

AGREEMENT FOR LEGAL SERVICES
SIDLEY AUSTIN LLP
AMENDMENT No. 1

This Amendment No. 1 to that Agreement for Legal Services 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 Sidley Austin LLP, a Delaware Limited Liability Partnership, duly qualified to conduct business in the State of California, whose principal place of business is 555 California Street, San Francisco, CA 94104; (hereinafter referred to as "Attorney");

WITNESSETH

WHEREAS, Attorney has been engaged by County to provide legal services, in accordance with an Agreement for Legal Services, dated February 4, 2008, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend Article III, Compensation for Services, of said Agreement:

NOW THEREFORE, the parties do hereby agree that Agreement for Legal Services shall be amended as follows:

Section 1. Article III of the Agreement for Legal Services is amended to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Attorney monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billings for all attorneys shall be at a blended rate of \$495 per hour. The billing rate for paralegal services shall be \$195 per hour. Attorney shall also be entitled to reimbursement for out of pocket costs such as service fees, messenger and photocopying at a rate of \$0.15 per page. The total amount of this agreement shall not exceed ~~\$90,000.00~~ \$150,000.00.

Attorney shall submit to County Counsel for review and approval an itemized statement of services rendered at periodic intervals of not less than one month 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-quarter (.25) hour segments. Simultaneously, Attorney shall submit a summary statement to County for payment processing. In Attorney's discretion, such statements need not be submitted until the total amount due exceeds Five Hundred Dollars (\$500.00).

Section 2. Except as herein amended, all other parts and sections of that Agreement for Legal Services shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Legal Services on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

COUNTY OF EL DORADO

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____

Deputy Clerk

-- ATTORNEY --

Dated: _____

Sidley Austin LLP
A Delaware Limited Liability Partnership

By: _____

Name
Title
"Attorney"

s:/County Counsel/Agreements/Sidley Austin Amend to Legal Services Agreement