

CONTRACT ROUTING SHEET

Date Prepared: _____

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO
Dept. Contact: Sue Hennike
Phone #: 5577
Department _____
Authorization: _____

CONTRACTOR:

Name: EDC Chamber of Commerce
Address: 542 Main Street
Placerville, CA 95667
Phone: _____

CONTRACTING DEPARTMENT: CAO/Economic Development

Service Requested: Promotions Program- El Dorado Lake Tahoe Film & Media Office
Contract Term: 3 years Amendment Value: \$30,000
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

AGREEMENT FOR SERVICES #246-F1111
AMENDMENT II

THIS AMENDMENT II to that Agreement for Services #246-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 County Chamber of Commerce, a non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 542 Main 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; and

WHEREAS, the parties hereto have mutually agreed to modify the compensation of said Agreement, hereby amending **ARTICLE III – Compensation for Services**; and

NOW, THEREFORE, the parties do hereby agree that Agreement for Services #246-F1111 shall be amended a second time as follows:

ARTICLE III

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. Total compensation for the period of October 1, 2010 through September 30, 2011 shall be \$104,140. The billing rate for the period of October 1, 2010 through April 30, 2011 shall be \$7,428.33 per month. The billing rate for the period of May 1, 2011 through September 30, 2011 shall be \$10,428.33 per month.

Compensation for year two of this Agreement (October 1, 2011 through September 30, 2012) shall be calculated by adjusting the initial award amount of \$89,140 up or down at a rate equal to the percentage change in the amount allocated by the Board of Supervisors for Promotions grants within the County Promotions Adopted Budget. This amount shall hereinafter be referred to as the "Year two base amount". The total compensation for year two shall equal the Year two base amount plus \$15,000.00. Compensation for year three (October 1, 2012 through September 30, 2013) shall be calculated by adjusting the Year two base amount up or down at a rate equal to the percentage change in the amount allocated by the Board of Supervisors for Promotions grants within the County Promotions Adopted Budget. This amount shall hereinafter be referred to as the "Year two base amount". The total compensation for year two shall equal the Year two base

amount plus \$15,000.00. Total compensation for years two and three shall be paid in equal monthly installments.

Contractor agrees that compensation provided pursuant to this Agreement shall constitute the total compensation provided by the County for the program(s) described herein for the term of the Agreement. Contractor shall not seek additional funding through the Promotions grant competitive process for said program(s) for funding cycles concurrent with the term of this Agreement.

Except as herein amended, all other parts and sections of that Agreement #246-F1111 as amended shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #246-F1111 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Terri Daly
Chief Administrative Officer
"County"

-- CONTRACTOR --

El Dorado County Chamber of Commerce
a non-profit organization

Dated: _____

By: _____

Kirk Bone
President
"Contractor"

By: _____ Dated: _____

Corporate Secretary