

ORIGINAL

AGREEMENT FOR SERVICES #073-S0611 AMENDMENT II

This Amendment II to that Agreement for Services #073-S0611, 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");

WITNESSETH

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 #073-S0611, dated June 28, 2005, and Amendment I, dated April 25, 2006, 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 and increase the compensation by \$25,000, 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

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXIV – County Business License**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #073-S0611 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, 2005 through April 21, 2008.

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", Exhibit "B", Exhibit "D", and Exhibit "E", marked "Rate Sheet", incorporated herein and made by reference a part hereof. From April 22, 2005 through June 27, 2005 payments shall be made in accordance with Exhibit "A", from June 28, 2005 through April 21, 2006 payments shall be made in accordance with Exhibit "B", from April 22, 2006 through April 21, 2007 payments shall be made in accordance with Exhibit "D", from April 22, 2007 through April 21, 2008 payments shall be made in accordance with Exhibit "E". 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 "C", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof. 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, as amended, shall not exceed \$75,000.00 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: DONNA MULLENS, CLERICAL OPERATIONS MANAGER

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

MEYERS, NAVE, RIBACK, SILVER & WILSON
555 12TH STREET, SUITE 1500
OAKLAND, CA 94607
ATTN: STEVEN MEYERS

or to such other location as the Contractor directs.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Donna Mullens, Clerical Operations Manager, Human Resources Department, or successor.

ARTICLE XXIV

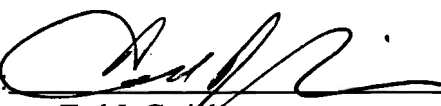
County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

Except as herein amended, all other parts and sections of this Agreement #073-S0611 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Dated: 4/09/07
Donna Mullens
Clerical Operations Manager
Human Resources Department

Requesting Department Head Concurrence:

By:  Dated: 4/10/07
Ted J. Cwiek
Director
Human Resources Department

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement #073-S0611 the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: _____

By: _____
Chair
Board of Supervisors
"County"


ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONSULTANT --

Dated: _____

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

By: 
Steven R. Meyers, Esq., President
JAYNE W. W. H. AND ASSOCIATES "Consultant"

By: 
Corporate Secretary

Dated: 7-05-07

**MEYERS NAVE
LABOR AND EMPLOYMENT GROUP**

**RATE STRUCTURE
2007**

NAME	Standard Public Hourly Rate
Art Hartinger, Chair & Principal	275
Kathy Mount, Principal	275
Libby Silver, Principal	275
Mike Rodriguez, Principal	275
Scott Kivel, Of Counsel	275
Eddie Kreisberg, Principal	260
Terry Roemer, Senior Counsel	260
Jennifer Nock, Of Counsel	260
Jesse Lad, Associate	220
Samantha W. Zutler	195
Associates: 1-2 years	195
Mara Rosales, Principal	360
Bessie Sims, Paralegal	140

COPY

~~ORIGINAL~~

Original
mailed 5/23/06

AGREEMENT FOR SERVICES #073-S0611
AMENDMENT I

This Amendment I to that Agreement for Services #073-S0611, 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");

WITNESSETH

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 #073-S0611, dated June 28, 2005, 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 an additional one (1) year period 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**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #073-S0611 shall be amended a first 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, 2005 through April 21, 2007.

COPY



AGREEMENT FOR SERVICES #073-S0611

THIS AGREEMENT made and entered 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");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Consultant 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; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provisions of these services provided by Consultant are in the public's best interest and that these services, are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant for professional services rendered at the rate of \$235.00/\$240.00/\$250.00 per hour respectively. Other professional, paralegal, or support services approved by the Director of Human Resources shall be compensated in accordance with the schedules described in Exhibit "A" and Exhibit "B", marked "Rate Sheet", incorporated herein and made by reference a part hereof. From April 22, 2005 through June 27, 2005 payments shall be made in accordance with Exhibit "A", from June 28, 2005 through April 21, 2006 payments shall be made in accordance with Exhibit "B", and from April 22, 2006 through April 21, 2007 payments shall be made in accordance with Exhibit "D". County shall pay for lodging when the Human Resources Director deems overnight stay necessary and County shall compensate Consultant for meals in accordance with Exhibit "C", marked "Board of Supervisors Amended Policy D-1", incorporated herein and made by reference a part hereof. 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, as amended, shall not exceed \$50,000.00 for the two (2) 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: STEVEN JANICE, DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

MEYERS, NAVE, RIBACK, SILVER & WILSON
555 12TH STREET, SUITE 1500
OAKLAND, CA 94607
ATTN: STEVEN MEYERS

or to such other location as the Contractor directs.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Steven Janice, Director, Human Resources, or successor.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #073-S0611 the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: 4/25/06

By: James R. Sweeney
JAMES R. SWEENEY Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: Anthony Taylor Dated: 4/25/06
Deputy Clerk

-- CONSULTANT --

Dated: _____

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

By: Steven R. Meyers
Steven R. Meyers, Esq., President
"Consultant"

By: Michael H. Hill Dated: 4-25-06
Corporate Secretary

EXHIBIT "D"

**MEYERS, NAVE, RIBACK, SILVER & WILSON
RATE SHEET**

Sr. Principal	250
Principal	225
Sr. of Counsel	250
Jr. of Counsel	225
Sr. Associate	200
Associate	175
Paralegal	125
Law Clerk	100
Other	50

ARTICLE I

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 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 shall provide mediation services upon request of the Director of Human Resources.

