

AGREEMENT FOR SERVICES #758-S0810  
AMENDMENT II

---

---

This Amendment II to the Agreement for Services #758-S0810, 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 "Contractor");

**WITNESSETH**

**WHEREAS**, Contractor has been engaged by County to provide 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 #758-S0810, dated April 22, 2008, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to extend the term of said Agreement for one (1) additional year, hereby amending **ARTICLE II – Term** and **ARTICLE III – Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE XII – Notice to Parties** and **ARTICLE XIX - Administrator**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #758-S0810 shall be amended a second time as follows:

**ARTICLE II**

**Term:** This Agreement, as amended, shall become effective when fully executed by both parties hereto and shall cover the period of April 22, 2008 through April 21, 2011

**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”, marked “Rate Sheet”, incorporated herein and made by reference a part hereof. 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", marked "Board of supervisors Policy D-1", incorporated herein and made by reference a part thereof. 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 \$40,000 for the three (3) year period, 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: ALLYN BULZOMI, DIRECTOR

with a carbon copy to

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667

or to such other location as the County directs.

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: STEVEN MEYERS

or to such other location as the Consultant directs.

Except as herein amended, all other parts and sections of that Agreement #758-S0810 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Donna Mullens  
Clerical Operations Manager  
Human Resources Department

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Allyn Bulzomi  
Director  
Human Resources Department

/

/

/

IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to the Agreement for Services #758-S0810 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_

Deputy Clerk

**-- CONTRACTOR --**

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_

Jayne W. Williams  
President  
"Consultant"

By: \_\_\_\_\_

Arthur A. Hartinger  
Corporate Secretary

Dated: \_\_\_\_\_