

AGREEMENT FOR SERVICES #412-S1510
AMENDMENT I

This Amendment I to that Agreement for Services #412-S1510, 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 Richard D. Jones, A Professional Law Corporation, doing business as Jones & Mayer, a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 3777 N. Harbor Blvd. Fullerton, CA 92835; (hereinafter referred to as "Attorney");

RECITALS

WHEREAS, Attorney has been engaged by County to provide advice, assistance, and representation to Sheriff John D'Agostini ("Sheriff") regarding an employment related issue, in accordance with Agreement for Services #412-S1510, dated February 24, 2015, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to revise the scope of the Agreement, hereby amending **ARTICLE I – Scope of Services**; and

WHEREAS, the parties hereto have mutually agreed to revise the termination language of the Agreement, hereby amending **ARTICLE III – Term**; and

WHEREAS, the parties hereto have mutually agreed to further define the rates for reimbursement and increase the not to exceed amount of the Agreement, hereby amending **ARTICLE IV – Compensation for Services**; and

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

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

NOW THEREFORE, the parties do hereby agree that Agreement for Services #412-S1510 shall be amended a first time as follows:

ARTICLES I, III, IV and XIV are amended in their entirety to read as follows:

ARTICLE I

Scope of Services: County retains Attorney to advise, assist, and represent County in employment proceedings and other items as mutually agreed upon by the parties.

ARTICLE III

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of February 24, 2015 through February 23, 2016. However, this Agreement shall be terminable by County at any time and for any reason, or without cause. Funds budgeted for the purposes of this Agreement are made available on a fiscal year basis, and budgeting is subject to change at any time. Should funding not be made available, this Agreement shall be automatically terminated in its entirety. Attorney may terminate this Agreement upon sufficient written notice to County, made in such a manner so that the County shall not be prejudiced, but in no event less than thirty (30) days' notice. Upon termination of this Agreement for any reason, Attorney shall immediately cease all work, except as may be reasonably required to avoid prejudice to the County which shall be immediately reported to the County, shall immediately transfer all files relating to the County's matter either to the County or any other lawyer hired by County, and within ten (10) days shall provide a final bill to County for all services rendered. The obligation of confidentiality between Attorney and the County shall continue and shall not terminate when this Agreement ends. Attorney shall take all steps necessary to ensure smooth transition to any other counsel which may be designated by County.

ARTICLE IV

Compensation for Services: For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "A," marked "Fee Schedule," incorporated herein and made by reference a part hereof. Travel expenses shall be reimbursed in accordance with Exhibit "B," marked "Board of Supervisors Policy D-1," incorporated herein and made by reference a part hereof.

County shall reimburse Attorney for the reasonable cost of long distance telephone calls, mailing, photocopying, legal research on electronic databases, and, upon prior approval, for extraordinary photocopying and extraordinary facsimile transmissions. Other reasonable, customary and necessary expenses, including but not limited to statutory fees, witness fees, reporter's per diem and transcription fees, jury fees, and expense of serving process, shall be advanced by Attorney and reimbursed by County. Expert consultants and witnesses may be retained by Attorney with County's prior approval.

Attorney shall submit to County for review and approval a confidential itemized statement of services rendered and costs incurred under this Agreement monthly. Such statement shall describe the nature of the services rendered, and specify the time expended in rendering such services, calculated in one-tenth (.10) hour segments or smaller. 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.

Total amount of this Agreement shall not exceed \$100,000.00.

ARTICLE XV

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 the Sheriff shall be addressed as follows:

COUNTY OF EL DORADO
Sheriff's Office
300 Fair Lane
Placerville, CA 95667
Attn: Sheriff John D'Agostini

or to such other location as the Sheriff 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 Attorney shall be addressed as follows:

Jones & Mayer
3777 N. Harbor Blvd.
Fullerton, CA92835
Attn: Martin J. Mayer

or to such other location as the Attorney directs.

ARTICLE XVI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Robyn Truitt Drivon, County Counsel, or successor for County Counsel and Randy Peshon, Undersheriff, or Successor for the Sheriff's Office.

ARTICLE XXI

Licenses: Attorney hereby represents and warrants that Attorney and any of its subConsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Attorney and its subConsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Attorney 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 #412-S1510 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence for County Counsel:

By: _____ Dated: _____
Robyn Truitt Drivon
County Counsel

Requesting Contract Administrator Concurrence for the Sheriff's Office:

By: _____ Dated: _____
Randy Peshon
Undersheriff
Sheriff's Office

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #412-S1510 on the dates indicated below.

-- COUNTY OF EL DORADO --

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

-- ATTORNEY --

By: _____ Dated: _____
Richard D. Jones
"Attorney"