

**Richard Alan Mapes  
doing business as  
Mapes Enterprises**

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES #6952**

**THIS FIRST AMENDMENT** to that Agreement for Services #6952 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 Richard Alan Mapes, a sole proprietor, duly qualified to conduct business in the State of California, doing business as Mapes Enterprises, whose principal place of business is 2536 Copper Way, South Lake Tahoe, California 96151 and whose mailing address is Post Office Box 13500, South Lake Tahoe, California 96151 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide snow removal, snow staking, and snow hauling services at various County facility parking lots, driveways, sidewalks, and walkways in the Lake Tahoe Basin for the Chief Administrative Office, Facilities Division pursuant to Agreement for Services #6952, dated October 31, 2022, 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 \$100,000, amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto desire to fully-replace **ARTICLE XXXVI, Conflict of Interest**, to include updated contract provisions, adding **Exhibit D, "California Levine Act Statement"**;

**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 for Services #6952 on the following terms and conditions:

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

The total amount of this Agreement, as amended, shall not exceed \$181,000, inclusive of all Work Orders and amended Work Orders, costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

- II. **ARTICLE XXXVI, Conflict of Interest**, is amended in its entirety to read as follows:

## **ARTICLE XXXVI**

**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 Contractor 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.

Contractor covenants that during the term of this Agreement neither it, nor any officer or employee of the Contractor, 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 Contractor becomes aware of a conflict of interest related to this Agreement, Contractor 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 XXV, Default, Termination, or Cancellation.

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

Except as herein amended, all other parts and sections of Agreement for Services #6952 shall remain unchanged and in full force and effect

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #6952 on the dates indicated below.


**--COUNTY OF EL DORADO--**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Purchasing Agent  
Chief Administrative Office  
"County"

**--RICHARD ALAN MAPES  
doing business as  
MAPES ENTERPRISES--**

By:   
Richard Alan Mapes, individually and  
doing business as Mapes Enterprises  
"Contractor"

Dated: 1-25-23

**Richard Alan Mapes**  
doing business as  
**Mapes Enterprises**

**Exhibit D**

**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 disclosure 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 Contractor'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 Officer(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 Officer(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.

1-25-23  
Date

*Richard A. Mapes*  
Signature of authorized individual

MAPES ENTERPRISES  
Type or write name of company

RICHARD A. MAPES  
Type or write name of authorized individual