

AGREEMENT FOR SERVICES #3106 AMENDMENT I

This Amendment I to that Agreement for Services #3106, 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 Northern California Construction Training, Inc, a California nonprofit corporation, duly qualified to conduct business in the State of California, whose principal place of business is 10150 Missile Way, Mather, CA 95655, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide instructors, services, and materials necessary to provide an apprenticeship program to increase the skillsets of the clients of the El Dorado County Probation Department so that they may become more successful and productive members of the public upon release, in accordance with Agreement for Services #3106, dated August 14, 2018, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to increase the hourly benefit rate of said Agreement, hereby amending ARTICLE III, Compensation for Services and "Exhibit A"; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #3106 shall be amended a first time as follows:

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ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be in accordance with "Exhibit A", incorporated herein and made by reference a part hereof.

Total amount of this Agreement shall not exceed \$226,624.33.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado Probation Department - Fiscal 3974 Durock Rd, Ste. 205 Shingle Springs, CA 95682

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XI, Default, Termination, and Cancellation.

Except as herein amended, all other parts and sections of that Agreement #3160 shall remain unchanged and in full force and effect.

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Requesting Contract Administrator Concurrence:

By: 🧲

Gary Romanko Deputy Chief Probation Officer **Probation Department**

Dated: 11/8/18

Requesting Department Head Concurrence:

By: . **Brian Richart**

Chief Probation Officer Probation Department Dated: 11.14.18

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #3106 on the dates indicated below.

-- COUNTY OF EL DORADO --

12/4/2018 Dated: By: Chair

Board of Supervisors "County"

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

By: Deputy Clerk

Dated:

12/4/2018

-- CONTRACTOR --

Northern California Construction Training, Inc. A California Nonprofit Corporation

By:

Jake Meeha n Vice President "Contractor"

Dated: 11/7/18

EXHIBIT A

NCCT El Dorado County Program Cost Breakdown

Instructor Cost Per Month Wages	\$42.52 per Hour x 8 Hours a Day x 20.75 Days per Month	\$ 7,058.32
UI, Insurance, Taxes	20% of Monthly Wages	\$ 1,411.66
Benefits - Includes Medical, Dental, Vision, Pension,		
Carpenter's Trust Fund Contributions	\$30.51 per Hour x 8 Hours a Day x 20.75 Days per Month	\$ 5,064.66
and an	Total Instructor Cost per Month	\$ 13,534.64

Materials*	Annual Materials Cost of \$12,000.00. Approximate Value of \$1000/Month	\$ 1,000.00
Admin Cost	15% of All Costs Listed Above	\$ 2,180.20
Indirect Cost**	8% of All Costs Listed Above	\$ 1,337.19
	Monthly amount to be invoiced	\$ 18,052.03
	Total per Year	\$ 216,624.33
	One Time Startup Costs***	\$ 10,000.00
	Grand Total	\$ 226,624.33

*Materials allowance cost is a \$12,000 maximum per year. Costs will reflect receipts turned in and will be billed accordingly

**Indirect costs such as gas, cell phone, travel, meetings, job placement, union dues, DMV fees, drug testing, safety training, event preparation, graduation costs, financial aid in emergencies to students, and any other costs incurred by NCCT or requested to be supplied for purposes of conducting training shall be billed accordingly

***One-time startup cost (maximum of \$10,000) represents program tools and equipment needed to start up the program. If any program supplies are provided this cost can be adjusted according to the need for a successful program start

Please note: Instructor Wages and Benefit Amounts are set by the Carpenter's Union and vary annually. Increase in amount contingent upon Contract Administrator's approval and receipt of updated wage documentation.