

**AMENDMENT I
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COUNTY OF CALAVERAS AND O'CONNELL & DEMPSEY**

THIS FIRST AMENDMENT to that Agreement made and entered by and between the County of Calaveras, a political subdivision of the State of California, whose principal place of business is 891 Mountain Ranch Road, Calaveras, California 95249 (hereinafter referred to as "County"), and O'Connell & Dempsey, LLC, a Washington, D.C. Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 20 F Street NW, Suite 700, Washington, DC 20001 (hereinafter referred to as "Consultant"); both County and Consultant constituting "the Parties" to the Agreement.

RECITALS

WHEREAS, County has entered into a professional services agreement with Consultant for the provision of federal advocacy services, in accordance with Agreement for Services dated July 10, 2018, incorporated herein and made by reference a part hereof; and

WHEREAS, the Parties hereto mutually desire to extend the term of the Agreement and increase the total not to exceed amount of the Agreement for the additional one (1) year term, hereby amending **Section 2. – Term** and **Section 3. – Compensation for Services and Reimbursement of Expenses**.

NOW, THEREFORE, the Parties hereto mutually agreement to amend the Agreement for Services a first time as follows:

SECTION 2.

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 10, 2018 through July 9, 2020, as amended. This Agreement may be extended for up to one (1) additional one (1) year term if mutually agreed to by the parties hereto in writing in accordance with **SECTION 4. – Changes to Agreement**.

SECTION 3. Compensation for Services and Reimbursement of Expenses: For services provided herein, County agrees to pay Consultant a monthly fee of Five Thousand Dollars (\$5,000.00), in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. In addition, expenses, including necessary and reasonable expenses incurred traveling to California and returning to Washington, D.C., to the extent that such travel is requested and approved in writing by the County Administrative Officer, shall be reimbursed ("Travel Expenses") within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying such Travel Expenses.

The County shall also reimburse Consultant for reasonable and necessary out-of-pocket expenses, such as postage, reproduction, long-distance calls, meetings, and intra-city travel to the extent directly related to Consultant's services ("Expenses"), which reimbursement shall be made within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying such Expenses. The total amount of Services shall not exceed One Hundred Twenty Thousand Dollars (\$120,000.00) or Sixty Thousand Dollars (\$60,000) annually. The total amount for travel expenses and other expenses shall not exceed Eight Thousand Dollars (\$8,000.00) or Four Thousand Dollars (\$4,000.00) annually.

In the event additional Services, travel expenses and/or expenses are requested by the County Administrative Officer on behalf of the County, such additional expenses shall be authorized only when in writing pursuant to **Section 11. – Notice to Parties**. The total amount of this Agreement, inclusive of expenses, shall not exceed One Hundred Twenty Eight Thousand Dollars (\$128,000.00), as amended.

Except as herein amended, all other parts and sections of this Agreement for Services shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

-- COUNTY OF CALAVERAS --

By: _____
Jack "John" Garamendi, Chair
Board of Supervisors
"County"

Dated: _____


ATTEST: Rebecca Turner, Clerk-Recorder and
Ex-Officio Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONSULTANT --


O'CONNELL & DEMPSEY, LLC,
A Washington, D.C. Limited Liability Company

By: 
Mia O'Connell
Its Managing Member, President
"Consultant"

Dated: 7/29/2019

Approved As To Form:

Date: 07/24/2019

By: 
Deputy County Counsel