

**THIRD AMENDMENT TO AGREEMENT FOR LEGAL SERVICES BETWEEN EL DORADO COUNTY AND EBBIN, MOSER & SKAGGS LLP**

**THIS THIRD AMENDMENT** to Agreement is made and entered into by and between El Dorado County, a political subdivision of the State of California (hereinafter referred to as "County"), and Ebbin, Moser & Skaggs LLP, a limited liability partnership duly qualified to conduct business in the State of California, whose principal place of business is 550 Montgomery Street, Suite 900, San Francisco, California 94111 (hereinafter referred to as "Attorney");

**RECITALS**

**WHEREAS**, Attorney has been engaged by County to provide legal services in accordance with Agreement #524-S0811, dated October 22, 2007, (hereafter referred to as "Agreement") as amended by First Amendment to Agreement, dated July 29, 2008, and Second Amendment to Agreement, dated June 1, 2012, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto desire to amend Agreement to clarify compensation for travel, amending **Section 4, Compensation for Services**; and

**WHEREAS**, the parties hereto desire to amend Agreement to reflect County's insurance requirements, amending **Section 12, Insurance**; and

**WHEREAS**, the parties hereto desire to amend Agreement to change County's Contract Administrator, amending **Section 19, Contract Administrator and Notice**; and

**WHEREAS**, the parties hereto desire to amend Agreement to change County's Notices recipients, amending **Section 21, Notice to Parties**; and

**WHEREAS**, the parties hereto have mutually agreed to amend Agreement to add **Section 24, Taxes**; **Section 25, Change of Address**; **Section 26, Counterparts**; and **Section 27, No Third Party Beneficiaries**, to reflect updated County contracting provisions;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Attorney mutually agree to amend the terms of Agreement in this Third Amendment to Agreement, as follows:

Section 1. This Third Amendment to Agreement shall become effective October 1, 2013.

**Section 4, Compensation for Services, is deleted in its entirety and the following Section is added in its place to read as follows:**

**4. Compensation for Services.** For services provided herein, County agrees to pay Attorney the hourly rates set forth below. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoice(s) detailing services rendered.

The total amount of this Agreement, inclusive of all work of subconsultants, costs, and expenses, shall not exceed one hundred and twenty-five thousand dollars (\$125,000.00).

Attorney shall submit to County, for County Counsel's review and approval, a monthly confidential itemized statement of services rendered and costs incurred under this Agreement. Such statement shall describe the nature of the services rendered, and specify the time expended in rendering such services, calculated in not more than one-quarter (.25) hour segments. Provided, however, that in Attorney's discretion, such statements need not be submitted until the total amount due exceeds five hundred dollars (\$500.00).

Attorney shall keep time records for a minimum period of three (3) years and make them available for review and internal audit by the County, and its authorized auditors.

Attorney agrees that Marc Ebbin will be primarily responsible for providing or overseeing services provided under this Agreement.

The hourly rates to be paid under this Agreement are:

Marc Ebbin	\$420
David Moser	\$420
Sean Skaggs	\$420
Shawn Zovod	\$395

For the purposes of this Agreement, County shall pay for lodging when County's Contract Administrator deems overnight stay necessary and County shall compensate Attorney for meals in accordance with Exhibit B, marked "Board of Supervisors Policy D-1," incorporated herein and made by reference a part hereof. Reimbursement for lodging and meals shall not exceed the rates to be paid to County employees under Exhibit B, Board of Supervisors Policy D-1. Attorney shall be paid by County at the hourly rates listed above for time spent in travel, it being understood that travel time shall not exceed two (2) hours round-trip. There shall be no markups allowed on travel expenses for Attorney.

Except as provided above, no other expenses shall be reimbursable by County.

Attorney shall keep proper records to enable County to verify the services rendered, and such records shall be made reasonably available to County or its agents for inspection and audit.

**Section 12, Insurance, is deleted in its entirety and the following section is added in its place to read as follows:**

**12. Insurance.** Attorney shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Attorney maintains insurance that meets the following requirements:

A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Attorney as required by law in the State of California.

B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.

C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Attorney in performance of the Agreement.

D. In the event Attorney is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.

E. Attorney shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

G. Attorney agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Attorney shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Attorney fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Attorney agrees that no work or services shall be performed prior to the giving of such approval.

