

AMENDMENT 3 TO AGREEMENT FOR LEGAL SERVICES
BETWEEN EL DORADO COUNTY
AND ABBOTT & KINDERMANN
#621-S1211

This Amendment 3 to 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 Abbott & Kindermann LLP, a California Limited Liability Partnership, whose address is 2100 Twenty-First Street, Sacramento, CA 95818; (hereinafter referred to as "Law Firm"), for the performance of specific legal services for County;

RECITALS

WHEREAS, County and Law Firm entered into an Agreement for Legal Services on June 26, 2012 and thereafter executed Amendment 1 to that Agreement for Legal Services and Amendment 2 to that Agreement for Legal Services (The Agreement for Legal Services and all amendments to date are collectively referred to as "Agreement"); and

WHEREAS, the parties hereto have mutually agreed to amend the Agreement for Legal Services a third time to amend **Section 2, Compensation, Section 8, Qualifications, and Section 16, Contract Administrator**;

NOW THEREFORE, the parties do hereby mutually agree that the Agreement shall be amended a third time as follows:

1. **SECTION 2, Compensation**, shall be amended to read as follows:

2. **Compensation.** In consideration of the services set forth in Section 1, Scope of Services, the County shall pay the Law Firm on an hourly rate in accordance with the billing rates set forth on Exhibit A, "Abbott & Kindermann, LLP Rate Schedule."

Law Firm shall keep proper records to enable County to verify the services rendered, and such records shall be made reasonably available to County or its agents for inspection and audit.

William Abbott will be the attorney primarily responsible for the services to be provided under this agreement. The Law Firm may utilize the services of other attorneys or staff as deemed appropriate and efficient; provided, that such other persons shall be under the supervision of Mr. Abbott.

2a. **General Plan Amendments.** The County and Law Firm acknowledge that there are a wide range of factors that will influence the total compensation for work performed pursuant to this Agreement. An initial appropriation of \$150,000 was made and an additional appropriation of \$25,000 has been made for legal services for the scope of services set forth in the first paragraph of Section 1, Scope of Services, of this Agreement (General Plan Amendments, etc.). These appropriations are not applicable to the scope of work that was added by Amendment 2 to this Agreement

(Specific Plans). Although total costs are expected to exceed this amount, Law Firm will not incur fees or costs in excess of this amount unless and until an additional appropriation has been made. Funds budgeted for the purposes of this Agreement are made available on a fiscal year basis, and budgeting is subject to change at any time.

2b. Specific Plans. Legal services related to the Specific Plans (See Amendment 2) are being funded by the project applicants; therefore, the cost is a pass through for the County. Each project applicant (Lime Rock Valley Specific Plan, SP12-0001 (G3 Enterprises, Inc.); Central El Dorado Hills Specific Plan, SP12-0002 (Serrano Associates, LLC); and, Village of Marble Valley Specific Plan, SP12-0003 (Marble Valley Company, LLC)) has deposited money with the County to be used directly by the County to compensate consultants engaged by the County for the preparation of environmental impact reports and for related planning and professional services (Funding Agreement No. 005D-F-12/13-BOS (Lime Rock Valley) and Amendments, Funding Agreement No. 004D-F-12/13-BOS (Central El Dorado Hills) and Amendments; Funding Agreement No. 006D-F-12/13-BOS (Marble Valley) and Amendments), as such, legal services related to the Specific Plans will be paid out of these funds and will not be charged against the \$175,000 appropriation (initial appropriation of \$150,000 plus the additional appropriation of \$25,000). The County and Law Firm acknowledge that there are a wide range of factors that will influence the total compensation for work performed pursuant to this Agreement and total costs may exceed this amount.

