

AGREEMENT FOR SERVICES #125-S1210
AMENDMENT V

This Amendment V to that Agreement for Services #125-S1210, 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 Wilbur H. Dixon individually and doing business as Madeira Group International, an individual duly qualified to conduct business in the State of California, whose principal place of business is 1140 Kennedy Lane, Walnut Grove, CA 95690, and whose mailing address is: P.O. Box 980, Walnut Grove, CA 95690; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide detailed professional pre-employment background investigations for candidates for employment with the Sheriff's Office, in accordance with Agreement for Services #125-S1210, dated August 4, 2011, and Amendment I, dated November 3, 2011, Amendment II dated April 10, 2012, Amendment III dated August 7, 2012, and Amendment IV dated October 16, 2012, all incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to modify the fee structure of said Agreement to add a new rush fee for the additional service of Contractor expediting the process of background investigation packages, hereby amending **ARTICLE III – Compensation for Services**.

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

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXVI – Change of Address**, **ARTICLE XXVII – Audit by California State Auditor**, and **ARTICLE XXVIII – Taxes**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #125-S1210 shall be amended a fifth time as follows:

ARTICLES III, XII, and XXI are amended in their entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor 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 “Fifth Revision – Exhibit B – Compensation and Method of Payment”, incorporated herein and made by reference a part hereof.

Invoices for Services provided to the Sheriff’s Office are to reference Agreement #125-S1210 and shall be sent to:

El Dorado County Sheriff’s Office
Attention: Accounting Department
300 Fair Lane
Placerville, CA 95667

Invoices for Services provided to the Probation Department are to reference Agreement #125-S1210 and shall be sent to:

El Dorado County Probation Department
Attention: Accounting Department
3974 Durock Road, Suite 205
Shingle Springs, CA 95682

The total amount of this Agreement, as amended, shall not exceed \$270,000.

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
SHERIFF’S OFFICE
300 FAIR LANE
PLACERVILLE, CA 95667
ATTENTION: ROBERT ASHWORTH, CAPTAIN

or to such other location as the County directs.

With a carbon copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATIN: TERRI DALY, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

WILBUR H. DIXON
MADEIRA GROUP INTERNATIONAL
P.O.BOX980
WALNUT GROVE, CA 95690

or to such other location as the Contractor directs.

ARTICLE XXI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Robert Ashworth, Captain, Sheriff's Office, or successor.

New **ARTICLES XXVI, XXVII, and XXVIII** are added to read as follows:

ARTICLE XXVI

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County 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 XXVII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final

payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XXVIII

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

Except as herein amended, all other parts and sections of that Agreement #125-S1210 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Robert Ashworth, Captain
Sherriff’s Office

Requesting Department Head Concurrence:

By: _____ Dated: _____
Rich Williams, Undersheriff

//
//
//
//
//
//
//
//

IN WITNESS WHEREOF, the parties hereto have executed this fifth Amendment to that Agreement for Services #125-S1210 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

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

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

By: _____
Wilbur H. Dixon, Individually and
dba Madeira Group International
"Contractor"

Dated: _____

Fifth Revision – Exhibit B
Compensation and Method of Payment

Background Investigation Flat Rates – Effective 9/1/13

Level II (Standard by Telephone) - \$795.00

Pre-employment background investigation for sworn and non-sworn positions **with the applicant interview process conducted over the telephone.**

RUSH Fee - \$795.00

Expedited two-week turnaround on all background investigation packages. This fee is in addition to the selected level of service listed above.

Level II (Standard) - \$795.00

Pre-employment background investigation for sworn and non-sworn positions **with the applicant interview process conducted in person at the applicant’s residence or place of current employment.**

RUSH Fee - \$795.00

Expedited two-week turnaround on all background investigation packages. This fee is in addition to the selected level of service listed above.

Level III (Lateral) - \$895.00

Pre-employment background investigation for applicants requiring “in person” contact with a current public safety agency for review of Personnel and Internal Affairs files, etc., **with the applicant interview process conducted in person at the applicant’s residence or place of current employment.** *(Includes Level II investigations that have been upgraded to a Level III investigation by the County or Contractor as a result of information developed during the investigation that warrants additional follow-up on “red flag” items).*

RUSH Fee - \$895.00

Expedited two-week turnaround on all background investigation packages. This fee is in addition to the selected level of service listed above.

Level IV - \$995.00 + Expenses

Standard or Lateral pre-employment background investigation requiring the applicant interview process to be conducted more than 250 miles from the County Sheriff’s Office in Placerville.

RUSH Fee - \$995.00

Expedited two-week turnaround on all background investigation packages. This fee is in addition to the selected level of service listed above.

Fifth Revision – Exhibit B
Compensation and Method of Payment

Background Investigation Flat Rates – Effective 9/1/13

***Note:** Out-of-town or out-of-state interviews may be conducted by email and telephone at the Level II or Level III rates at the discretion of the County.*

Additional Expenses

Contractor may incur additional expenses as a result of background investigation which may include record check request fees, airline fare, airport parking fees, vehicle rental, and/or personal vehicle mileage (at 48 cents/mile), motel lodging, and a per diem or \$48 per day or portion thereof. No expenses shall exceed the limits set forth in the El Dorado County Travel Policy, attached to the original Agreement as Exhibit “C”.

***The level of background check is always determined by the County and only as allowed by law.** All expenses must be approved by the County prior to being incurred by the Contractor. Level IV investigations require the prior request and approval of the County.*