

AGREEMENT FOR SERVICES #498-S1511  
AMENDMENT I

---

---

This Amendment I to that Agreement for Services #498-S1511, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Meyers, Nave, Riback, Silver & Wilson, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 555 12<sup>th</sup> Street, Suite 1500, Oakland, CA 94607, (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, Consultant has been engaged by County to provide professional legal services on an "as requested" basis for the purpose of providing legal advice to the Civil Service Commission for the Human Resources Department, in accordance with Agreement for Services #637-S1411, dated June 24, 2014, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to retroactively amend the term of the Agreement to cover services previously rendered, hereby amending **ARTICLE II - Term**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE III – Compensation for Services**, **ARTICLE XII – Notice to Parties**, and **ARTICLE XXIII - Administrator**; and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXIX - Licenses**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #637-S1411 shall be amended a first time as follows:

**ARTICLES II, III, XII, and XXIII** are amended in their entirety to read as follows:

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of April 1, 2015 through April 30, 2016.

**ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing

rate shall be in accordance with the schedules described in Exhibit "A," to the original Agreement.

County shall pay for lodging when the Human Resources Director deems overnight stay necessary and County shall compensate Consultant for meals and mileage, when deemed appropriate by the Human Resources Director, in accordance with Exhibit "B," to the original Agreement. County shall compensate for time spent in travel at the hourly rate, with the understanding that travel time shall not exceed two (2) hours round trip. County shall reimburse Consultant for the reasonable cost of faxing, photocopying, and overnight or specialized mailing charges as deemed appropriate by the Director of Human Resources or designee.

The total amount of this Agreement shall not exceed \$100,000.00 for the term of the Agreement, inclusive of all expenses.

**ARTICLE XII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Human Resources Department  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Erin Hane, Manager

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Consultant shall be addressed as follows:

MEYERS, NAVE, RIBACK, SILVER & WILSON  
555 12<sup>th</sup> Street, Suite 1500  
Oakland, CA 94607  
ATTN: Arthur A. Hartinger

or to such other location as the Consultant directs.

**ARTICLE XXIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Erin Hane, Human Resources Manager, or successor.

New **ARTICLE XXIX** is added to read as follows:

**ARTICLE XXIX**

**Licenses:** Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

Except as herein amended, all other parts and sections of that Agreement #498-S1511 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Erin Hane  
Manager  
Human Resources

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Pamela Knorr  
Director  
Human Resources

//

//

//

//

**IN WITNESS WHEREOF**, the parties hereto have executed this first Amendment to that Agreement for Services #498-S1511 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Sue Hennike, Purchasing Agent  
Chief Administrative Office  
"County"

**-- CONSULTANT --**

MEYERS, NAVE, RIBACK, SILVER & WILSON  
A CALIFORNIA CORPORATION

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
David Skinner  
President  
"Consultant"

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Arthur A. Hartinger  
Corporate Secretary