

AGREEMENT FOR SERVICES #246-F1111  
AMENDMENT IV

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This Amendment IV 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, in accordance with Agreement for Services #246-F1111, dated October 12, 2010; Amendment I, dated May 4, 2011, Amendment II, dated October 25, 2011, and Amendment III, dated November 5, 2012 incorporated herein and made by reference a part hereof; and

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

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE I – Scope of Services**, **ARTICLE XIII – Reports**, **ARTICLE XVI – Notice to Parties** and **ARTICLE XXIV - Administrator**; and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXIX - Audit by California State Auditor** and **ARTICLE XXX - Taxes**.

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

## **ARTICLE I**

**Scope of Services:** Contractor agrees to furnish personnel and materials necessary to operate the El Dorado Lake Tahoe Film & Media Office. Services shall include, but not be limited to those set forth in Exhibit "A", marked "Program Description/Objectives", incorporated herein and made by reference a part hereof.

Contractor also agrees to provide the County:

- Annual membership to El Dorado County Chamber of Commerce
- A booth at the 2012-13 and 2013-14 Business Showcase/I Love Film Mixer event
- Participation in any other events hosted by contractor

## **ARTICLE II**

**Term:** The term of this agreement, as amended, shall be the period of October 1, 2010 through September 30, 2014.

## **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 \$104,140.00. 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 of \$89,140.00 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 Budget. This amount shall hereinafter be referred to as the "Year two base amount". Compensation for Year two for the services provided in Exhibit "A" shall equal the Year two base amount plus \$15,000.00 and shall be paid in equal monthly installments.

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 Budget. This amount shall hereinafter be referred to as the "Year three base amount". Compensation for year three for the services provided in Exhibit "A" shall equal the Year three base amount plus \$15,000.00 and shall be paid in equal monthly installments.

In addition to the above, for the 2012-13 Business Showcase/I Love Film mixer event, County agrees to pay Contractor the going rate for a booth, a one-time-only amount not to exceed \$1,000.00. County agrees to pay Contractor this amount prior to the event accompanied by a registration form.

Compensation for the period of October 1, 2013 through September 30, 2014 shall be \$143,551.67 and shall be payable in equal monthly installments of \$11,962.64. Compensation is calculated at the FY 2012-13 base monthly rate plus an increase of fifteen (15) percent.

County and Contractor agree that the amount of \$143,551.67 for the period of October 1, 2013 through June 30, 2014 shall be the total compensation for all services provided under this agreement, inclusive of services described in Exhibit "A" as well as County membership in the El Dorado County Chamber of Commerce and County participation in events hosted by Contractor.

### **ARTICLE XIII**

**Reports:** Contractor shall submit one written progress report by March 31, 2014 demonstrating success in accomplishing mutually agreed upon metrics. At the end of each year, Contractor shall submit an annual report including all activities for the period. The Contract Administrator will coordinate submittal of the annual report to the Board of Supervisors.

### **ARTICLE XVI**

**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 the County shall be addressed as follows:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: KIMBERLY KERR, ASSISTANT CHIEF ADMINISTRATIVE OFFICER

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

EL DORADO COUNTY CHAMBER OF COMMERCE  
542 MAIN STREET  
PLACERVILLE, CA 95667  
ATTN: LAUREL BRENT-BUMB, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs.

### **ARTICLE XXIV**

**Administrator:** The County Office or employee with the responsibility for administering this Agreement is Kimberly Kerr, Assistant Chief Administrative Officer, or successor.

**ARTICLE XXIX**

**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.

**ARTICLE XXX**

**Taxes:** Consultant/Contractor certifies that as of today date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant/Contractor to County.

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

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Kimberly Kerr  
Assistant Chief Administrative Officer  
Chief Administrative Officer

Dated: \_\_\_\_\_

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

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Terri Daly, Purchasing Agent  
Chief Administrative Office  
"County"

**-- CONTRACTOR --**

El Dorado County Chamber of Commerce  
a non-profit organization

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Mark Luster  
President  
"Contractor"

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Corporate Secretary

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