

AGREEMENT FOR SERVICES #628-S1310
AMENDMENT I

This Amendment I to that Agreement for Services #628-S1310, 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 John Waddell, a private investigator, dba Chinatown Investigations, duly qualified to conduct business in the State of California, whose principal place of business is 1550 Iron Point Road #1814, Folsom, CA 95630; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide investigation services on an “as needed” basis for the Public Defender’s Office, in accordance with Agreement for Services #628-S1310, dated July 12, 2013, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement, hereby amending **ARTICLE II – Term**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXVIII – Audit by California State Auditor**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #628-S1310 shall be amended a first time as follows:

ARTICLE II

Term: The term of this Agreement, as amended, shall cover the period of July 1, 2013 through June 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 itemized invoice(s) identifying services rendered. For the purposes of this Amendment the billing rate shall be \$43.50 per hour. Total amount of this Agreement, as amended, shall not exceed \$100,480.00 including expenses.

ARTICLE XXVII

Audit by California State Auditor: Contractor 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, Contractor 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.

Except as herein amended, all other parts and sections of that Agreement #628-S1310 shall remain unchanged and in full force and effect.

Requesting Department Head Concurrence:

By: _____
Teri M. Monterosso
Public Defender

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #628-S1310 on the dates indicated below.

-- COUNTY OF EL DORADO --

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

-- CONTRACTOR --

By: _____ Dated: _____
John Waddell, individually and
doing business as
Chinatown Investigations
"Contractor"

HLC

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