

**AMENDMENT TO
AGREEMENT NO. CO-21-11**

This Amendment to Agreement No. CO-21-11 is entered into this 10th day of March 2020, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and RAGGHIANI FREITAS LLP, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. CO-21-11 was entered into on March 18, 2020; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, for purposes of attorney-client relationships, each partner of Ragghianti Freitas LLP, is treated as a sole practitioner that separately engages and is responsible for billing individual clients, with the overarching partnership agreement applying only to shared overhead responsibilities; and

WHEREAS, Mr. Todd Smith executed Agreement No. CO-21-11, which additionally provides on Exhibit B that payments for all invoices should be remitted directly to Todd W. Smith, Attorney at Law; and

WHEREAS, Mr. Smith has ended his association with Ragghianti Freitas LLP, but both COUNTY and Mr. Smith desire to continue with his representation of COUNTY in regards to the litigation that is the subject of the Agreement; and

WHEREAS, since the Agreement was already executed by Mr. Smith previously, COUNTY and Mr. Smith desire to amend the Agreement to provide that CONTRACTOR shall be "Todd W. Smith, Attorney at Law"; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the total amount payable to CONTRACTOR set out in the original Agreement No. CO-21-11, from \$25,000 to \$125,000; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to amend Exhibit A as attached.

NOW, THEREFORE, we agree as follows:

1. The CONTRACTOR shall be changed from Ragghianti Freitas LLP to Todd W. Smith, Attorney at Law.
2. The address provided for notices in paragraph 10 of the Agreement shall be changed to the following:

Todd W. Smith, Attorney at Law
314 Mountain View Avenue
San Rafael, CA 94901
3. The total amount payable to CONTRACTOR set out in the original Agreement No. CO-21-11 will be increased from \$25,000 to \$125,000. This amount is intended to cover all costs of litigation in this matter, including any appeals.
4. Exhibit A attached to the Agreement is replaced with Exhibit A attached to this Amendment.

All other terms and conditions of Agreement No. CO-21-11 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

Chris M. Fair 12/10/20
DEPARTMENT HEAD DATE
Budgeted: ☒ Yes ☐ No
Budget Unit: GL 0713
Line Item: 863320
Grant: ☐ Yes ☒ No
Grant No.: _____

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS DEC 10 2020

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Sandy Daugherty
Deputy DEC 10 2020

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Sandy Daugherty
Deputy DEC 10 2020

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: Darcie Antle
Deputy CEO

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

CONTRACTOR/COMPANY NAME:

By: Todd W. Smith

NAME AND ADDRESS OF CONTRACTOR:

Todd Smith, Attorney at Law
314 Mountain View Avenue
San Rafael, CA 94901

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Christian M. Curtis
Deputy

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

Legal services related to litigation brought pursuant to the California Environmental Quality Act (CEQA) challenging COUNTY'S adoption of its Integrated Wildlife Damage Management (IWDM) Program and the final environmental impact report (EIR) in support thereof. These services include, but are not limited to, the following tasks:

- Review Verified Petition for Writ of Mandate and prepare responsive pleading(s)
- Prepare responses to and participate in hearings concerning legal motions (e.g., motion for preliminary injunction), as necessary
- Participate in mandatory CEQA settlement conference(s) and other settlement discussions, as necessary
- Assist in preparation of the administrative record
- Research and draft legal briefs
- CEQA Trial (Superior Court)
- Represent COUNTY at other related court appearances (e.g., CMCs)
- Client communications (including regular written and verbal communications with County Counsel and written and/or verbal updates to Board of Supervisors)
- General case management
- All research, drafting of legal briefs and related legal services required as part of all litigation related to the IWDM Program, including any appeals

Todd W. Smith, Attorney at Law, shall be the primary point of contact and service provider for all matters under this Service Agreement. In addition to Mr. Smith, other attorneys whose services may be utilized include Riley Hurd and Ashling McAnaney. Rates for attorneys are set forth in Exhibit B, Payment Terms.

[END OF DEFINITION OF SERVICES]