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AGREEMENT FOR SERVICES
PROFESSIONAL SERVICES AGREEMENT
AMENDMENT I

This Amendment I to that Agreement for Professional 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 Rutan & Tucker LLP, ("Counsel") duly qualified to conduct business in the State of California, whose principal place of business is 611 Anton Blvd., 14th Floor, Costa Mesa, CA 92626-1998:

WITNESSETH

WHEREAS, Counsel has been engaged by County to provide legal services to assist the County in connection with PG&E v. State Board of Equalization, et al., Case No. 05-CE-CG-00003-MWS, Fresno County Superior Court ("Case") in accordance with the Agreement incorporated herein and made by reference a part hereof; and

WHEREAS, the parties have mutually agreed to amend Section 2.4 Maximum Compensation of the Agreement.

NOW THEREFORE, the parties do hereby agree that the Agreement referenced above shall be amended as follows:

SECTION 2: COMPENSATION is amended to read as follows:

2.4 Maximum Compensation. The maximum compensation to be paid by County under this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000.00) unless County authorizes a greater amount through further amendment to this Agreement. Counsel may cease work upon delivery of notice to County upon reaching the maximum permissible compensation, whether or not further legal services are required in connection with the Case. The parties acknowledge that the foregoing maximum compensation amount, as the same may be adjusted by amendment, does not constitute either an estimate or a fixed fee for completion of the legal services. Counsel makes no commitment that the results desired by County can be achieved with the expenditure of the foregoing maximum or any adjusted amount.

Except as herein amended, all other sections and parts of the Agreement referenced above shall remain unchanged and in full force.

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This Amendment shall be effective as of February 1, 2007.

REQUESTING DEPARTMENT CONCURRENCE:

Dated: _____

By: _____
Louis B. Green, County Counsel
Office of County Counsel

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above set forth.

-COUNTY OF EL DORADO-

Dated: _____

By: _____
Chairman, Board of Supervisors

ATTEST: CINDY KECK
Clerk of the Board of Supervisors

By _____
Deputy Clerk

-CONSULTANT-

Dated: 9/10/07

RUTAN & TUCKER, LLP

By: William M. Martin