2. **SECTION 8, Qualifications**, shall be amended to read as follows:

8. Qualifications. Law Firm certifies that it accepts this retention because it has the time, energy, skills and ability necessary to perform the duties required in an efficient, trustworthy, professional and businesslike manner. It is understood that the services under this Agreement must be provided immediately, and that they are time critical. Law Firm is engaged by County for its unique qualifications and skills. Law Firm shall not subcontract, delegate or assign the services to be provided under this Agreement, in whole or in part, to any other person or entity not employed by Law Firm without the prior written consent of County Counsel.

3. **SECTION 16, Contract Administrator**, shall be amended to read as follows:

16. Contract Administrator. For the purpose of administering this Agreement, the County shall be represented by its County Counsel, Michael Ciccozzi, or successor. Notices provided pursuant to this Agreement shall be effective immediately upon receipt and shall be directed as follows:

For County:

Michael Ciccozzi
County Counsel
El Dorado County
330 Fair Lane
Placerville, California 95667

For Law Firm:

William Abbott
Abbott & Kindermann, LLP
2100 21st Street
Sacramento, California 95818

This Amendment 3 to Agreement for Services #621-S1211 shall become effective upon final execution by both parties hereto.

Except a specifically amended herein, all remaining sections and terms of Agreement for Services #621-S1211 shall remain in full force and effect.


Requesting Contract Administrator Concurrence:

By: 
Michael Ciccozzi, County Counsel

Dated: 10/13/16

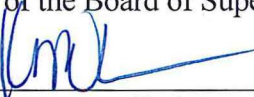
IN WITNESS WHEREOF, the parties hereto have executed this Amendment 3 to Agreement for Services # 621-S1211 on the dates indicated below.

--COUNTY OF EL DORADO--

By: 
Ron Mikulaco, Chair
Board of Supervisors
"County"

Dated: 10/11/16

ATTEST:
Jim Mitrisin
Clerk of the Board of Supervisors

By: 
Deputy Clerk

--LAW FIRM--

By: 
William Abbott, Partner
Abbott & Kindermann, LLP
"Law Firm"

Dated: 10/24/16

ABBOTT & KINDERMANN, LLP

RATE SCHEDULE

| | |
|--------------------|--------------------------------|
| PARTNERS | \$ 375.00 per hour |
| SENIOR COUNSEL | \$ 340.00 per hour |
| ASSOCIATE IV | \$ 285.00 per hour |
| ASSOCIATE III | \$ 225.00 per hour |
| ASSOCIATE II | \$ 200.00 per hour |
| ASSOCIATE I | \$ 160.00 per hour |
| PLANNER II | \$ 150.00 per hour |
| PLANNER I | \$ 110.00 per hour |
| PARALEGAL II | \$ 150.00 per hour |
| PARALEGAL I | \$ 100.00 per hour |
| CONTRACT PARALEGAL | Not to exceed \$55.00 per hour |
| LAW CLERK II | \$ 110.00 per hour |
| LAW CLERK I | \$ 60.00 per hour |
| STAFF RESEARCHER | \$ 65.00 per hour |

INDIRECT EXPENSES:

A charge of 4.25% of monthly fees is added to offset ordinary copying, secretarial, postage, including overnight deliveries, faxing, local and long distance telephone charges.

Court Calls and fax filing for court documents are not included.

COSTS:

Costs (including filing fees, court reporter fees, special deliveries, on-line computer research, etc.) will be billed as incurred.

SERVICES:

The following services will be billed as incurred at the following rates:

ACCOUNTING - \$50.00 per hour
OFFICE CLERK - \$15.00 per hour
MILEAGE - Current IRS rate

- * Distribution from a client trust account for payment of a bill and all other payments received shall be allocated to amounts owing in the following order: (1) accrued interest; (2) costs advanced; and (3) attorney's fees.
- ** This Rate Schedule is adjusted December 21st of each year. This schedule may also be adjusted at any time upon thirty (30) days prior notice to client.
- *** Telephone calls to or from a client, or other parties involved in matters pertaining to the client's legal affairs, are subject to a minimum charge of 0.2 hour times the applicable billing rate.

EXHIBIT A