

ORIGINAL

AGREEMENT FOR SERVICES #044-S0611 AMENDMENT II

This Amendment II to that Agreement for Services #044-S0611, 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 Office of Education, duly qualified to conduct business in the State of California, whose principal place of business is 6767 Green Valley Road, Placerville, CA 95667; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor has been engaged by County to provide operation and maintenance of County television/video production equipment, and production of live telecasts and/or video recordings of the County Board of Supervisor meetings and other meetings and special events on an "as requested" basis for the Information Technologies Department in accordance with Agreement for Services #044-S0611, dated June 28, 2005, and Amendment I, dated May 23, 2006, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement one (1) additional year, hereby amending **ARTICLE IV – Term** and **ARTICLE V - Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XVI – Administrator**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #044-S0611 shall be amended a second time as follows:

ARTICLE IV

Term: This Agreement, as amended, shall become effective when fully executed by both parties hereto and shall cover the period of July 1, 2005 through June 30, 2008.

ARTICLE V

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 itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates for the period of July 1, 2005 through June 30, 2006 shall be \$34.00 per hour for all

services rendered during a standard eight (8) hour day; hours in excess of eight (8) hours per day shall be billed at a rate of \$49.00/hour; and \$10.00/each for media produced for the County.

For the period of July 1, 2006 through June 30, 2007 the billing rates shall be \$38.00 per hour for all services rendered during a standard eight (8) hour day; hours in excess of eight (8) hours per day shall be billed at a rate of \$55.00 per hour; and \$10.00/each for all media produced for the County.

For the period of July 1, 2007 through June 30, 2008 the billing rates shall be \$40.00 per hour for all services rendered during a standard eight (8) hour day; hours in excess of eight (8) hours per day shall be billed at a rate of \$55.00 per hour; and \$10.00/each for all media produced for the County. One master copy of all recordings shall be provided to County at no cost.

The total amount of this Agreement, as amended, shall not exceed \$75,000.00 for the three (3) year term.

ARTICLE XVI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Steve Featherston, Assistant Director, Information Technologies Department, or successor.

Except as herein amended, all other parts and sections of this Agreement #044-S0611 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Steve Featherston Dated: 4-12-2007
Steve Featherston, Assistant Director
Information Technologies Department

Requesting Department Head Concurrence:

By: Jacqueline Nilius Dated: 4/12/07
Jacqueline Nilius, Director
Information Technologies Department

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement #044-S0611 the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: _____

By: _____
Chairman
Board of Supervisors
"County"

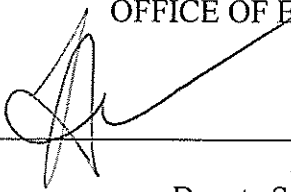
ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

--- CONTRACTOR ---

Dated: 5/9/07

EL DORADO COUNTY
OFFICE OF EDUCATION

By:  _____
Francie Heim
Deputy Superintendent
"Contractor"

~~CONFIDENTIAL~~ COPY

1627

Adm. # 1

AGREEMENT FOR SERVICES #044-S0611
AMENDMENT I

This Amendment I to that Agreement for Services #044-S0611, 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 Office of Education, duly qualified to conduct business in the State of California, whose principal place of business is 6767 Green Valley Road, Placerville, CA 95667; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor has been engaged by County to provide operation and maintenance of County television/video production equipment, and production of live telecasts and/or video recordings of the County Board of Supervisor meetings and other meetings and special events on an "as requested" basis for the Information Technologies Department in accordance with Agreement for Services #044-S0611, dated June 28, 2005, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement one (1) additional year, hereby amending **ARTICLE IV – Term** and **ARTICLE V - Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XVI – Administrator**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #044-S0611 shall be amended a first time as follows:

ARTICLE IV

Term: This Agreement, as amended, shall become effective when fully executed by both parties hereto and shall cover the period of July 1, 2005 through June 30, 2007.

ARTICLE V

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 itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates for the period of July 1, 2005 through June 30, 2006 shall be \$34.00 per hour for all

services rendered during a standard eight (8) hour day; hours in excess of eight (8) hours per day shall be billed at a rate of \$49.00 hour; and \$10.00 each for media produced for the County.

For the period of July 1, 2006 through June 30, 2007 the billing rates shall be \$38.00 per hour for all services rendered during a standard eight (8) hour day; hours in excess of eight (8) hours per day shall be billed at a rate of \$55.00 per hour; and \$10.00 each for all media produced for the County. The total amount of this Agreement, as amended, shall not exceed \$50,000.00 for the two (2) year term.

ARTICLE XVI

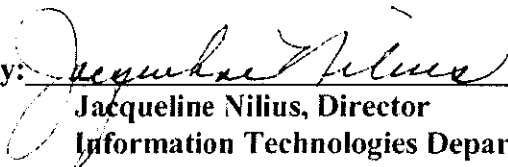
Administrator: The County Officer or employee with responsibility for administering this Agreement is Tom Straling, Technology Officer, Information Technologies Department, or successor.

