



**Agreement for Services #001E-A-12/13-BOS
Between the County of El Dorado
and NewPoint Group, Inc.**

Amendment I

This Amendment I to that Agreement for Services #001E-A-12/13-BOS, 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 NewPoint Group, Inc., a corporation, whose employees are now employed by Crowe Horwath, LLP, a limited liability partnership, duly qualified to conduct business in the State of California, whose principal place of business is 400 Capitol Mall, Suite 1200, Sacramento, CA 95814-4434; (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, NewPoint Group, Inc. has been engaged by County under Agreement for Services #001E-A-12/13-BOS to provide assistance with the negotiations for potential new franchise agreement terms and conditions with the County's current franchise haulers for the Environmental Management Department in accordance with Agreement for Services #001E-A-12/13-BOS, dated August 7, 2012, incorporated herein and made by reference a part hereof (hereafter referred to as "Agreement"); and

WHEREAS, Article X of the Agreement prohibits NewPoint Group, Inc. from assigning services to be provided without the prior written consent of County; and

WHEREAS, NewPoint Group, Inc. employees are now employed by Crowe Horwath, LLP, effective October 1, 2012; and

WHEREAS, NewPoint Group, Inc. has requested that the County accept work under the Agreement by Crowe Horwath, LLP and approve the assignment of the Agreement from NewPoint Group, Inc. to Crowe Horwath, LLP; and

WHEREAS, NewPoint Group, Inc. will remain liable for all obligations, covenants, and conditions, and/or liabilities for services already performed under the terms and conditions of the Agreement for all services performed prior to October 1, 2012; and

WHEREAS, notwithstanding the assignment, NewPoint Group, Inc. acknowledges and agrees that all existing indemnity and insurance obligations of NewPoint Group, Inc. will remain in full force and effect as set forth in the Agreement for all services performed prior to October 1, 2012, and as thereafter required by the Agreement; and

WHEREAS, Crowe Horwath, LLP will assume all Consultant's duties, responsibilities, and obligations, including insurance and indemnity obligations, for all services performed under the terms and conditions of Agreement, beginning October 1, 2012; and

WHEREAS, the parties hereto have mutually agreed to amend Article IV - Compensation for Services to change the titles of employees performing work under the Agreement; and

WHEREAS, the parties hereto have mutually determined and agreed to amend Article XIV – Notice to Parties; and

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to include Article XXXII, a provision that expressly states the terms of the County’s approval of the assignment of the Agreement from NewPoint Group, Inc. to Crowe Horwath, LLP.

WHEREAS, the parties hereto have mutually agreed that Crowe Horwath, LLP shall fulfill the terms and conditions of the Agreement and of this Amendment I to said Agreement;

NOW THEREFORE, the parties agree to amend the Agreement as follows and County approves of the assignment of the Agreement from NewPoint Group, Inc. to Crowe Horwath, LLP on the following terms and conditions:

ARTICLE IV

Compensation for Services:

- A. For satisfactory services provided herein, County agrees to pay Consultant monthly upon receipt of itemized invoice(s) detailing a description of work performed (identifying number of hours worked, individuals’ name, and position) on a time basis. Payment shall be made within forty-five (45) days following County’s receipt and approval of invoices.

Hourly rates for Work performed shall be specified as follows:

Director	\$175.00 per hour
Senior Manager (formerly, Principal).....	\$150.00 per hour
Consultants (formerly, Associates).....	\$115.00 per hour

In addition to the above, the County shall also reimburse Consultant for reasonable costs without markup of mailing, photocopying, and long distance telephone calls.

- B. The total payment under this Agreement to Consultant **SHALL NOT EXCEED Seventy Nine Thousand Dollars and 00/100 (\$79,000).**

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and shall be addressed as follows:

COUNTY OF EL DORADO
Environmental Management Department
2850 Fairlane Court, Building "C"
Placerville, CA 95667
ATTN: Gerri Silva, Director

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE, BUILDING "B"
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Notices to Consultant shall be addressed as follows:

Crowe Horwath, LLP
400 Capitol Mall, Suite 1200
Sacramento, CA 95814-4434
ATTN: James A. Gibson, Director

or to such other location as the Consultant directs.

Article XXXII

Assignment: Pursuant to Article X, Assignment and Delegation, of the Agreement, County approves the assignment of the Agreement from NewPoint Group, Inc. (previous Consultant) to Crowe Horwath, LLP (Consultant), effective October 1, 2012, on the following terms and conditions. Crowe Horwath, LLP, assumes all duties, covenants, obligations, and responsibilities, including all indemnity and insurance obligations, of the Consultant under Agreement #001E-A-12/13-BOS and all amendments thereto, and is responsible for executing, performing, and providing all work and services as of October 1, 2012, in accordance with all terms and conditions as set forth in and as defined in Agreement #001E-A-12/13-BOS and all amendments thereto. NewPoint Group, Inc. shall remain liable, jointly and severally, for all work performed and services provided prior to October 1, 2012 and all of NewPoint Group's insurance and indemnity obligations set forth in the Agreement shall remain in full force and effect on the terms set forth in the Agreement notwithstanding the assignment of the Agreement.

Except as herein amended, all other parts and sections of the Agreement shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Gerri Silva
Director
Environmental Management Department

Date: _____

Requesting Department Head Concurrence:

By: _____
Gerri Silva
Director
Environmental Management Department

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to that Agreement for Services #001E-A-12/13-BOS on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment I.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

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

By: _____
Deputy Clerk

Dated: _____

--PREVIOUS CONSULTANT--

NewPoint Group, Inc.
A California Corporation

By: _____
James A. Gibson
Director
"Consultant"

Dated: _____

Attest:

By: _____
Edward R. Kaempf
Corporate Secretary

Dated: _____

-- CONSULTANT --

Crowe Horwath, LLP

A Limited Liability Partnership authorized to do business in California

By: _____

Dated: _____

Robert W. Lazard
Partner
"Consultant"

LCD

#088-S1311