

ORIGINAL

AGREEMENT FOR SERVICES #535 (275-S1411) AMENDMENT II

This Amendment II to that Agreement for Services #535 (275-S1411), 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 Jim Jonas, Inc., doing business as Jonas Heating and Cooling, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 5785 Pleasant Valley Road #201, El Dorado, CA 95623, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide heating and air conditioning system design, installation, and repair services, in accordance with Agreement for Services #535 (275-S1411), dated January 30, 2014, and Amendment I, dated June 7, 2016, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto have mutually agreed to amend and replaced in their entirety **Article II – Term** and **Article III – Compensation for Services**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #535 (275-S1411) shall be amended a second time as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by all parties hereto and cover the term of January 30, 2014 through July 31, 2021, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled “Default, Termination, and Cancellation” or “Fiscal Considerations.”

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoice(s) detailing services rendered.

For the purposes hereof, Contractor shall bill County as follows:
Service call: \$99.95/call for diagnosis.
Repair or replacement bids must include all parts and labor costs.

At the time of diagnosis and dependent upon instruction from County, if cost of repair or replacement of parts is less than or equal to \$300.00, inclusive of labor, Contractor may perform necessary repairs or replacements and invoice County upon completion of work. HHSA Program Supervisor or HHSA Program Manager must approve said invoice prior to submission for reimbursement by County.

If said repair or replacement of parts and labor exceeds \$300.00, Contractor shall first obtain written approval from HHSA Program Supervisor or HHSA Program Manager before commencing with work.

It is a requirement of this Agreement that Contractor shall submit an original invoice, which shall act as a declaration that its contents have been reviewed and approved by Contractor. Each invoice shall contain the following data:

- Contractor name, address, and telephone number.
- Service Dates.
- Type of service(s) provided.
- Rate for each service (i.e. diagnosis, repair, or replacement) and labor.
- Total amount billed to the County of El Dorado under the subject invoice and authorization.

The County shall not pay for unauthorized services, incomplete, or unsatisfactory services.

Contractor is strongly advised to submit monthly invoices to HHSA no later than thirty (30) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with the "Scope of Services." Failure to submit invoices by the 30th of the month following the end of a service month or failure for Contractor to ensure that original invoices are submitted may result in payment(s) being withheld until HHSA fiscal staff receives the appropriate documents. Receipt by HHSA of invoices submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.

Invoices shall be sent as follows:

<i>Please send invoices to:</i>
County of El Dorado Health and Human Services Agency ATTN: Weatherization Program 937 Spring Street Placerville, CA 95667

The total amount of this Agreement shall not exceed \$725,000.00.

Except as herein amended, all other parts and sections of that Agreement #535 (275-S1411) shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Kristine O Guth Dated: 7/17/18
Kristine Oase-Guth
Program Manager
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Patricia Charles-Heathers Dated: 7/27/18
Patricia Charles-Heathers, Ph.D., Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #535 (275-S1411) on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 8-28-18

By: 

Chair
Board of Supervisors
"County"

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

By: 

Deputy Clerk

Dated: 8-28-18

-- CONTRACTOR --

JIM JONAS, INC.
A CALIFORNIA CORPORATION

By: 

Robbin Jonas-Kronk
Vice President
"Contractor"

Dated: 7/19/18

By:  U.P.

Corporate Secretary

Dated: 7/19/18