

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7946

THIS FIRST AMENDMENT to that Agreement for Services #7946 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 DFC, INC., a corporation doing business as Advanced Helicopter Services, duly qualified to conduct business in the State of California, whose principal place of business is 17986 County Road 94B, Woodland, California 95695 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide helicopter repair services for the Sheriff's Office pursuant to Agreement for Services #7946 dated September 18, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to add language regarding travel, lodging, per diem, and mileage expenses, thereby inserting a paragraph after the first paragraph in **ARTICLE III, Compensation for Services**.

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. **ARTICLE III, Compensation for Services**, of the Agreement is amended to insert an additional paragraph following the first paragraph to read as follows:

ARTICLE III

Compensation for Services: Notwithstanding any other provision of this agreement to the contrary, payments to Contractor for travel, lodging, per diem, and mileage expenses, if applicable, for Contractor's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred. Any individual travel expense exceeding one hundred (\$100) dollars and any work requiring overnight stay must be approved in advance by County's Contract Administrator or designee. Contractor is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Contractor shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room and the County's Contract Administrator or designee has determined that the reasons are valid.

Except as herein amended, all other parts and sections of Agreement for Services #7946 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7946 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas
Wendy Thomas
Board of Supervisors
"County"

Dated: 8-13-24

ATTEST: Kim Dawson
Clerk of the Board of Supervisors

By: Kim Dawson
Deputy Clerk

-- ADVANCED HELICOPTER SERVICES --

By: Adam Burris
Adam Burris
Director of Services
"Contractor"

Dated: 7/31/2024

By: Patricia Laerstalot
Patricia Laerstalot
Corporate Secretary

Dated: 7/31/2024