

EPIC Aviation, LLC
doing business as
Air BP Aviation Services

FIRST AMENDMENT TO AGREEMENT FOR SERVICES # 568-S0811

THIS FIRST AMENDMENT to that Agreement for Services # 568-S0811 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, doing business as Air BP Aviation Services, whose principal place of business is 1790 16th Street S.E., Salem Oregon 97309, (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, Contractor has been engaged by County to provide aviation fuel and related services for the Placerville and Georgetown Airport Facilities pursuant to Agreement for Services # 568-S0811, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend Agreement for Services # 568-S0811 to clarify the services provided, amending **ARTICLE I, Scope of Work** and adding **Amended Exhibit A**;

WHEREAS, the parties hereto desire to amend Agreement for Services # 568-S0811 to extend the expiration date of February 11, 2011 for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend Agreement for Services # 568-S0811 to change Contractor's and County's notices recipients, amending **ARTICLE XV, Notice to Parties**;

WHEREAS, the parties hereto desire to amend Agreement for Services # 568-S0811 to change County's Contract Administrator, amending **ARTICLE XXIII, Administrator**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # 568-S0811 to add **ARTICLE XXVIII Confidentiality**; and

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 # 568-S0811, as follows:

The First Recital of the original Agreement is deleted in its entirety and the following First Recital is added in its place to read as follows:

WHEREAS, County has determined that it is necessary to obtain a Contractor for the provision of aviation fuel and related services for the Placerville and Georgetown Airport Facilities;

ARTICLE I, Scope of Services, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE I

Scope of Services: For the period beginning with the effective date of this Agreement and continuing until February 11, 2011, Contractor agrees to perform services necessary to provide aviation fuel and related services to the Placerville Airport located at 3501 Airport Road, Placerville, California 95667 and the Georgetown Airport located at 6245 Aerodrome Way, Georgetown, California. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Quotation Schedule," incorporated herein and made by reference a part hereof.

For the period beginning on February 12, 2011 and continuing through the remaining term of the Agreement, as amended, Contractor agrees to perform services necessary to provide aviation fuel and related services to the Placerville Airport located at 3501 Airport Road, Placerville, California 95667 and the Georgetown Airport located at 6245 Aerodrome Way, Georgetown, California. Services shall include, but not be limited to, those tasks as identified in Amended Exhibit A, marked "Amended Quotation Schedule," incorporated herein and made by reference a part hereof.

ARTICLE II, Term, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on February 11, 2012.

ARTICLE XV, Notice to Parties of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE XV

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
Department Of Transportation
2441 Headington Road
Placerville, California 95667

Attn.: Tom Celio,
Deputy Director of
Maintenance and Operations

With a Copy to:
County of El Dorado
Department Of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Janel Gifford,
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Air BP Aviation Services
1790 16th Street, S.E.
Salem Oregon 97309

Attn.: James E. Green, Vice President

or to such other location as Contractor directs.

ARTICLE XXIII, Administrator, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE XXIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Tom Celio, Deputy Director, Maintenance and Operations Division, Department of Transportation, or successor.

The original Agreement is further amended to add the following Article:

ARTICLE XXVIII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractors staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

Except as herein amended, all other parts and sections of Agreement for Services # 568-S0811 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: _____
Tom Celio
Deputy Director
Maintenance and Operations
Department of Transportation

Dated: _____

Requesting Department Concurrence:

By: _____
James W. Ware, P.E.
Director of Transportation

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # 568-S0811 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

--EPIC AVIATION, LLC
d b a
AIR BP AVIATION SERVICES--

By: _____

Dated: _____

James E. Green
Vice President
and Chief Financial Officer
"Contractor"

**EPIC Aviation, LLC
dba**

Air BP Aviation Services

Amended Exhibit A

Amended Quotation Schedule

JET-A and AVGAS 100LL Fuel

Contractor shall perform all services necessary to provide JET-A and AVGAS 100LL aviation fuel and related services. Pricing shall be in accordance with the provisions of **Article IV, Pricing**, and delivery shall be in accordance with the provisions of **Article V, Delivery**, of the Agreement. Delivery shall be within twenty-four (24) to forty-eight (48) hours from the time of the order.

Other Services:

Contractor shall provide the following services at no additional charge to County. All training and site visits shall be arranged at a time mutually agreeable to the Contractor and County and will be coordinated by the Contract Administrator.

- Annual fuel handling quality control audit including a site visit, inspection of all fueling facilities and procedures in effect and all documentation related to fuel handling for compliance with applicable regulations.
- On-site training for employees on the use of fuel handling equipment.
- Accredited two (2) day quality control seminars.
- Signs, decal and wind socks as required.
- Credit card billing and settlement process:

Credit card billing includes assembly of fuel delivery documentation within forty-eight (48) hours of fuel delivery; verification of the fuel delivery information; processing of invoices to County within seventy (72) hours of fuel delivery; and transmitting invoices to County via mail, facsimile or email as directed by County's Contract Administrator.

Credit card settlement includes daily settlement of electronic point of sale and card lock systems; posting of sales to County's designated account within twenty-four (24) to forty-eight (48) hours of close of business; and payment of Contractor fuel invoices from County's designated account.

Customers with Air BP VISA cards will receive a 0% processing fee and a 5% rebate for fuel purchases.

Contractor shall issue payments by check from fuel sales over fuel costs proceeds, semi-annually or at intervals determined by the Contract Administrator and agreed upon by Contractor.