

SAMPLE

This Amendment (Contract) is entered into between the Sacramento Metropolitan Air Quality Management District (SMAQMD), a public agency of the State of California, and Miller, Owen and Trost, A Professional Corporation for legal services (Contractor).

1.0 Recitals

- 1.1 The SMAQMD Board of Directors retains an in-house district counsel to help implement the Board's policies and directives and protect the interests of the SMAQMD Board and the SMAQMD.
- 1.2 SMAQMD is in need of an outside firm to assist District Counsel in litigation against Jerome Sprague, which is scheduled for trial on June 20, 2005.
- 1.3 On April 28, 2005, under Resolution No. 2005-029, the Board authorized District Counsel to execute a Contract with Miller, Owen and Trost for legal services to cover trial preparation, representation and post-trial proceedings.
- 1.4 In June 2005, a continuance was ordered in the trial involving Jerome Sprague.
- 1.5 The continuance has caused additional expenses to the District.
- 1.6 District Counsel is requesting additional funding to cover the costs associated with the continuance.

2.0 Terms and Conditions

The parties agree to the terms and conditions listed below:

- 2.1 **Exhibit B:** Exhibit B will be replaced by Exhibit B1 Amendment, Payment Schedule and Terms.
- 2.2 **Reaffirmation**
In all other respects, the above referenced contract, as amended, shall remain in full force and effect.
- 2.3 **Entire Agreement**
This Contract, as amended and any attachments hereto, constitutes the entire understanding between the SMAQMD and Contractor concerning the subject matter contained herein.

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2.4 **Authority to Bind:** The persons signing on behalf of the parties to this Contract warrant that they have the legal authority to execute the Contract.

Executed by:

Sacramento Metropolitan Air
Quality Management District

Miller, Owen and Trost

Kathrine Pittard
District Counsel

Kirk E. Trost
Attorney at Law

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Exhibit B1 Amendment
Payment Schedule and Terms

The following payments shall be made to Contractor by SMAQMD for the performance of the services described in Exhibit "A":

A. Hourly Rate

The following Attorney Billing Rates shall be paid to Contractor by SMAQMD, so long as this hourly rate complies with the requirements of Section 1 of the Retention Policy (Exhibit "C").

Nancy C. Miller	\$ 180.00
William L. Owen	\$ 200.00
Kirk E. Trost	\$ 180.00
Phillip L. Isenberg	\$ 200.00
Christiane E. Layton	\$ 165.00
Paul J. Chrisman	\$ 165.00
Marina R. Kolokotronis	\$ 135.00
David Eggerton	\$ 140.00
Madeline Miller	\$ 145.00
Associates	\$ 80.00 to \$155.00
Law Clerks	\$ 55.00 to \$ 70.00
Paralegals	\$ 65.00

B. Expenses

Expenses will be paid on a reimbursement basis, and pursuant to the requirements of Section 2 of the Retention Policy (Exhibit "C").