

AGREEMENT FOR SERVICES #125-S1210
AMENDMENT IV

This Amendment IV 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, and Amendment III dated August 7, 2012, all incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to modify the Agreement to include the provision of services to the Probation Department, hereby amending **ARTICLE I-Scope of Services** and **ARTICLE III-Compensation for Services**.

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

ARTICLE I

Scope of Services: Contractor agrees to furnish the equipment and materials necessary to provide detailed professional pre-employment background investigations for candidates for employment with the Sheriff's Office and Probation Department on an "as requested" basis in accordance with Exhibit "A" to the original Agreement, marked "Scope of Work, incorporated herein and made by reference a part hereof.

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 "Fourth 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.

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: _____
Marc Adams, Captain
Sherriff's Office

Dated: _____

Requesting Department Head Concurrence:

By: _____
Rich Williams, Undersheriff

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this fourth 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:
Terri Daly, Acting Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

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

Dated: _____

Fourth Revision – Exhibit B
Compensation and Method of Payment

Background Investigation Flat Rates

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.**

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.**

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).*

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.

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.



CERTIFICATE OF LIABILITY INSURANCE

DIXON-2 OP ID: JO

DATE (MM/DD/YYYY)
06/28/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

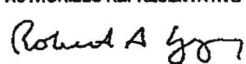
PRODUCER Yergey Insurance Agency / PI 7420 Heritage Village Plaza Gainesville, VA 20155 Robert A. Yergey	571-248-6665	CONTACT NAME: _____ PHONE (A/C, No, Ext): 571-248-6665 E-MAIL ADDRESS: _____	FAX (A/C, No): _____																				
	INSURED Wilbur H. Dixon Madeira Group Internat. PO Box 980 Walnut Grove, CA 95690		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>United States Liability Ins Co</td> <td>25895</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	United States Liability Ins Co	25895	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																							

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR (W/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		SP1002114J	06/01/12	06/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 1,000
A	<input checked="" type="checkbox"/> Errors & Omissions		SP1002114J	06/01/12	06/01/13	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The El Dorado Co Sheriff Dept, its officers officials, employees and volunteers are additional insured with respects to work performed by name insured with respects to General Liability

CERTIFICATE HOLDER The El Dorado Co Sheriff Dept 300 Fair Lane Placerville, CA 95667	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**WORKERS' COMPENSATION INSURANCE COVERAGE
WAIVER FOR
CONTRACTORS WITHOUT EMPLOYEES**

To County of El Dorado:

I, Wilbur H Dixon am aware of the provisions of the California Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation and employer's liability or to undertake self-insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract.

If MGI hires employees in the future, Wilbur H Dixon will acquire the following insurance:

Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

Wilbur H Dixon, OWNER
Signature, Title

06 25 12
Date