

ORIGINAL

AGREEMENT FOR SERVICES #392-S1210 AMENDMENT I

This Amendment I to that Agreement for Services #392-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 Martha Shaver, an individual, duly qualified to conduct business in the State of California, whose principal place of business is 8151 Deer Ridge Lane, Ione, CA 95640 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide expert consultation and advice regarding the County Human Resources function, in accordance with Agreement for Services #392-S1210, dated October 17, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to expand services, hereby amending **ARTICLE I – Scope**; and

WHEREAS, the parties hereto have mutually agreed to extend term, hereby amending **ARTICLE II – Term**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXIII - Audit by California State Auditor**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #392-S1210 shall be amended a first time as follows:

ARTICLE I

Scope: Consultant agrees to furnish the personnel and equipment necessary to provide expert consultation and advice regarding County operations, ordinances, and policies. Services may include but not be limited to review and revision of ordinances, policies and procedures, and recommendations on organizational structure, and other projects as assigned by the Chief Administrative Officer (CAO) to the consultant by written task order.

ARTICLE II

Term: This Agreement, as amended, shall become effective upon final execution by both parties hereto and shall cover the term October 17, 2011 through December 31, 2014.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoices(s) identifying services rendered.

For the purposes of this Agreement, the billing rate for the term October 17, 2011 through September 30, 2013 shall be \$55.00 per hour and the billing rate for the term October 1, 2013 through December 31, 2014 shall be \$60.00 per hour.

The total amount of this Agreement, as amended, shall not exceed \$135,000.00.

ARTICLE XXIII

Audit by California State Auditor: Consultant acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

Except as herein amended, all other parts and sections of that Agreement #392-S1210 shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #392-S1210 on the dates indicated below.

-- COUNTY OF EL DORADO --

By:  Dated: 10/0/13
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

-- CONSULTANT --

By:  Dated: 9/24/2013
Martha Shaver, individually
"Consultant"