

AGREEMENT FOR SERVICES #246-F1111  
AMENDMENT III

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This Amendment III 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; and

**WHEREAS**, the parties hereto have mutually agreed to modify the compensation of said agreement, hereby amending **Article I – Scope of Services** and **Article III – Compensation for Services**.

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

**ARTICLE I**

**Scope of Services:** Contractor agrees to furnish personnel and materials necessary to operate the El Dorado Lake Tahoe Film & Media Office. Services shall include, but not be limited to those set forth in Exhibit "A", marked "Program Description/Objectives", incorporated herein and made by reference a part hereof.

Contractor also agrees to provide County with a booth at the Business Showcase/I Love Film mixer event during fiscal year 2012-13.

**ARTICLE III**

**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. County agrees to pay Contractor this amount prior to the event accompanied by a registration form.

Contractor agrees that compensation provided pursuant to this Agreement shall constitute the total compensation provided by the County for the program(s) described herein for the term of the Agreement. Contractor shall not seek additional funding through the Promotions grant competitive process for said program(s) for funding cycles concurrent with the term of this Agreement.

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.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Third Amendment to that Agreement for Services #246-F1111 on the dates indicated below.

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

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Kim Kerr  
Assistant Chief Administrative Officer  
Chief Administrative Office

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Terri Daly  
Chief Administrative Officer  
Chief Administrative Office

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**IN WITNESS WHEREOF**, the parties hereto have executed this third Amendment to that Agreement for Services #246-F1111 on the dates indicated below.

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

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

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

Chair  
Board of Supervisors  
"County"

ATTEST:  
Terri Daly, Acting Clerk  
of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

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

**-- CONTRACTOR --**

El Dorado County Chamber of Commerce

By: \_\_\_\_\_  
Brian Jensen  
President  
"Contractor"

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

By: \_\_\_\_\_  
Corporate Secretary

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

(246-F1111)