

AGREEMENT FOR SERVICES #526-F1211  
AMENDMENT I

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This Amendment I 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 California Non-profit corporation, 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, 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 by amending **ARTICLE II – Term**, and **ARTICLE III – Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE I – Scope of Services** and **ARTICLE XIII – Reports**; and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXX - Audit by California State Auditor** and **ARTICLE XXXI - Taxes**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #526-F1211 shall be amended a first 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 and 2014. Activities may include, but shall not be limited to those set forth in Exhibit “A,” 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 the period of March 1, 2012 through September 30, 2014.

## **ARTICLE III**

**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 to 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 to 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 to 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.

County and Contractor agree that the amount of \$44,237.28 for the period October 1, 2013 through June 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 file a written progress report by March 31, 2014 with the County's Contract Administrator showing the manner and amount in which the funds paid pursuant to this Agreement were actually expended. Said reports shall be in written narrative form, summarizing the progress and extent of completion of services described in Article I.

Prior to completion of annual contract, Contractor is required to provide a performance **Presentation Report** to the Board of Supervisors prior to reauthorization of next fiscal year's funding. The presentation should cover:

- A. Program Description/Objectives
- B. Program Evaluation
- C. Community Partners
- D. Return on Investment
- E. Any other data/materials you believe the Board should be aware of.

The final annual report shall reflect cumulative totals of fund usage and shall be filed within ninety (90) days following the completion of the 2014 American River Music Festival event.

**ARTICLE XXX**

**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 XXXI – Taxes**

**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 #526-F1211 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Kimberly Kerr  
Assistant Chief Administrative Officer  
Chief Administrative Office

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

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

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

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

**-- CONTRACTOR --**

AMERICAN RIVER MUSIC, INC  
A CALIFORNIA NON-PROFIT CORPORATION

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Matt Semonsen  
Executive Director  
"Contractor"

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