

AGREEMENT FOR SERVICES #305-F1111  
AMENDMENT II

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This Amendment II to that Agreement for Services #305-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 Arts Council, a non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 459 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 #305-F1111, dated November 19, 2010, and Amendment I, dated October 31, 2011, 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 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 #305-F1111 shall be amended a second time as follows:

## **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 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. Compensation for the period of October 1, 2010 through September 30, 2011 shall be \$99,450.00 and shall be payable in equal monthly installments of \$8,287.50 each. Compensation for each succeeding year during the term of this Agreement shall be 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.

Compensation for the period of October 1, 2013 through September 30, 2014 shall be \$140,909.82 and shall be payable in equal monthly installments of \$11,742.49. 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 \$140,909.82 for the period October 1, 2013 through September 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 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**

**Notices 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  
459 MAIN STREET  
PLACERVILLE, CA 95667  
ATTN: DEB JENSEN, 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 #305-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 Second Amendment to that Agreement for Services #305-F1111 on the dates indicated below.

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

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

**-- CONTRACTOR --**

El Dorado Arts Council  
a non-profit organization

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deb Jensen  
Executive Director  
"Contractor"

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#305-F1111