

AGREEMENT FOR SERVICES #339-S1311  
AMENDMENT I

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This Amendment I to that Agreement for Services #339-S1311, 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 the Superior Court of California, County of El Dorado, a government entity, duly qualified to conduct business in the State of California, whose principal place of business is 2850 Fairlane Court, Suite 110, Placerville, CA 95667; (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide alternate dispute resolution program services of all civil limited and unlimited cases and family dissolution, legal separation, nullity and parentage disputes filed in El Dorado County, in accordance with Agreement for Services #339-S1311, date January 18, 2013, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to specify the hourly rate structure and reduce the not to exceed amount of said Agreement, hereby amending **ARTICLE III – Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE X – Notice to Parties** and **ARTICLE XX - Administrator**; and

**WHEREAS**, the parties hereto have mutually agreed to add new **ARTICLE XXVI – Change of Address**, **ARTICLE XXVII – Audit by California State Auditor**, and **ARTICLE XXVIII – Taxes**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #339-S1311 shall be amended a first time as follows:

**ARTICLES III, X, and XX** are amended in their entirety to read as follows:

**ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days for actual costs following the County’s receipt and approval of invoice(s) identifying services rendered.

Effective January 18, 2013, the billing rates shall be as follows:

Classification	FY 12/13 January 2013	FY 12/13 Feb - June 2013
Dispute Resolution Officer	\$65.39	\$63.70

Classification	FY 12/13 Jan – March 2013	FY 12/13 April – June 2013
CC2 Court Clerk 2 – CP	\$22.28	\$22.82

Classification	FY 12/13 Jan – April 2013	FY 12/13 May 2013	FY 12/13 June 2013
CC4 Court Clerk 4 – CP	\$38.70	\$37.71	\$36.72

Classification	FY 12/13 Jan – April 2013	FY 12/13 May 2013	FY 12/13 June 2013
CC4 Court Clerk 4 – MS	\$38.44	\$37.65	\$36.85

Classification	FY 12/13 Jan – Feb 2013	FY 12/13 March - April 2013	FY 12/13 May 2013	FY 12/13 June 2013
CC4 Court Clerk 4 – SLT	\$36.01	\$38.53	\$37.43	\$36.32

Classification	FY 12/13 Jan – April 2013	FY 12/13 May 2013	FY 12/13 June 2013
CC5 Court Clerk 5 – CP	\$38.73	\$38.30	\$37.87

\*\* CP = Cameron Park, MS = Main Street, SLT = South Lake Tahoe

	Classification	FY 13/14	FY 14/15	FY15/16	FY16/17
CC2	Court Clerk 2	\$22.47/hr	\$23.59/hr	\$24.77/hr	\$26.01/hr
CC3	Court Clerk 3	\$28.85/hr	\$30.29/hr	\$31.80/hr	\$33.39/hr
CC4	Court Clerk 4	\$36.13/hr	\$37.94/hr	\$39.84/hr	\$41.83/hr
CC5	Court Clerk 5	\$37.31/hr	\$39.18/hr	\$41.14/hr	\$43.20/hr

County agrees to pay all telephone and related communication expenses incurred by Contractor in the performance of this Agreement.

Total amount of this Agreement shall not exceed \$266,500.00.

**ARTICLE X**

**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 addressed as follows:

COUNTY OF EL DORADO  
 Chief Administrative Office  
 330 Fair Lane  
 Placerville, CA 95667  
 ATTN: Laura Schwartz, Chief Budget Officer

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  
 Placerville, CA 95667  
 ATTN: Terri Daly, Purchasing Agent

Notices to Contractor shall be addressed as follows:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF EL DORADO  
2850 Fairlane Court, Suite 110  
Placerville, CA 95667  
ATTN: Jackie Davenport, Assistant Court Executive Officer

or to such other location as the Contractor directs.

**ARTICLE XX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Laura Schwartz, Chief Budget Officer, or successor.

New **ARTICLES XXVI, XXVII, and XXVIII** are added to read as follows:

**ARTICLE XXVI**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE XXVII**

**Audit by California State Auditor:** Contractor 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, Contractor 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 XXVIII**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

Except as herein amended, all other parts and sections of that Agreement #339-S1311 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_

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

Laura Schwartz  
Chief Budget Officer  
Chief Administrative Office

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**IN WITNESS WHEREOF**, the parties hereto have executed this first Amendment to that Agreement for Services #339-S1311 on the dates indicated below.

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

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

**-- CONTRACTOR --**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF EL DORADO

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Honorable Suzanne N. Kingsbury  
Presiding Judge  
"Contractor"