

ORIGINAL

**AGREEMENT FOR SERVICES #003-S1310
AMENDMENT II**

Heating and Air Conditioning System Design, Installation, and Repair Services

This Amendment II to that Agreement for Services #003-S1310, is 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 Ski Air Incorporated, a California Corporation, duly qualified to conduct business in the State of California (hereinafter referred to as "Contractor"), whose principal place of business is 5528 Merchant Circle, Placerville, CA 95667 (Mailing: P.O. Box 1054, El Dorado, CA 95623), and whose Agent for Service of Process is Michael Leonard Lubinski, 5528 Merchant Circle, Placerville, CA 95667.

RECITALS

WHEREAS, Contractor has been engaged by County to provide heating and air conditioning system design, installation, and repair services for the Health and Human Services Agency ("HHS") in accordance with Agreement for Services #003-S1310, dated May 31, 2012, and Amendment I to Agreement for Services #003-S1310, dated September 10, 2013, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Article II, Term, Article III – Compensation for Services, and Article XXV – Access to Records**; and

WHEREAS, the parties hereto have mutually agreed to add **Article XXXVI – "Taxes"** and; renumber **Article – Entire Agreement** to accommodate the insertion of the aforementioned Article.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #003-S1310 shall be amended a second time as follows:

Articles II, III, and XXV are amended in their entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by all parties hereto and shall cover the period of September 1, 2012 through May 13, 2014, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled "Default, Termination, and Cancellation" or "Fiscal Considerations."

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoice(s) detailing services rendered.

It is a requirement of this Agreement that Contractor shall submit an original invoice, which shall act as a declaration that its contents have been reviewed and approved by Contractor. Each invoice shall contain the following data:

- A. Contractor name, address, and telephone number.
- B. Services dates.
- C. Type of service(s) provided.
- D. Rate for each service and labor.
- E. Total amount billed to the County of El Dorado under the subject invoice and authorization.

The County shall not pay for unauthorized services, incomplete, or unsatisfactory services.

For services provided herein, County agrees to pay Contractor within forty-five (45) days following County's receipt and approval of itemized invoice(s) that details the services rendered.

Contractor is strongly advised to submit monthly invoices to HHSa no later than thirty (30) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which the Contractor provides services in accordance with the "Scope of Services." Failure to submit invoices by the 30th of the month following the end of a service month or failure for Contractor to ensure that original invoices are submitted may result in payment(s) being withheld until HHSa fiscal staff receives the appropriate documents. Receipt by HHSa of invoices submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement. Invoices shall be sent as follows:

<p><i>Please send invoices to:</i> County of El Dorado Health and Human Services Agency ATTN: Weatherization Program 937 Spring Street Placerville, CA 95667</p>

The total amount of this Agreement shall not exceed \$98,318.00.

ARTICLE XXV

Access to Records: Contractor acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. Contractor shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Contractor, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, Contractor shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

Article XXXVI is hereby added as follows:

ARTICLE XXXVI

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

Former Article XXXVI is hereby renumbered as Article XXXVII and shall read as follows:

ARTICLE XXXVIII

Entire Agreement: This Agreement for Services #003-S1310 and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

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Except as herein amended, all other parts and sections of that Agreement #003-S1310 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Michelle Hunter
Michelle Hunter,
Program Manager I
Health and Human Services Agency

Dated: 4/2/14

Requesting Department Head Concurrence:

By: Don Ashton
Don Ashton, M.P.A.,
Director
Health and Human Services Agency

Dated: 4/2/2014

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #003-S1310 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Norma Santiago, Chair
Board of Supervisors
"County"


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

By: _____
Deputy Clerk

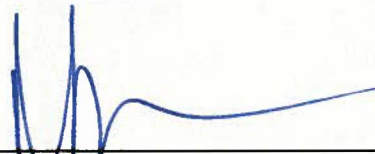
Dated: _____

-- CONTRACTOR --

SKI AIR INCORPORATED
A CALIFORNIA CORPORATION

By: 
Michael Lubinski,
President
"Contractor"

Dated: 04/07/14

By: 
Corporate Secretary

Dated: 04/07/14

HL