

**AGREEMENT FOR SERVICES #6534
AMENDMENT I**

This First Amendment to that Agreement for Services #6534, 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 Ski Air Incorporated, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 5540 Merchant Circle, Placerville, California 95667 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide home energy weatherization related services to qualifying, low-income residents of El Dorado County on an "as requested" basis for the Health and Human Services Agency (HHSA), pursuant to Agreement for Services #6534 dated December 13, 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 \$300,000, for a new total not not-to-exceed amount of \$658,500, hereby amending **ARTICLE IV, Maximum Obligation**;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XXII, Notice to Parties** and **ARTICLE XXIV, Indemnity**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Conflict of Interest language, amending **ARTICLE XXVIII, Conflict of Interest**, and adding **Exhibit B**, marked "California Levine Act Statement";

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XXXIII, Administrator**;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this First Amendment to that Agreement #6534;

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 #6534 on the following terms and conditions:

1) ARTICLE IV, Maximum Obligation, of the Agreement is amended in its entirety to read as follows:

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$658,500, inclusive of all costs and expenses.

- 2) **ARTICLE XXII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXII

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as the County directs.

Notices to Contractor shall be addressed as follows:

SKI AIR INCORPORATED
5540 Merchant Circle
Placerville, CA 95667
ATTN: Travis Lubinski
travisl@skiair.com

or to such other location or email as the Contractor directs.

- 3) **ARTICLE XXIV, Indemnity**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIV

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence

or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

- 4) **ARTICLE XXVIII, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVIII

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 a Contractor 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, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. 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 as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor 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 Contractor, if any, to any officer of County.

- 5) **ARTICLE XXXIII, Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Margaret Williams, Program Manager, Community Services Division, Health and Human Services Agency (HHS), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHS has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHS Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

Except as herein amended, all other parts and sections of that Agreement #6534 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: *Margaret Williams* Dated: 11/18/2024
Margaret Williams (Nov 18, 2024 11:23 PST)
Margaret Williams
Program Manager, Community Services Division
Health and Human Services Agency

Requesting Department Head Concurrence:

By: *Olivia* Dated: 11/18/2024
Olivia Byron-Cooper (Nov 18, 2024 11:26 PST)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6534 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Chair
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- SKI AIR INCORPORATED --

By: *Michael Lubinski*
Michael Lubinski (Nov 20, 2024 10:54 PST)
Michael Lubinski
Chief Executive Officer
"Contractor"

Dated: 11/20/2024

By: *Matthew Lubinski*
Matthew Lubinski (Nov 20, 2024 10:59 PST)
Matthew Lubinski
Corporate Secretary

Dated: 11/20/2024

Ski Air Incorporated
Exhibit B
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 accepts, solicits, or directs 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, any elected official, and the chief administrative officer (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 contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution 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:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) 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:

If no, please type N/A.

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.

11/20/2024

Date

Ski Air Incorporated

Type or write name of company

Michael Lubinski
Michael Lubinski (Nov 20, 2024 10:54 PST)

Signature of authorized individual

Michael Lubinski

Type or write name of authorized individual