

**AMENDED AND RESTATED
AGREEMENT TO PROVIDE LEGAL SERVICES
TO THE EL DORADO LOCAL AGENCY FORMATION COMMISSION**

This Amended and Restated Agreement to Provide Legal Services to the El Dorado Local Agency Formation Commission ("Agreement") is made as of the ____ day of February, 2012, by and between the El Dorado Local Agency Formation Commission ("LAFCO"), and Best Best & Krieger LLP ("BB&K"), a limited liability partnership engaged in the practice of law. LAFCO wishes to engage the services of BB&K as general counsel on the terms set forth below.

RECITALS

WHEREAS, LAFCO and BB&K entered into an Agreement for Legal Services, dated August 25, 2004 (the "Agreement for Legal Services"); and

WHEREAS, LAFCO and BB&K have subsequently amended the Agreement for Legal Services to change the rates charged by BB&K;

WHEREAS, LAFCO and BB&K now wish to amend and restate the Agreement for Legal Services, superseding the existing version and making this Agreement the operative agreement between LAFCO and BB&K.

1. TERM.

The term of this Agreement shall commence on March 1, 2012, and shall continue in full force and effect until terminated in accordance with Section 9 herein. This Agreement may be renewed or extended by mutual written agreement of the parties hereto.

2. SCOPE OF SERVICES.

BB&K shall serve as legal counsel to LAFCO and shall perform and provide legal services as may be required from time to time by LAFCO and its officers as set forth below by this Agreement ("Services").

Andrew J. Morris of BB&K shall be the individual designated as general counsel by LAFCO and shall be responsible for the performance of services under this Agreement and the supervision of services performed by other members of BB&K. No change in this assignment shall be made without the consent of LAFCO.

3. RATES FOR SERVICES.

3.1 Basic Legal Services

For the following basic legal services provided to LAFCO, BB&K will bill the blended hourly rate of Two Hundred Dollars (\$200) per hour for all attorneys, and One Hundred Thirty Dollars (\$130) per hour for paralegals and law clerks:

- Routine legal advice, telephone and personal consultations with members of LAFCO and LAFCO staff.
- Review and/or preparation of staff reports, ordinances, resolutions, agreements, contracts, forms, notices, certificates, deeds, leases, and other documents required by LAFCO.
- Attendance when requested at LAFCO regular and special meetings.
- Attend meetings with staff when necessary.

3.2 Special Legal Services. Special Legal Services will be provided in addition to, and billed separately from, the Basic Legal Services provided under Section 3.1. Special Legal Services, such as litigation and formal administrative hearing matters, labor relations and employment matters, non-routine real estate matters, fees and charges matters, non-routine contract negotiation matters (including non-BB&K model agreements), non-routine land use and development matters, environmental matters (e.g. CEQA, NEPA, endangered species), water law matters, tax and ERISA related matters, and other matters mutually agreed upon, will be provided at the following blended hourly rate of Two Hundred and Fifty Dollars (\$250) per hour for all attorneys, and One Hundred Fifty Dollars (\$150) per hour for paralegals and law clerks.

3.3 Reimbursable Services. Legal services provided to LAFCO for which LAFCO receives reimbursement (i.e., from a developer or other third party), shall be billed at BB&K's then current published standard private client rates, minus ten percent (10%).

4. REIMBURSEMENT OF COSTS.

BB&K shall receive reimbursement of costs advanced by BB&K on behalf of LAFCO, as well as other expenses, in addition to fees for services. Such reimbursable costs include, but are not limited to, automobile mileage at the current IRS rate per mile, actual expenses away from the office on LAFCO business, extraordinary photocopy charges at 17¢ per page, and any costs of producing or reproducing photographs, documents, and other items necessary for legal representation. BB&K shall not charge separately for secretarial, administrative or other “overhead” charges. Travel costs will be billed from the nearest BB&K office and back.

5. BILLING.

BB&K shall submit to LAFCO a monthly statement of account for all services and costs. LAFCO shall review BB&K's monthly statements and pay BB&K for all Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

6. INCREASES TO COMPENSATION.

BB&K or LAFCO may initiate consideration of a rate increase for legal services. In addition, on July 1, 2012 and each July 1st thereafter, all hourly rates or flat fee amounts shall be increased by the percentage change in the Consumer Price Index (All Urban Consumers, for the prior calendar year (e.g. 2011 on July 1, 2012)).

7. COOPERATION WITH COMMISSION AND STAFF.

BB&K shall work cooperatively with LAFCO commissioners and the Executive Officer and keep them informed on all matters of importance as they arise.

8. INSURANCE COVERAGE.

BB&K carries professional liability coverage with Lloyd's of London and certain London Companies (Policy No. LDUSA0600774) with a total limit of liability in excess of \$1,000,000 per claim. BB&K does not self-insure. The firm also carries general liability, business automobile liability and employer's liability insurance in the amount of \$1,000,000, as well as workers' compensation coverage as required by law.

9. TERMINATION OF AGREEMENT AND LEGAL SERVICES.

This Agreement may be terminated at any time upon thirty (30) days written notice from either Party, with or without cause. In the event of such termination, BB&K shall be paid for all services (and reimbursable expenses) authorized by LAFCO and performed up through and including the effective date of termination.

IN WITNESS WHEREOF, LAFCO and BB&K have executed this Agreement as of the date first written above.

EL DORADO LAFCO

BEST BEST & KRIEGER LLP

By: _____
José C. Henríquez, Executive Officer

By: _____
Andrew J. Morris, Partner

Attest:

By: _____