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

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of April 22, 2005 through April 21, 2006.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant for professional services rendered at the rate of \$235.00/\$240.00 per hour respectively. Other professional, paralegal, or support services approved by the Director of Human Resources shall be compensated in accordance with the schedules described in Exhibit "A" and Exhibit "B", marked "Rate Sheet", incorporated herein and made by reference a part hereof. From April 22, 2005 until final approval and execution of this Agreement, payments shall be made in accordance with Exhibit "A", upon final execution of this Agreement through April 21, 2006 payments shall be made in accordance with Exhibit "B". County shall pay for lodging when the Human Resources Director deems overnight stay necessary and County shall compensate Consultant for meals in accordance with Exhibit "C", marked "Board of Supervisors Amended Policy D-1", incorporated herein and made by reference a part hereof. 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 \$25,000.00.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Consultant to County: Consultant certifies that he accepts this retention because he has the time, energy, skills and ability necessary to perform the duties required in an efficient, trustworthy, professional and businesslike manner. It is understood that the services under this Agreement must be provided immediately, and that they are time-critical.

Consultant acknowledges that he is fully aware of California Rules of Professional Conduct, Rule 3-310. Consultant has and will continue to adhere to this rule. Consultant is unaware of any pending matters being handled by Consultant in which County is an adverse party.

ARTICLE VI

Licensure and Laws: Consultant and every employee thereof shall provide their services, advice and any reports in full compliance with all applicable law and professional standards. Consultant represents that he is specially trained, experienced, expert, and competent to perform the services required under his Agreement, and that each individual providing legal services is a member in good standing of the State Bar and is licensed to practice in California. Further, Consultant certifies that he will not accept representation in any matters, including litigation, under this Agreement if he or any employee thereof has any personal or financial interest therein.

ARTICLE VII

Confidentiality: Consultant agrees that it will comply with all ethical duties, will maintain the integrity of the attorney-client relationship, and will take all steps available to preserve all applicable legal privileges, confidences, and records from disclosure. All documents and information obtained by or generated by Consultant pursuant to this Agreement, all opinions and conclusions of Consultant, any reports, information, data, statistics, forms, procedures, systems, studies and all communications with County, are confidential. Consultant agrees to take all steps reasonably necessary to maintain this confidentiality. Consultant is responsible for ensuring that it and all of its employees faithfully adhere to the confidentiality requirements of law and this Agreement.

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates and subConsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Default, Termination and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice.

Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time.

No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

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: MARK C. GREGERSEN, DIRECTOR

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

MEYERS, NAVE, RIBACK, SILVER & WILSON
555 12th STREET, SUITE 1500
OAKLAND, CA 94607
ATTN: STEVEN MEYERS

or to such other location as the Consultant directs.

ARTICLE XIII

Indemnity: The Consultant shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subConsultant(s) and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIV

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above 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, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage

as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant 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.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant 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 the 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. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVI

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XVII

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certify that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVIII

Taxpayer Identification Number (Form W-9): All independent Consultants or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Mark C. Gregersen, Director, Human Resources Department, or successor.

ARTICLE XX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

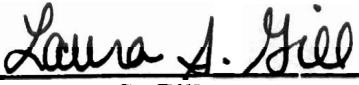
ARTICLE XXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Contract Administrator Concurrence:

By:  Dated: 6-29-05
Mark C. Gregersen, Director
Human Resources Department

Requesting Department Head Concurrence:

By:  Dated: 6/29/05
Laura S. Gill
Chief Administrative Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 6/28/05

By: Charlie Paine
Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: [Signature] Dated: 6/28/05
Deputy Clerk

-- CONSULTANT --

Dated: _____
MEYERS, NAVE, RIBACK, SILVER & WILSON,
A CALIFORNIA CORPORATION

By: [Signature]
Steven R. Meyers, Esq., President
"Consultant"

By: [Signature] Dated: 7-28-05
Corporate Secretary

EXHIBIT "A"

**MEYERS, NAVE, RIBACK, SILVER & WILSON
RATE SHEET**

Sr. Principal	235
Principal	210
Sr. of Counsel	235
Jr. of Counsel	210
Sr. Associate	185
Associate	160
Paralegal	105
Law Clerk	90
Other	55

Rate 880

EXHIBIT "B"

**MEYERS, NAVE, RIBACK, SILVER & WILSON
RATE SHEET**

Sr. Principal	240
Principal	215
Sr. of Counsel	240
Jr. of Counsel	215
Sr. Associate	190
Associate	165
Paralegal	110
Law Clerk	N/C
Other	N/C

EXHIBIT C



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 1 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 2 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

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.
 - (3) Out-of-county overnight travel.
 - (4) Members of boards or commissions, or non-county personnel.



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(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.

d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:



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- (1) A member of the Board of Supervisors requires NO specific authorization.
- (2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:
 - (a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.
- e. 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



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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.
- 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



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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 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. 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



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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 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:



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- (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.

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



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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 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



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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 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



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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.
- 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



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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 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



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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.