

ORIGINAL

AGREEMENT FOR SERVICES #538-S1710, FENIX #977 AMENDMENT II

This Amendment II to that Agreement for Services #538-S17101 (also referred to as FENIX #977), is made and entered into by and between the El Dorado County In-Home Supportive Services Public Authority, a local agency established by El Dorado County Ordinance Code Chapter 8.78 (hereinafter referred to as “Authority”) and Industrial Employers and Distributors Association, Inc., a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2200 Powell Street, Suite 1000, Emeryville, CA 94608, and whose Agent for Service of Process is Bruce Marshall, 2200 Powell Street, Suite 1000, Emeryville, CA 94608 (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the County of El Dorado (County) Board of Supervisors sits as the Governing Board of the El Dorado County In-Home Supportive Services (IHSS) Public Authority; and

WHEREAS, Assembly Bill (AB) 1682 (1999) required that each county create an employer of record for IHSS providers for the sole purpose of setting salaries and benefits; and

WHEREAS, the Authority has been designated as the employer of record for IHSS workers in El Dorado County, and the Authority performs this function through the El Dorado County IHSS Public Authority; and

WHEREAS, the Authority does not “employ” the IHSS workers in the traditional sense, in that each IHSS client hires the IHSS worker for their care and is solely responsible for setting their schedule, working conditions, and determining the duration of their employment; and

WHEREAS, Contractor has been engaged by Authority to provide consultation and advice on employer-employee relations between the Authority and the employee organization (currently United Domestic Workers of America [Union]) on an “as requested” basis for clients referred by the County of El Dorado Health and Human Services Agency, in accordance with Agreement for Services #538-S1710 (also referred to as FENIX #977), dated June 20, 2017, and Amendment I to that Agreement, dated June 12, 2018, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend Article II – Term, Article IV – Maximum Obligation, and Article XXVI – Administrator of said Agreement.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #538-S1710 (also referred to as FENIX #977) shall be amended a second time as follows:

Article II, Article IV, and Article XXVI are each amended in their respective entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective on June 20, 2019 and shall expire June 30, 2020 unless terminated earlier pursuant to the provisions contained herein this Agreement under Article X titled "Fiscal Considerations" or under Article XII titled "Default, Termination, and Cancellation."

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$72,000 for all of the stated services during the term of the Agreement.

ARTICLE XXVI

Administrator: The Authority Officer or employee with responsibility for administering this Agreement is Lori Walker, Assistant Director, Administration and Finance, Health and Human Services Agency, or successor.

Requesting Contract Administrator and Department Head Concurrence:

By: 
Lori Walker, Assistant Director,
Administration and Finance
Health and Human Services Agency

Dated: 2/7/19

By: 
Don Semon
Director
Health and Human Services Agency

Dated: 2-12-19

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #538-S1710 (also known as FENIX #977) on the dates indicated below.

-- AUTHORITY --

Dated: 4/2/19
By: [Signature]
Chair
Governing Board
"Authority"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors
Ex Officio Clerk of the Authority Governing Board

By: [Signature] Dated: 4/2/19
Deputy Clerk

-- CONTRACTOR --

Industrial Employers and Distributors Association
a California Corporation

By: [Signature] Dated: 1-31-19
Bruce Heid
President
"Contractor"

By: [Signature] Dated: 2-4-19
Corporate Secretary