

AGREEMENT FOR SERVICES #527-F1211
AMENDMENT I

This Amendment I to that Agreement for Services #527-F1211, 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 Lake Tahoe South Shore Chamber of Commerce, a Nevada corporation duly qualified to conduct business in the State of California, whose principal place of business is 169 U.S. Highway 50, 3rd Floor, Stateline, Nevada 89449, and whose mailing address is P.O. Box 17181, South Lake Tahoe, California, 96151 (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 #527-F1211, dated June 27, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties desire to amend the Agreement for services #527-F1211 to continue the promotional services outlined in Exhibit "A", and to include the new additional event hosting services provided by Contractor in October 2012 and March 2013;

WHEREAS, the parties hereto have mutually agreed to revise the scope of said Agreement, hereby amending **ARTICLE I - Scope of Services**; and

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

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XIII – Reports**; and

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

NOW THEREFORE, the parties do hereby agree that Agreement for Services #527-F1211 shall be amended a first time as follows:

Articles I, II III and XIII are amended in their entirety to read as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish materials and personnel necessary to provide services detailed in Exhibit “A,” titled “Scope of Services”, including, but not limited to, the *Sample the Sierra* event and the *Creating Influencers* and *Integrating the Region* projects as described therein. It is understood that the dates in Exhibit “A” apply to the original term of this agreement (March 1, 2012 through September 30, 2013) and that the same services shall be provided through the extended term of this agreement, following a similar annual timeline.

Contractor also agrees to provide the County with one vendor booth annually at the Business Expo sponsored by Contractor.

Contractor will host the event “State of the South Shore Economy” in October 2012 with the objective of increasing government, business, and community understanding of the Lake Tahoe area economy and engaging all parties in solutions for the future.

Contractor will host the event “South Shore Economic Forum – Next Steps” in March 2013 to discuss economic revitalization in the Lake Tahoe region.

ARTICLE II

Term: The term of this Agreement, as amended, shall be the period of March 1, 2012 through September 30, 2014.

ARTICLE III

Compensation for Services: For promotional services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County’s receipt and approval of each invoice. Compensation for the period of March 1, 2012 to September 30, 2012, shall be \$70,000 and shall be payable in equal monthly installments of \$10,000.

Total compensation for the period of October 1, 2012 to September 30, 2013, shall be \$70,000 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 Budget, and shall be payable in equal monthly installments. Monthly installments shall be determined by dividing the total amount by twelve (12).

For the 2013 Business Expo, County agrees to pay Contractor the going rate for a booth, a one-time-only amount not to exceed \$400.

Total compensation during the period of October 1, 2013 to September 30, 2014 shall be \$87,083.34, which includes the following:

- For the October 2012 State of the South Shore Economy event, County agrees to pay Contractor a one-time-only amount not to exceed \$750.

- For the March 2013 South Shore Economic Forum – Next Steps, County agrees to pay Contractor a one-time-only amount not to exceed \$500.
- For the services described in Exhibit “A”, and pursuant to ARTICLE I-Scope of Services, a flat monthly rate of \$7,152.78. Compensation is calculated at the FY 2012-13 base monthly rate plus an increase of fifteen (15) percent.

ARTICLE XIII

Reports: Contractor shall file a written progress report by March 31, 2014 with the County’s Contract Administrator showing the manner and amount in which the funds paid pursuant to this Agreement were actually expended. Said reports shall be in written narrative form, summarizing the progress and extent of completion of services described in Article I.

Prior to completion of annual contract, Contractor is required to provide a performance **Presentation Report** to the Board of Supervisors prior to reauthorization of next fiscal year’s funding. The presentation should cover:

- A. Program Description/Objectives
- B. Program Evaluation
- C. Community Partners
- D. Return on Investment
- E. Any other data/materials you believe the Board should be aware of.

The final annual report shall reflect cumulative totals of fund usage and shall be filed within sixty (60) days following the end of the contract term.

New Articles XXX, XXXI and XXXII are added to read as follows:

ARTICLE XXX

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXXI

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 XXXII

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 #527-F1211 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Kim Kerr
Assistant Chief Administrative Officer

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #527-F1211 on the dates indicated below.

-- COUNTY OF EL DORADO --

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

-- CONTRACTOR --

Lake Tahoe South Shore Chamber
A Non-Profit Organization

Dated: _____

By: _____
Betty "B" Gorman
President and CEO
Lake Tahoe South Shore Chamber of Commerce
"Contractor"

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