation, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 100 Howe Avenue, Suite 260, Sacramento, California 95825 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Consultant has been engaged by County to provide professional employment investigation legal services and other specialized personnel services on an as-needed basis for the Human Resources Department pursuant to Agreement for Services #8704, dated June 14, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of June 13, 2026 for three (3) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$124,198, and to update the billing rates for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update the provisions of the California Levine Act Statement, replacing **Exhibit B** with **Amended Exhibit B**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #8704 on the following terms and conditions:

I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on June 13, 2029.

II. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County’s acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing through June 30, 2026, the billing rates shall be in accordance with the following:

Billing Group	Rate
Partners	\$395 per hour
Senior Associate Attorneys	\$375 per hour
Associate Attorneys	\$350 per hour
Law Clerks	\$195 per hour
Paralegals	\$150 per hour

For the period beginning July 1, 2026, and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with the following:

Billing Group	Rate
Senior Partners	\$445 per hour
Junior Partners	\$420 per hour
Senior Counsel	\$395 per hour
Associates	\$375 per hour
Law Clerks	\$220 per hour
Paralegals	\$175 per hour

The rates listed in the table above shall be adjusted once annually by five dollars (\$5) per hour. Any rate increases shall not increase the total not-to-exceed amount of the Agreement.

Consultant shall invoice hourly rates in increments of one-tenth (1/10) hour and shall be rounded up to the next highest tenth of an hour.

County will reimburse for other outside services and other direct costs incurred in the course of services rendered including, at a minimum, process servers’ fees, fees fixed by law or assessed by courts or other agencies, court reporters’ fees, deposition costs, photocopying, electronic files (CD or flash drive), overnight delivery (if requested by County’s Contract Administrator or designee), transcription services (if requested by County’s Contract Administrator or designee), photography, messenger and other delivery fees, postage, investigations expenses, authorized herein, shall be invoiced at Consultant’s cost, without markup, for the services rendered.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel, lodging, per diem, and mileage expenses, if applicable, for Consultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup. Any individual travel expense exceeding one hundred dollars (\$100) and any work requiring overnight stay must be approved in advance by County's Contract Administrator or designee, if not already approved under each authorized work assignment. There shall be no markups allowed on mileage expenses for Consultant. Consultant is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and County's Contract Administrator or designee has determined that the reasons are valid. Any reimbursements for such expenses, if any, will only be made if such expenses are included in the fully executed work assignment issued pursuant to this Agreement.

The total amount of this Agreement, as amended, shall not exceed \$200,000, as amended, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices.

Invoices shall be mailed to County at the following address:

County of El Dorado
Human Resources Department
330 Fair Lane
Placerville, California 95667

Attn.: Joseph Carruesco
Director of Human Resources

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIV, Default, Termination, and Cancellation, herein.

III. Exhibit B, California Levine Act Statement, is replaced in its entirety with **Amended Exhibit B, Amended California Levine Act Statement**, attached hereto and incorporated herein by reference. All references to **Exhibit B**,

California Levine Act Statement, throughout the Agreement shall read **Amended Exhibit B**.

Except as herein amended, all other parts and sections of Agreement for Services #8704 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8704 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- DUGGAN McHUGH LAW CORPORATION --

By: _____ Dated: _____
Jennifer Erin Duggan
Chief Executive Officer
"Consultant"

By: _____ Dated: _____
Christina Bucci Hamilton
Corporate Secretary

Duggan McHugh Law Corporation

Amended Exhibit B

Amended California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual