

# ORIGINAL

## AGREEMENT FOR SERVICES #526-F1211 AMENDMENT II

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**THIS AMENDMENT II** to that Agreement for Services #526-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 American River Music, Inc., a non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 4955 Little Road, Lotus, CA 95651, and whose mailing address is P.O. Box 830, Lotus, CA 95651; (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 #526-F1211, dated June 7, 2012, and Amendment I, dated October 25, 2013; and

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

**NOW, THEREFORE**, the parties do hereby agree that Agreement for Services #526-F1211 shall be amended a second time as follows:

### ARTICLE I

**Scope of Services:** Contractor agrees to furnish materials and personnel necessary to operate the American River Music Festival annually in 2012, 2013, 2014, and 2015. Activities may include, but shall not be limited to those set forth in Exhibit "A" to the original Agreement, marked "Program Objectives/Activities", incorporated herein and made by reference a part hereof. Contractor will make every effort to perform all activities listed in Exhibit "A"; however, County and Contractor acknowledge that funding provided by County may not be sufficient to support every activity listed. Some activities may not be performed if Contractor is unable to secure sufficient additional funding. Timelines in Exhibit "A" are subject to change. Contractor shall notify Contract Administrator of such changes.

## **ARTICLE II**

**Term:** The term of this Agreement, as amended, shall be for the period of March 1, 2012 through September 30, 2015.

## **ARTICLE III is amended in its entirety to read as follows:**

**Compensation for Services:** For 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 through September 30, 2012 shall be \$36,077.00 and shall be payable in equal installments of \$5,153.86 each.

Total compensation for the period of October 1, 2012 through September 30, 2013 shall be \$36,077.00 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. The total compensation for the period of October 1, 2012 through September 30, 2013 shall be payable in twelve (12) equal monthly installments. Monthly installments shall be determined by dividing the total amount by twelve (12).

Compensation for the period of October 1, 2013 through September 30, 2014 shall be \$44,237.28 and shall be payable in equal installments of \$3,686.44 each. Compensation is calculated at the FY 2012-13 base monthly rate plus an increase of fifteen (15) percent.

Compensation for the period of October 1, 2014 through September 30, 2015 shall be \$47,776.26 and shall be payable in equal installments of \$3,981.36 each.

County and Contractor agree that the compensation provided pursuant to this Agreement shall be the total compensation for all services provided under this Agreement, inclusive of services described in Exhibit "A" as well as County participation in events hosted by Contractor.

Except as herein amended, all other parts and sections of that Agreement #526-F1211 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #526-F1211 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 10-21-14 Board date 9-30-14

Dated: 10/14/14

By: *Norma Santiago*  
Norma Santiago, Chair  
Board of Supervisors  
"County"

By: *Terri Daly*  
Terri Daly  
Chief Administrative Officer  
"County"

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

By: *James S. Mitrisin*

Dated: 10-21-14  
Board date 9-30-14

-- CONTRACTOR --

American River Music, Inc.  
a non-profit organization

Dated: 9-23-14

By: *Matt Semonsen*  
Matt Semonsen  
Executive Director  
"Contractor"