

# ORIGINAL

## Law Offices of Thomas M. Bruen

### AMENDMENT II TO AGREEMENT FOR SERVICES 008E-A-10/11-BOS

**THIS AMENDMENT II** to that Agreement for Services 008E-A-10/11-BOS 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"), acting by and through County Service Area No. 10, a lawfully established county service area as defined by Government Code Section 25210 et seq., and The Law Offices of Thomas M. Bruen, a California professional corporation duly qualified to conduct business in the State of California, whose principal place of business is 1990 North California Boulevard, Suite 620, Walnut Creek, California 94596, (hereinafter referred to as the "Firm" or "Consultant");

### RECITALS

**WHEREAS**, Consultant has been engaged by County to provide legal services for the Community Development Agency pursuant to Agreement for Services 008E-A-10/11-BOS, dated April 19, 2011, and Amendment I, dated April 9, 2013, all incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to add an expiration date, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$275,000, from \$300,000 to \$575,000, amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update Consultant's address, amending **ARTICLE X, Notice to Parties**

**WHEREAS**, the parties hereto desire to amend the Agreement to update the insurance provisions in the Agreement, amending **ARTICLE XII, Insurance**;

**WHEREAS**, the parties hereto desire to amend the Agreement to add **ARTICLE XXIV, Taxes**; **ARTICLE XXV, Change of Address**; **ARTICLE XXVI, No Third Party Beneficiaries**; and **ARTICLE XVII, Counterparts**, to reflect updated County contracting provisions;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement, as amended, in this Second Amendment to Agreement for Services 008E-A-10/11-BOS, as follows:

**ARTICLE II, Term, is amended in its entirety to read as follows:**

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire on September 30, 2016.

**ARTICLE III, Compensation for Services, paragraph B. is amended in its entirety to read as follows:**

B. Total amount of this Agreement shall not exceed Five Hundred Seventy-Five Thousand Dollars and 00/100 (**\$575,000.00**).

**ARTICLE X, Notice to Parties, is amended in its entirety to read as follows:**

**ARTICLE X**

**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:

With a copy to:

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

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

Attn.: Gerri Silva, M.S., REHS  
Environmental Management  
Division Director

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

The Law Offices of Thomas M. Bruen  
1990 North California Boulevard, Suite 620  
Walnut Creek, California 94596

Attn.: Thomas Bruen  
President

or to such other location as Consultant directs.

**ARTICLE XII, Insurance, paragraphs B., G., and H. are amended in its entirety to read as follows:**



- 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.
- G. Consultant 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, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event 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. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant 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.

**The Agreement is further amended to add the following new Articles:**

**ARTICLE XXIV**

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

**ARTICLE XXV**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE X, 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.

**ARTICLE XXVI**

**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.

**ARTICLE XXVII**

**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.

Except as herein amended, all other parts and sections of Agreement for Services 008E-A-10/11-BOS, as amended, shall remain unchanged and in full force and effect.

**Requesting Contract Administrator and Division Concurrence:**

By: Gerri Silva  
Gerri Silva, M.S., REHS  
Environmental Management  
Division Director  
Community Development Agency

Dated: August 19, 2014

**Requesting Department Concurrence:**

By: Steven M. Pedretti  
Steven M. Pedretti, Director  
Community Development Agency

Dated: 8/20/14

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services 008E-A-10/11-BOS on the dates indicated below.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

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

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

-- CONSULTANT --

Law Offices of Thomas M. Bruen,  
(A California Professional Corporation)

By: Thomas M. Bruen  
Thomas M. Bruen  
President  
State Bar Number: 63324  
"Firm"

Dated: 8-19-14

By: Thomas M. Bruen  
Corporate Secretary  
Law Offices of Thomas M. Bruen

Dated: 8-19-14