

Holt of California

FIRST AMENDMENT TO AGREEMENT #5188

THIS FIRST AMENDMENT to that Agreement for Services #5188 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 Holt of California, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 7310 Pacific Avenue, Pleasant Grove, California 95668, whose mailing address is Post Office Box 100001, Sacramento, California 95813, and whose local business address is 8900 Fruitridge Road, Sacramento, California 95821 (hereinafter referred to as "Lessor");

RECITALS

WHEREAS, Lessor has been engaged by County to rent various types of equipment for its Department of Transportation for maintenance, repair and construction related activities; such equipment includes, but is not limited to, excavators, tractors, lifts, cranes, dump trucks, graders, and loaders pursuant to Agreement #5188, dated November 17, 2020 incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$150,000, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update the County's notice recipient address, amending **ARTICLE XII, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement in accordance with Senate Bill 1489, the Levine Act, amending **ARTICLE XXV, Conflict of Interest**, and adding **Exhibit B, California Levine Act Statement**;

WHEREAS, the parties hereto desire to amend the Agreement to add new Articles to include updated contract provisions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Lessor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #5188 on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For the purposes hereof, the rental rates shall be

in accordance with Exhibit A, marked "Rate Schedule," incorporated herein and made by reference a part hereof. For incidental parts and supplies provided herein, County agrees to pay Lessor in arrears at reasonable rental rates and pricing in effect at the time of the rental or purchase. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoice(s) detailing all rental, time, mileage, service, transportation, refueling services, sales taxes, and other charges and sums in accordance with this Agreement. The basic daily, weekly, and the four (4) week rental will entitle County to a maximum of one (1) shift use (i.e., a maximum of eight [8] hours per day; forty [40] hours per week; one hundred sixty [160] hours per four [4] weeks). Use in excess of one (1) shift will be payable at the hourly rate of one-sixteenth (1/16) of the daily charge (for a daily rental), one-eightieth (1/80) of the weekly rental (for a weekly rental), and one-three hundred twentieth (1/320) of the four (4)-week charge (for a four (4) week rental); plus applicable taxes. The immediately preceding provision does not apply to occasional (two [2] hours or less) equipment use required to complete work already begun. All charges are subject to a final audit by Lessor. Rentals are Free on Board (F.O.B.) the originating Lessor branch unless otherwise specified. Reasonable shipping charges, but not transit damages, from such branch to County's destination and return will be paid by County. All rates for rentals in excess of four (4) weeks are subject to change only after the current rental period expires and upon thirty (30) days notice in writing.

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

County of El Dorado
Department of Transportation
2441 Headington Road
Placerville, California 95667
Attn.: Ashley Johnson, Sr. Administrative Analyst

or to such other location as County directs.

The total amount of this Agreement shall not exceed \$400,000, as amended, inclusive of all costs, taxes, and expenses.

II. ARTICLE XII, Notice to Parties, of the Agreement is amended in its entirety to read as follows:

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department of Transportation
2441 Headington Road
Placerville, California 95667

Attn.: Brian Mullens
Deputy Director
Maintenance and Operations
Division

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Lessor shall be addressed as follows:

Holt of California
Post Office Box 100001
Sacramento, California 95813
Attn.: John Johnson, Vice President

or to such other location as Lessor directs.

III. ARTICLE XXV, Conflict of Interest, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Lessor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Lessor covenants that during the term of this Agreement neither it, or any officer or employee of Lessor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Lessor becomes aware of a conflict of interest related to this Agreement, Lessor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XI, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Lessor shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Lessor, if any, to any officer of County.

IV. The following Article of the Agreement is added to read as follows:

ARTICLE XXXV

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of Agreement #5188 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #5188 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- HOLT OF CALIFORNIA --

By: _____ Dated: _____
John Johnson
Vice President
"Lessor"

By: _____ Dated: _____
Todd Thompson
Chief Financial Officer

Holt of California

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Lessor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual