

AGREEMENT FOR SERVICES #498-S1511
AMENDMENT II

This Amendment II 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 12th 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 #498-S1511, dated June 24, 2014 and its Amendment I, dated September 24, 2015, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to clarify the scope of the Agreement, extend the term of the Agreement for two (2) additional years, and increase the total not to exceed amount by \$200,000.00 for a new not to exceed amount of \$300,000.00, hereby amending **ARTICLE I – Scope of Services**, **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

NOW THEREFORE, the parties do hereby agree that Agreement for Services #498-S1511 shall be amended a second time as follows:

ARTICLE I is hereby amended to read as follows:

Scope of Services: Consultant agrees to provide all reasonable, necessary professional legal services, on an "as requested" basis for the purpose of advising and assisting the county Civil Service Commission, including but not limited to, acting as counsel for the Commission during hearings of appeals of discipline actions, complaints of unlawful discrimination and other personnel matters pursuant to Board Resolutions or Memoranda of Understanding.

Consultant agrees to keep County fully informed in a timely manner of progress and developments in said matters and shall keep proper records to enable County to verify legal services to Commission proceedings. Such records and/or copies thereof shall be made available to County. Official findings of the Civil Service Commission shall be prepared by Consultant in report form and provided to County for retention.

ARTICLE II is hereby amended to read as follows:

Term: This Agreement, as amended, shall become effective upon final execution by both parties hereto and shall cover the period of April 1, 2015 through April 30, 2018.

ARTICLE II is hereby amended to read as follows:

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 revised 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," 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 \$300,000.00 for the term of the Agreement, inclusive of all expenses.

ARTICLE XII is hereby updated to read as follows:

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 12th Street, Suite 1500
Oakland, CA 94607
ATTN: Gina Roccanova

or to such other location as the Consultant directs.

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: _____
Erin Hane
Manager
Human Resources

Dated: _____

Requesting Department Head Concurrence:

By: _____
Pamela Knorr
Director
Human Resources

Dated: _____

//

//

//

//

//

//

//

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

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Purchasing Agent
Chief Administrative Office
"County"

-- CONSULTANT --

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

By: _____ Dated: _____
David Skinner
President
"Consultant"

By: _____ Dated: _____
Name: _____
Title: _____

Revised Exhibit "A"
Effective May 1, 2016

498-S1511 AMD II

Rate Sheet

Attorney Hourly Rates:	\$300 - \$405
Paralegal:	\$190

Training Rates – Prep, Travel, and Handouts

One-Half Day:	\$2450
Full Day:	\$3900