H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without prior written notice to County; and

2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but



only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

I. Attorney's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Attorney's insurance and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Attorney shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

M. Attorney's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

N. In the event Attorney cannot provide an occurrence policy, Attorney shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

**Section 19, Contract Administrator and Notice, is deleted in its entirety and the following section is added in its place to read as follows:**

**19. Contract Administrator and Notice.** For the purpose of administering this Agreement, County shall be represented by its County Counsel, Edward L. Knapp, or successor.

**Section 21, Notice to Parties, is deleted in its entirety and the following section is added in its place to read as follows:**

**21. 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 in duplicate and addressed as follows:

To County:

County of El Dorado  
Office of the County Counsel  
330 Fair Lane  
Placerville, California 95667

Attn.: Edward L. Knapp  
County Counsel

With copies to:

County of El Dorado  
Community Development Agency  
Development Services Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Roger Trout  
Development Services Division Director

County of El Dorado  
Community Development Agency  
Administration and Finance Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Sherrie Busby  
Administrative Services Officer  
Contract Services Unit

or to such other location as County directs.

Notices to Attorney shall be addressed as follows:

Ebbin, Moser & Skaggs LLP  
550 Montgomery Way, Suite 900  
San Francisco, California 94111

Attn.: Marc Ebbin

or to such other location as Attorney directs.

**The Agreement is further amended to add the following provisions:**

**24. Taxes.** Attorney certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Attorney to County. Attorney agrees that it shall not default on any obligations to County during the term of this Agreement.

**25. Change of Address.** In the event of a change in address for Attorney's principal place of business, Attorney's Agent for Service of Process, or Notices to Attorney,

Attorney shall notify County in writing as provided in Section 21, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**26. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**27. No Third Party Beneficiaries.** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

Except as herein amended, all other parts and sections of Agreement, First Amendment to Agreement, and Second Amendment to Agreement shall remain unchanged and in full force and effect.

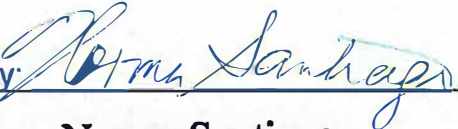
**Requesting Contract Administrator and Department Concurrence:**

By:   
\_\_\_\_\_  
Edward L. Knapp  
County Counsel

Dated: 1-17-14

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Dated: 3-18-14

**Norma Santiago**  
Board of Supervisors  
"County"

Attest:  
James S. Mitrusin  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 3-18-14

--EBBIN MOSER & SKAGGS, LLP--

By: 

Dated: 1/24/14  
1/24/14

Marc Ebbin  
"Attorney"





**Exhibit B  
Board of Supervisors Policy D-1**

**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>	<b>Policy Number</b>	<b>Page Number:</b>
<b>TRAVEL</b>	<b>D - 1</b>	<b>Page 1 of 13</b>
	<b>Date Adopted:</b>	<b>Revised Date:</b>
	<b>12/22/1987</b>	<b>10/20/2009</b>

**BACKGROUND:**

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
  - a. Maximum Rate Policy
  - b. Private Auto
  - c. Meals
  - d. Lodging
  - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures





**Exhibit B**  
**Board of Supervisors Policy D-1**  
**COUNTY OF EL DORADO, CALIFORNIA**  
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**POLICY:**

1. General Policy
  - a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
  - b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
  - c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
  - d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
  - e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



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- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

**2. Approvals Required**

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
  - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
  - (2) Car rental.



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- (3) Out-of-county overnight travel.
- (4) Members of boards or commissions, or non-county personnel.
- (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

- c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

**3. Travel Participants and Number**

- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
- b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
- c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.



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d. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.

- (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
- (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for the purpose of discussing important issues related to County business and policies.
- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

**4. Mode of Transport**

- a. Transportation shall be by the least expensive and/or most reasonable means available.





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- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.
- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.
  - (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head



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and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

**5. Reimbursement Rates**

a. a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County



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officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) When employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) When the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) When Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.





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Actual costs of meals may be reimbursed up to a total of 40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

**Maximum Allowable Meal Reimbursement**

Breakfast	8.00
Lunch	12.00
Dinner	20.00
Total for full day	40.00/day

d. Lodging

(1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).

(2) Lodging may be reimbursed up to 125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when





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the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.

- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.
- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. **Other Expenses**

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim.

Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the



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department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

**6. Advance Payments**

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

**7. Compliance - Claimant Responsibility**

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

**8. Procedures:**

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.



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- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.
- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the



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end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.

**h. Expense Claim Form**

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.