

AGREEMENT FOR SERVICES #220-S1311  
AMENDMENT II

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This Amendment II to that Agreement for Services #220-S1311, 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 Liebert Cassidy Whitmore, a Professional Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6033 W. Century Boulevard, 5<sup>th</sup> Floor, Los Angeles, CA90045, and whose Agent for Service of Process is Richard C. Bolanos, 635 San Martin PL, Los Altos, CA 94024; (hereinafter referred to as "Attorney");

**RECITALS**

**WHEREAS**, Attorney has been engaged by County to provide employment relations consulting services, in accordance with Agreement for Services #220-S1311, dated November 13, 2012, and its Amendment I dated September 27, 2013, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to extend the term of the Agreement, hereby amending **Section 13 – Term**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **Section 2 – Fees, Costs, Expenses**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #220-S1311 shall be amended a second time as follows:

**Sections 2 and 13** shall be amended in their entirety to read as follows:

2. **Fees, Costs, Expenses:** In consideration of the labor negotiation services to be provided under this Agreement, effective October 1, 2013, the County agrees to pay Attorney retainer fees in the amount of Nine Thousand Eight Hundred Ninety Dollars (\$9,890.00) per month for eight bargaining tables negotiations for a period of twenty-four (24) months. This retainer fee includes up to eight hundred thirty-four (834) hours of Attorney time over the term of this Agreement. Attorney time in excess of eight hundred thirty-four (834) hours and time devoted to post-mediation impasse proceedings, such as factfinding or interest arbitration, will be billed at the regular hourly rates identified below. Upon request by County, Attorney will provide the number of hours worked and the number of hours remaining under the retainer hours cap.

For services provided through September 30, 2014, Attorney's regular hourly rates are from One Hundred Eighty to Three Hundred Dollars (\$180.00 - \$300.00) for Attorneys, and from One Hundred Five to One Hundred Forty Dollars (\$105.00 - \$140.00) for time of paraprofessional staff. The current hourly rate for Lead Negotiator is \$300.00. Additional Attorneys and paraprofessional staff may be used to support labor negotiations and will bill their time in minimum units of one-tenth of an hour. Attorney will provide the County with written notification of any adjustment in the range of rates. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

For services provided beginning October 1, 2014, rates shall be in accordance with Exhibit "A," marked "Fee Schedule," incorporated herein and made by reference a part hereof. Additional Attorneys and paraprofessional staff may be used to support labor negotiations and will bill their time in minimum units of one-tenth of an hour. Attorney will provide the County with written notification of any adjustment in the range of rates. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

County agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of County. Attorney bills photocopying charges at Fifteen Cents (\$.15) per page and facsimile charges at Twenty-Five Cents (\$.25) per page.

Payment by County against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of County's receipt and approval of invoice.

The total amount of this Agreement shall not exceed \$330,000.00.

**13. Term:** The term of this Agreement, as amended, shall be for the period of October 1, 2012 through September 30, 2015.

Except as herein amended, all other parts and sections of that Agreement #220-S1311 shall remain unchanged and in full force and effect.

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**IN WITNESS WHEREOF**, the parties hereto have executed this second Amendment to that Agreement for Services #220-S1311 on the dates indicated below.

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

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Terri Daly, Purchasing Agent  
Chief Administrative Office  
"County"

**-- ATTORNEY --**

LIEBERT CASSIDY WHITMORE  
A Professional Corporation

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
J. Scott Tiedemann  
Managing Partner  
"Attorney"

Exhibit "A"

LIEBERT CASSIDY WHITMORE  
FEE SCHEDULE  
(Effective October 1, 2014)

HOURLY RATES

Partners	\$325.00
Of Counsel	\$285.00
Associates	\$190.00 - \$265.00
Paraprofessionals & Litigation Support	\$75.00 - \$150.00