Except as herein amended, all other parts and sections of this Agreement #044-S0611 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Dated: 4/6/06
Tom Straling, Technology Officer
Information Technologies Department

Requesting Department Head Concurrence:

By:  Dated: 4/6/06
Jacqueline Nilius, Director
Information Technologies Department

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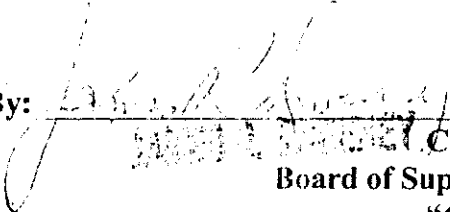
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Agreement #044-S0611 the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: 5/23/06

By:  Chairman
Board of Supervisors
"County"

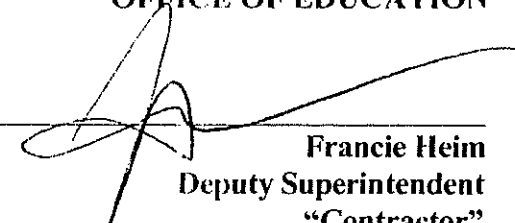
ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By:  Deputy Clerk Date: 5/23/06

-- CONTRACTOR --

Dated: APR 25 2006

EL DORADO COUNTY
OFFICE OF EDUCATION

By:  Francie Heim
Deputy Superintendent
"Contractor"

COPY

#1627

AGREEMENT FOR SERVICES #044-S0611

THIS AGREEMENT made and entered 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 Office of Education, duly qualified to conduct business in the State of California, whose principal place of business is 6767 Green Valley Road, Placerville, CA 95667, (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide operation and maintenance of County television/video production equipment, and production of live telecasts and/or video recordings of County Board of Supervisor meetings and other meetings and special events on an "as requested" basis for the Information Technologies Department; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provisions of these services provided by Contractor are in the public's best interest and that these services, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish personnel and equipment necessary to provide operation and maintenance of County television/video production equipment, and production of live telecasts and/or video recordings of County Board of Supervisor meetings and other meetings and special events on an "as requested" basis for the Information Technologies Department.

ARTICLE II

Ownership of Rights: County and Contractor hereby expressly agree that each video program, whether produced by Contractor, its agents, representatives, employees, or sub-contractors, shall be considered a "work made for hire" within the meaning of 17 USC sec. 101. County shall have sole ownership of all rights, for all purposes, in each completed work, and unused portions thereof, including all copyrights.

ARTICLE III

Confidentiality of Data: All financial, statistical, personal, technical, or other data and information relative to the County's operations which is designated confidential by the County and made available to the Contractor in order to carry out this Agreement shall be protected by the Contractor from unauthorized use and disclosure.

Permission, granted by the County to disclose information on one occasion or at public hearing held by the County relating to the Agreement shall not authorize the Contractor to further disclose such information or disseminate the same on any other occasion.

The Contractor shall not comment publicly to the press or any media regarding this Agreement or the county's actions on the same, except to the County's staff, Contractor's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from the Board of Supervisors.

The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding services performed or to be performed under this Agreement without prior review of the contents thereof by the County and receipt of the County's written permission.

ARTICLE IV

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the term of July 1, 2005 through June 30, 2006.

ARTICLE V

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 receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rate shall be \$34.00 per hour for all services rendered during a standard eight (8) hour day; hours in excess of eight (8) hours per day shall be billed at a rate of \$49.00/hr.; and \$10.00/ea. for all video tapes produced for County. The total amount of this Agreement shall not exceed \$25,000.00.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Default, Termination and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to

cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason.

If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XI

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
INFORMATION TECHNOLOGIES DEPARTMENT
360 FAIR LANE
PLACERVILLE, CA 95667
ATTN: STEVEN FEATHERSTON, ASSISTANT DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

EL DORADO COUNTY
OFFICE OF EDUCATION
6767 GREEN VALLEY ROAD
PLACERVILLE, CA 95667
ATTN: FRANCIE HEIM

or to such other location as the Contractor directs.

ARTICLE XII

Indemnity: The Contractor agrees to indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, agents, and employees from and against any and all claims, costs, demands, expenses (including reasonable attorney's fees), losses, damages, injuries, or liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the sole negligence of the County. It is understood and agreed that such indemnity shall survive the termination of this Agreement; and

The County agrees to indemnify, defend, and hold harmless the Contractor, its Board of Education, officers, agents and employees from and against any and all claims, costs, demands, expenses (including reasonable attorney's fees), losses, damages, injuries or liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the sole negligence of the Contractor. It is understood and agreed that such indemnity shall survive the termination of this Agreement.

ARTICLE XIII

Insurance: The Contractor and County are self-insured and shall provide a letter of self-insurance if requested to do so by either party during the term of this Agreement.

Contractor shall maintain in full and effect workers' compensation insurance covering all employees providing services for the County.

ARTICLE XIV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Tom Straling, Principal Information Technology Analyst, Information Technologies Department, or successor.

ARTICLE XVII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXIII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

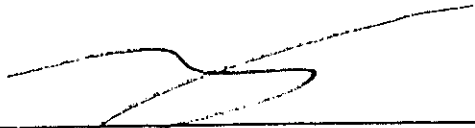
ARTICLE XIX

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

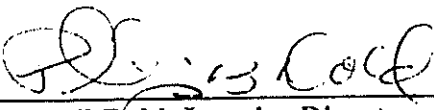
ARTICLE XX

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Contract Administrator Concurrence:

By:  _____ Dated: 6/03/05
Tom Straling, Principal IT Analyst
Information Technologies Department

Requesting Department Head Concurrence:

By:  _____ Dated: 6/2/05
Phil Dold, Interim Director
Information Technologies Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 6/28/05

By: Charlie Paine
Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: Donna Lawrence Date: 6/28/05
Deputy Clerk

-- CONTRACTOR --

Dated: JUN 13 2005

EL DORADO COUNTY
OFFICE OF EDUCATION

By: Francie Heim
Francie Heim
Deputy Superintendent
"Contractor"