

# ORIGINAL

## AGREEMENT FOR SERVICES #381-S1310 AMENDMENT II

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This Amendment II to that Agreement for Services #381-S1310, 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 ADA Compliance Consultants, Inc., a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 1002 River Rock Drive, Suite 121, Folsom, California 95630 (hereinafter referred to as "Consultant").

### RECITALS

**WHEREAS**, Consultant has been engaged by County to provide on-call Americans with Disabilities Act compliance consulting services for various County locations, in accordance with Agreement for Services 381-S1310 dated December 27, 2012 and Amendment I dated May 6, 2014, both incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to extend term of said Agreement, hereby amending **ARTICLE II – Term**; and

**WHEREAS**, the parties hereto have mutually agreed to increase the total amount compensation of said Agreement by \$88,000.00 for a new not-to-exceed amount of \$148,000.00, hereby amending **ARTICLE III – Compensation for Services**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #381-S1310 shall be amended a second time as follows:

**ARTICLE II is hereby replaced in its entirety:**

**Term:** The term of this agreement, as amended, shall be for the period of December 27, 2012 through December 31, 2016.

**ARTICLE III is hereby replaced in its entirety:**

**Compensation for Services:** For services provided herein, including any deliverables or reports that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rate shall in accordance with customary rates for the industry and shall be quoted in writing on a per job basis, and shall be approved by the Contract Administrator prior to the commencement of the work through the issuance of written Work Order.

The total amount of this Agreement shall not exceed \$148,000.00, inclusive of all Work Orders, costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado  
Chief Administrative Office  
Facilities Division  
3000 Fairlane Court, Suite One  
Placerville, California 95667  
  
Attn: Russell Fackrell, Facilities Manager

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XVII, Default, Termination, and Cancellation.

Except as herein amended, all other parts and sections of that Agreement #381-S1310 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Russell Fackrell  
Facilities Manager  
Chief Administrative Office

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

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #381-S1310 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Purchasing Agent  
Chief Administrative Office  
"County"

-- CONSULTANT --

ADA COMPLIANCE CONSULTANTS, INC.  
A California Corporation

By: Chris Taylor CEO Dated: 3-11-15  
Chris Taylor  
CEO  
"Contractor"

By: [Signature] Dated: 3/11/15  
Corporate Secretary