

AGREEMENT FOR SERVICES #246-F1111
AMENDMENT I

THIS AMENDMENT I 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");

R E C I T A L S

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 increase 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 first 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. Total compensation for each succeeding year during the term of this Agreement 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 Recommended Budget. Total compensation for succeeding years shall be payable 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 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First 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