

ORIGINAL

EPIC Aviation, LLC

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #539-O1311

THIS FIRST AMENDMENT to that Agreement for Services #059-O1311 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 EPIC Aviation, LLC., an Oregon limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 3871 Fairview Industrial Drive, Suite 100, Salem, Oregon, 97302 and whose mailing address is Post Office Box 12249, Salem, Oregon 97309 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide aviation fuel and related services for the Placerville and Georgetown Airports pursuant to Agreement for Services #539-O1311, dated August 14, 2013, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to replace the references to Community Development Agency with Community Development Services throughout the Agreement;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of March 19, 2018, for four (4) additional months, amending **ARTICLE II, Term**;

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

WHEREAS, the parties hereto desire to amend the Agreement to update County's contract administrator, amending **ARTICLE XXVI, Contract Administrator**;

WHEREAS, the parties hereto have mutually agreement to amend the Agreement to add **ARTICLE XXX, Audit by California State Auditor**; **ARTICLE XXXI, Conflict of Interest**; **ARTICLE XXXII, Nondiscrimination**; **ARTICLE XXXIII, Licenses**; **ARTICLE XXXIV, No Third Party Beneficiaries**; and **ARTICLE XXXV, Counterparts**, to reflect updated County contracting provisions;

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

I. All references to Community Development Agency throughout the Agreement are substituted with Community Development Services.

II. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall cover the period of March 20, 2013, to July 19, 2018.

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

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing 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
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Creighton Avila
Deputy Chief Administrative Officer

With a copy to:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

EPIC Aviation, LLC
P.O. Box 12249
Salem, Oregon 97309

Attn.: Kathleen Thomas

or to such other location as Contractor directs.

III. **ARTICLE XXVI, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Creighton Avila, Deputy Chief Administrative Officer, Community Development Services, Administration and Finance Division, or successor.

The Agreement is further amended to add the following Articles:

ARTICLE XXX

Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XXXI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XV, Default, Termination, and Cancellation, herein.

ARTICLE XXXII

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex;

Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXXIII

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXXIV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXV

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Except as herein amended, all other parts and sections of Agreement for Services #539-O1311 shall remain unchanged and in full force and effect.

Requesting Contract Administrator and Department Concurrence:

By: *CAA* Dated: 3/6/18

Creighton Avila
Deputy Chief Administrative Officer
Community Development Services
Administration and Finance

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #539-O1311 on the dates indicated below.


-- COUNTY OF EL DORADO --

By:  _____

Dated: 3/13/2018


Board of Supervisors
"County"

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

By:  _____
Deputy Clerk

Dated: 3/13/2018

-- EPIC AVIATION, LLC --

By:  _____
MARLA BECKHAM
Manager
"Contractor"

Dated: 3/16/18