

**AMENDMENT 4 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ATHENE LAW LLP**

THIS AMENDMENT TO THE AGREEMENT, entered into this 30th day of June, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Athene Law LLP, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for legal services on July 1, 2018; and

WHEREAS, the Board of Supervisors adopted a resolution authorizing an amendment to the Agreement increasing the amount payable by \$50,000 to an amount not to exceed \$150,000 on September 17, 2019; and

WHEREAS, the parties further amended the Agreement to increase the amount payable by \$25,000, to an amount not to exceed \$175,000 on July 8, 2020; and

WHEREAS, the parties further amended the Agreement to increase the amount payable by \$75,000, to an amount not to exceed \$250,000 on September 15, 2020; and

WHEREAS, the parties wish to further amend the Agreement to increase the maximum amount to be expended under the agreement by an additional \$100,000, to

\$350,000, to extend the term of the Agreement and to increase the agreed upon hourly rates for attorney and staff time.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement is amended to read as follows: The term of this Agreement shall be effective as of July 1, 2018 and continue until June 30, 2023 or until such time as the Agreement is terminated pursuant to Section 14 below.

2. Section 4 subpart a of the Agreement is amended to read as follows:
 - a) The services to be performed by Contractor pursuant to this Agreement shall be performed by Felicia Sze, Esq. and other attorneys and paraprofessionals employed by Contractor to whom Ms. Sze delegates responsibilities. In the case of such delegation, Ms. Sze shall be responsible for all work performed.
 - Work performed under this Contract by Contractor will be paid according to the Rate Sheet attached hereto as Exhibit A. Contractor shall notify County of any additional attorneys and paraprofessionals who will become employed by Contractor and their rates. Aside from standard annual increases in associate rates Contractor shall notify County of any increase in rates 30 days prior to those rates going into effect. The County shall not be responsible for the cost of services provided by any individuals outside of the Rate Sheet unless such services and the rate of compensation are approved in advance and in writing by the County Counsel.

3. Section 4 subpart c of the Agreement is amended to read as follows:
 - c) Total compensation under this contract, including expenses paid pursuant to Section 5, shall not exceed three hundred fifty thousand dollars (\$350,000).

4. Exhibit A, Rate Sheet, shall be added to the Agreement

5. **All other terms and conditions of the Agreement shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures: .

For Contractor: **ATHENE LAW, LLP**



Contractor Signature

6/30/2021

Date
(please print)

Felicia Sze

Contractor Name



COUNTY OF SAN MATEO

By: _____ Resolution No.
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

EXHIBIT A TO AGREEMENT

Attorney Rates Sheet *

Attorney (Initials)	2021 Attorney Hourly Rates
Felicia Y Sze (FS)	\$575
Long X. Do (LD)	\$575
Eric D. Chan (EC)	\$575
Jenny J. Wang (JW)	\$575
Amanda S. Abbott (AA)	\$575
Mary K. Norvell (MN)	\$550
Kyle R. Brierly (KB)	\$400
Samuel M. Chang (SC)	\$325

*The rates listed above will be increased, effective January 1 of each year, to reflect an inflation adjustment equal to the annual increase of the consumer price index-urban for medical care, in addition to standard annual associate increases.