

Gordon-Creed, Kelley, Holl, Angel & Sugerman, LLP
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FIRST AMENDMENT TO ATTORNEY CLIENT FEE AGREEMENT

THIS AMENDMENT (this “Amendment”) is made as of **July 19, 2022**, by and between **GORDON-CREED, KELLEY, HOLL, ANGEL & SUGERMAN, LLP**, a law firm (“GKHAS”), and the County of Humboldt (“Client”).

Recitals

WHEREAS, Client and GKHAS have entered into the Agreement (as defined below);
and

WHEREAS, Client and GKHAS desire to modify the Agreement on the terms and conditions set forth herein to update the scope of work and amend the hourly rates for legal personnel; and

NOW, THEREFORE, GKHAS and Client agree as follows:

A. Definitions

The following definitions shall apply to this Amendment:

Agreement. The term “Agreement” shall mean the Agreement dated June 30, 2022 between GKHAS and Client.

Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

B. Modifications to the Agreement

1. The Agreement is hereby modified as follows:

Section 2 of the Agreement currently reads as follows:

Scope of Services: Client is hiring GKHAS to provide ongoing appellate representation of the Humboldt County Department of Health and Human Services in connection with juvenile dependency appellate litigation. GKHAS will provide those legal services reasonably required to represent and defend Client in the litigation. GKHAS will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Unless Client and GKHAS make a different Agreement in writing, this Agreement will govern all future services GKHAS may perform for Client.

Such section is hereby amended in its entirety to read as follows:

Scope of Services: Client is hiring GKHAS to provide:

- (a) Ongoing appellate representation of the Humboldt County Department of Health and Human Services in connection with juvenile dependency appellate litigation, including advice on juvenile dependency litigation and appeals;
- (b) Other legal representation of advice as needed and as specifically identified by Client or by County Counsel.

GKHAS will provide those legal services reasonably required to represent Client. GKHAS will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Unless Client and GKHAS make a different Agreement in writing, this Agreement will govern all future services GKHAS may perform for Client.

2. Section 4 of the Agreement currently reads as follows:

Legal Fees and Billing Practices: Client agrees to pay Client's legal fees and costs, which will be charged by the hour at GKHAS's prevailing rates for time spent on Client's matter by GKHAS's legal and other personnel. GKHAS bills for time in legal minimum units of tenths of hours. GKHAS's hourly rates for legal personnel (and other billing rates) on this matter are set forth below.

Partner Attorneys \$325.00 per hour
Associate Attorneys \$310.00 per hour
Paralegals/Law Clerks \$130.00 per hour

The rates are subject to increase on 30 days' notice. If Client declines to pay the increased rates, GKHAS will have the right to withdraw as attorney for Client.

The time charged will include the time GKHAS attorneys spends on telephone calls relating to Client's matter, including calls with Client, other advisors or opposing counsel. GKHAS personnel assigned to Client matters may confer among themselves about such matters, as required. When they do confer, each person will charge for the time spent, unless attendance by additional personnel is for training purposes, in which case Client will not be charged for the "trainee's" time. GKHAS will charge for waiting time and for travel time, both local and out-of-town. GKHAS will not charge for the preparation and submission of bills, or for responding to questions related to billing.

Such section is hereby amended in its entirety to read as follows:

Legal Fees and Billing Practices: Client agrees to pay Client's legal fees and costs, which will be charged by the hour at GKHAS's prevailing rates for time spent on Client's matter by GKHAS's legal and other personnel. GKHAS bills for time in legal minimum units of tenths of hours. GKHAS's hourly rates for legal personnel (and other billing rates) on this matter are set forth below.

Partner Attorneys/Senior Counsel with 15 years or more experience: \$325.00 per hour
Associate Attorneys \$310.00 per hour
Paralegals/Law Clerks \$130.00 per hour

The rates are subject to increase on 30 days' notice. If Client declines to pay the increased rates, GKHAS will have the right to withdraw as attorney for Client.

The time charged will include the time GKHAS attorneys spends on telephone calls relating to Client's matter, including calls with Client, other advisors or opposing counsel. GKHAS personnel assigned to Client matters may confer among themselves about such matters, as required. When they do confer, each person will charge for the time spent, unless attendance by additional personnel is for training purposes, in which case Client will not be charged for the "trainee's" time. GKHAS will charge for waiting time and for travel time, both local and out-of-town. GKHAS will not charge for the preparation and submission of bills, or for responding to questions related to billing.

C. Effective Date

Each of the modifications set forth in Section B shall be effective on and after the date of this Amendment.

D. Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE GKHAS FIRST PROVIDED SERVICES. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

Dated: July __ 2022

Dated: July __ 2022

COUNTY OF HUMBOLDT

GORDON-CREED, KELLEY,
HOLL, ANGEL & SUGERMAN,
LLP

BY: _____
Scott A. Miles,
Interim County Counsel

BY: _____
Jeremy Sugerman
Partner