

Meyers Nave, a Professional Corporation

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #412-S1311

THIS SECOND AMENDMENT to that Agreement for Services #412-S1311 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Client"), Meyers, Nave, Riback, Silver & Wilson, a law firm duly qualified to conduct business in the State of California, whose principal place of business is 555 12th Street, Suite 1500, Oakland, California 94607 (hereinafter referred to as "Assignor"); and Meyers Nave, a Professional Corporation, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1999 Harrison Street, Suite 900, Oakland, California 94612 (hereinafter referred to as "Assignee").

RECITALS

WHEREAS, Meyers, Nave, Riback, Silver & Wilson, has been engaged by Client to assist County Counsel and provide legal services for various public works projects such as the Silva Valley Parkway Interchange public works project, pursuant to Agreement for Services #412-S1311, dated November 20, 2012, and First Amendment to Agreement for Services #412-S1311, dated June 9, 2015 incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, Meyers, Nave, Riback, Silver & Wilson has changed its name to Meyers Nave, a Professional Corporation, and its entity changed from a public limited company to a corporation, effective February 9, 2021;

WHEREAS, Meyers, Nave, Riback, Silver & Wilson, now operating as Meyers Nave, a Professional Corporation has requested that Client accept the proposed assignment of the Agreement and consent to the assignment of all of Assignor's rights, obligations, and liabilities to Meyers Nave, a Professional Corporation;

WHEREAS, Meyers Nave, a Professional Corporation acknowledges and agrees that all existing indemnity and insurance obligations previously applicable to Assignor shall remain in full force and effect for the duration of Agreement for Services #412-S1311, and as thereafter required by the Agreement;

WHEREAS, Meyers Nave, a Professional Corporation shall assume all Assignor's rights, obligations, and liabilities under the Agreement, including outstanding rights, obligations, and liabilities with providing legal services for the Silva Valley Parkway Interchange public works project;

WHEREAS, Client will accept this Second Amendment to Agreement for Services #412-S1311 on condition that Meyers Nave, a Professional Corporation assumes and fulfills the terms and conditions of this Second Amendment, First Amendment, and the Agreement;

WHEREAS, the parties hereto desire to amend **Section 16, Contract Administrator**, to update notice recipients and addresses;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Client, Assignor, and Assignee mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement on the following terms and conditions:

- I. Assignor hereby assigns the Agreement to Assignee, and Assignee accepts this assignment. Assignee hereby assumes all rights, obligations, and liabilities for any and all services provided under this Agreement, including any services provided prior to the execution of this Second Amendment. Client hereby consents to this assignment and assumption of the Agreement from Assignor to Assignee.
- II. All references to Meyers, Nave, Riback, Silver & Wilson throughout the Agreement shall read Meyers Nave, a Professional Corporation.
- III. **Section 16**, of the Agreement is amended in its entirety to read as follows:

16. Contract Administrator. For the purpose of administering this Agreement, Client's contract administrator shall be David A. Livingston, County Counsel, or successor. Notices provided pursuant to this Agreement shall be effective immediately upon receipt and shall be directed as follows:

For Client:

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

Attn.: David A. Livingston
County Counsel

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as Client directs.

Notices to Attorney shall be addressed as follows:

Meyers Nave, a Professional Corporation
1999 Harrison Street, Suite 900
Oakland, California 94612

Attn.: Brenda Aguilar-Guerrero
Principal

or to such other location as the Attorney directs.

Except as herein amended, all other parts and sections of Agreement for Services #412-S1311, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services # 412-S1311 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____


Board of Supervisors
"Client"

Attest:
Kim Dawson
Clerk of the Board of Supervisors


By: _____
Deputy Clerk

Dated: _____

-- MEYERS, NAVE, RIBACK, SILVER & WILSON --


By: 
David Skinner
"Assignor"

Dated: 06/10/2021


By: 
Gregory J Newmark (Jun 11, 2021 12:09 PDT)
Gregory Newmark
Corporate Secretary

Dated: 06/11/2021

-- MEYERS NAVE, A PROFESSIONAL CORPORATION --

By: 
David Skinner
Managing Partner
"Assignee"

Dated: 06/10/2021

By: 
Gregory J Newmark (Jun 11, 2021 12:09 PDT)
Gregory Newmark
Corporate Secretary

Dated: 06/11/2021