

# ORIGINAL

## AGREEMENT FOR SERVICES #527-F1211 AMENDMENT III

This Amendment III to that Agreement for Services #527-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 Lake Tahoe South Shore Chamber of Commerce, a Nevada corporation duly qualified to conduct business in the State of California, whose principal place of business is 169 U.S. Highway 50, 3<sup>rd</sup> Floor, Stateline, Nevada 89449, and whose mailing address is P.O. Box 17181, South Lake Tahoe, California, 96151 (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, Contractor has been engaged by County for promotional services in order to promote the local economy and enhance the quality of life in the region in accordance with Agreement for Services #527-F1211, dated June 27, 2012, Amendment I, dated November 12, 2013, Amendment II, dated March 17, 2014; and

**WHEREAS**, the parties hereto have mutually agreed to extend the Agreement and increase compensation, hereby amending **ARTICLE II-Term and ARTICLE III-Compensation for Services**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #527-F1211 shall be amended a third time as follows:

#### ARTICLE II

**Term:** The term of this Agreement, as amended, shall be for the period of March 1, 2012 through September 30, 2015.

#### ARTICLE III

**Compensation for Services:** For promotional 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 \$70,000 and shall be payable in equal monthly installments of \$10,000.

Total compensation for the period of October 1, 2012 to September 30, 2013, shall be \$70,000 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, and shall be payable in equal monthly installments. Monthly installments shall be determined by dividing the total amount by twelve (12).

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For the 2013 Business Expo, County agrees to pay Contractor the going rate for a booth, a one-time-only amount not to exceed \$400.

Total compensation during the period of October 1, 2013 through September 30, 2014 shall be \$90,083.36, which includes the following:

- For the October 2012 State of the South Shore Economy Event, County agrees to pay Contractor a one-time-only amount not to exceed \$750.
- For the 2013 South Shore Economic Forum – Next Steps, County agrees to pay Contractor a one-time-only amount not to exceed \$500.
- For the services described in Exhibit “A” to the original Agreement, and pursuant to Article I – Scope of Services, a flat monthly rate of \$7,152.78. Compensation is calculated at the FY 2012-13 base monthly rate plus an increase of fifteen (15) percent.
- For the March 15, 2014 Welcome Home Olympians event, the County agrees to pay Contractor a one-time-only amount of \$3,000 within thirty (30) days following Board of Supervisors approval of Amendment II to Agreement for Services #527-F1211.

Compensation for the period of October 1, 2014 through September 30, 2015 shall be \$92,708.59 and shall be payable in equal monthly installments of \$7,725.72.

Except as herein amended, all other parts and sections of that Agreement #527-F1211 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: Kimberly Kerr  
Kim Kerr  
Assistant Chief Administrative Officer

Dated: 10/20/14

IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to that Agreement for Services #527-F1211 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 10-21-14  
9-30-14 Board date  
By: *Norma Santiago*  
Norma Santiago, Chair  
Board of Supervisors  
"County"

Dated: 10/14/14  
By: *[Signature]*  
Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: *[Signature]*  
Deputy Clerk

Dated: 10-21-14  
9-30-14 Board date

-- CONTRACTOR --

Lake Tahoe South Shore Chamber  
A Non-Profit Organization

Dated: 9/23/14

By: *Betty Gorman*  
Betty "B" Gorman  
President and CEO  
Lake Tahoe South Shore Chamber of Commerce  
"Contractor"

*[Signature]*