

ORIGINAL

AGREEMENT FOR SERVICES #246-F1111 AMENDMENT V

THIS AMENDMENT V 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, Amendment III, dated November 5, 2012, and Amendment IV, dated October 25, 2013, incorporated herein and made by reference a part hereof; and

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

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

ARTICLE V

Term: The term of this Agreement, as amended, shall be for the period of October 1, 2010 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. 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. 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 amount of \$89,140 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.

Compensation for the period of October 1, 2014 through September 30, 2015 shall be \$155,050.16 and shall be payable in equal monthly installments of \$12,920.85.

County and Contractor agree that 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 membership in the El Dorado County Chamber of Commerce and County participation in events hosted by Contractor.

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

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to that Agreement for Services #246-F1111 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: *Anthony Dyla* -- CONTRACTOR --

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

El Dorado County Chamber of Commerce
a non-profit organization

Dated: 9-23-14

By: *Mark Luster*
Mark Luster
President
"Contractor"

By: *Laurel Brent Bient* Dated: 9-23-14
Corporate Secretary

[Handwritten mark]