

ORIGINAL

AGREEMENT FOR SERVICES #305-F1111 AMENDMENT III

THIS AMENDMENT III to that Agreement for Services #305-F1111, 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 El Dorado Arts Council, a non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 772 Pacific Street, Placerville, CA 95667; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide promotional services in order to promote the local economy and enhance the quality of life in the region in accordance with Agreement for Services #305-F1111, dated November 19, 2010, Amendment I, dated October 31, 2011, and Amendment II, dated October 28, 2013; and

WHEREAS, the parties hereto have mutually agreed to extend the Agreement and increase compensation, hereby amending **ARTICLE II – Term** and **ARTICLE III – Compensation for Services**; and

NOW, THEREFORE, the parties do hereby agree that Agreement for Services #305-F1111 shall be amended a third time as follows:

ARTICLE II

Term: The term of this Agreement, as amended, shall be for the period of October 1, 2010 through September 30, 2015.

ARTICLE III is amended in its entirety to read as follows:

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of an invoice. Compensation for the period of October 1, 2010 through September 30, 2011 shall be \$99,450 and shall be payable in equal monthly installments of \$8,287.50 each. Compensation for each succeeding year during the period of October 1, 2011 through September 30, 2013 shall be adjusted up or down annually at a rate equal to the percentage change in the amount allocated by the Board of Supervisors for Promotions grants within the County Promotions Budget.

Compensation for the period of October 1, 2013 through September 30, 2014 shall be \$140,909.82 and shall be payable in equal monthly installments of \$11,742.49. Compensation is calculated at the FY 2012-13 base monthly rate plus an increase of fifteen (15) percent.

Compensation for the period of October 1, 2014 through September 30, 2015 shall be \$152,196.70 and shall be payable in equal monthly installments of \$12,683.06.

County and Contractor agree that the compensation provided pursuant to this Agreement shall be the total compensation for all services provided under this Agreement, inclusive of services described in Exhibit "A" as well as County participation in events hosted by Contractor.


Except as herein amended, all other parts and sections of that Agreement #305-F1111 shall remain unchanged and in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #305-F1111 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 10-21-14 Board date 9-30-14

By: 
Norma Santiago, Chair
Board of Supervisors
"County"

Dated: 10/14/14

By: 
Terri Daly
Chief Administrative Officer
"County"

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

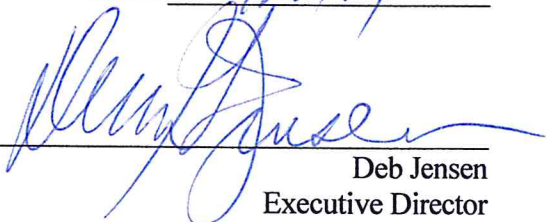
By: 

Dated: 10-21-14
Board date 9-30-14

-- CONTRACTOR --

El Dorado Arts Council
a non-profit organization

Dated: 9/23/14

By: 
Deb Jensen
Executive Director
"Contractor"

