

Elite Control, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7528

THIS FIRST AMENDMENT to that Agreement for Services #7528 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 Elite Control, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 6334 El Dorado Street, El Dorado, CA 95623 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to assist its Sheriff's Office with the repair of its 1969 Thiokol Sprite Snow Cat pursuant to Agreement for Services #7528, dated April 13, 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 increase the not-to-exceed compensation amount of the Agreement to \$100,000.00, and to include a new fee schedule, amending **ARTICLE III, Compensation for Services**, and adding an amended **Exhibit A**;

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**, paragraph three of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services:

The total amount of this Agreement, as amended, shall not exceed \$ 100,000.00, inclusive of all costs and expenses.

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

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 Consultant 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.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, 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 Consultant becomes aware of a conflict of interest related to this Agreement, Consultant 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 XII, Default, Termination, or Cancellation.

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

- III. Exhibit A** to the Agreement is replaced in its entirety by the attached Exhibit A, incorporated herein by reference. All references in the Agreement to Exhibit A shall be deemed to refer to the Exhibit A attached to this First Amendment.

Except as herein amended, all other parts and sections of Agreement for Services #7528 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7528 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- ELITE CONTROL, INC. --

By:  _____
President
"Contractor"

Dated: 3-27-2025

By:  _____
Corporate Secretary

Dated: 3.27.2025

Amended Exhibit A



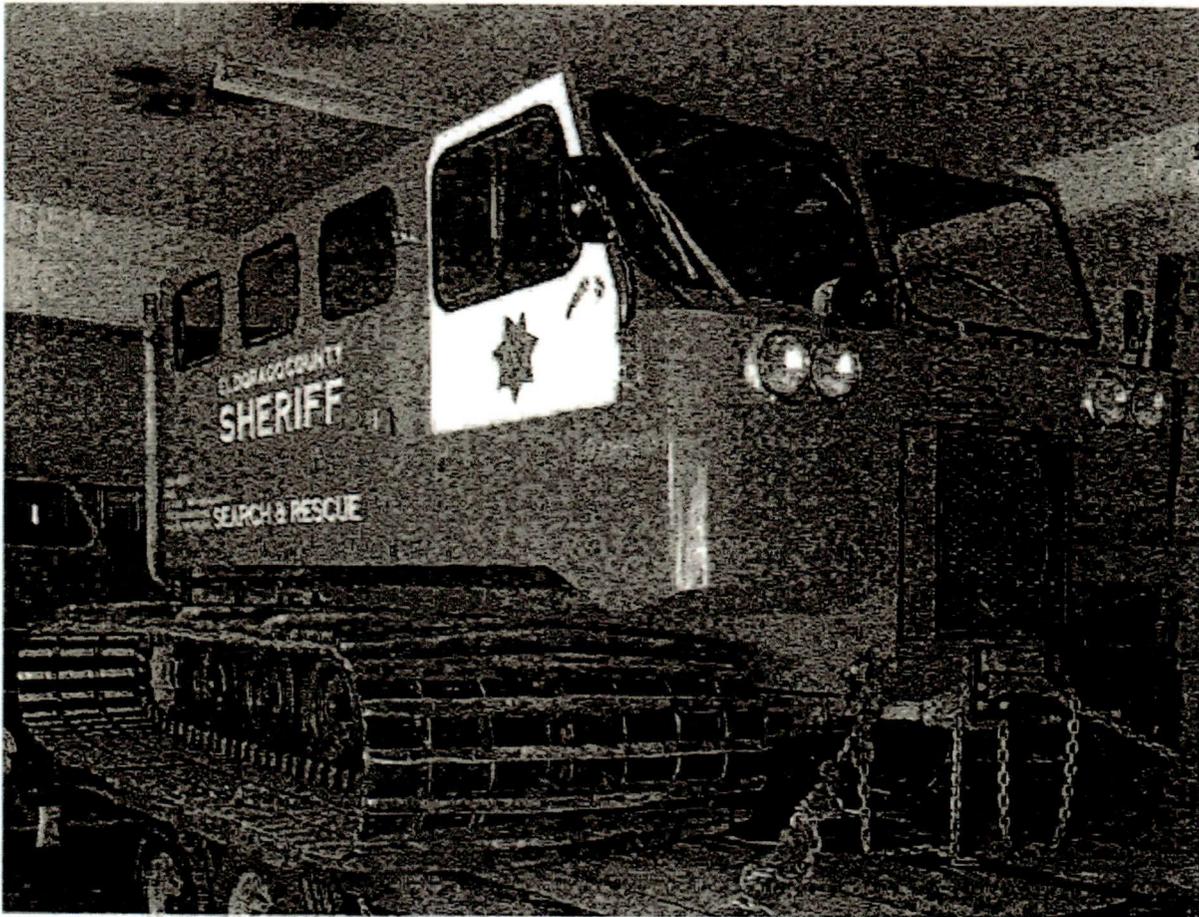
EXHIBIT A

ELITE CONTROL, INCORPORATED

ARTICLE II *"Because it Matters"*

EDSO
200 Industrial Dr.
Placerville, Ca. 95667

1969 Thiokol Sprite Restoration



This estimate is for restoration of a 1969 Thiokol Sprite snow cat. The work that will be done is very extensive. Time allotment for this project is 6 months, mainly for getting parts and materials to complete this project. We have enclosed a list of the work that will be performed on the snowcat. Some of the items that need to be installed as discussed will be provided by EDSO, radios, code 3 lights, and Flir camera, and anything else they would like to have installed, that is essential for the duties. We shall provide everything else that is not LE proprietary. Elite Control Inc is anticipating the cost to be estimated at \$50,000.00, providing no major issues are found or additions that are not on the list already. We will try to get as much as we can donated or at reduced costs. We will bill out every 2 weeks on progression of custom build. Pictures of the build progress will be taken along with all parts and material that will be put into a binder on final completion. Any member of the EDSO team is welcome to stop by and check progress. If you approve of everything listed and sign contract the first initial payment of \$12,000.00 is due, this is only to order the new motor asap since it can take up to 8-12 weeks to get.

Gerald Herrington III
President Elite Control Inc



Date 3-23-23

EDSO
Authorized Signature

Date _____

1969 Thiokol Sprite EDSO

Work to be done

Convert from Ford 300 16 to 4BTA diesel
TH400 transmission
Radiator cooling system
New cluster gauge is for motor
Heater for cabin
Sound deadening cabin to cut noise
Exhaust for engine
Air intake for engine
Transmission cooler
Check frame for any wear or cracks fix as needed
Check all wheel bearings replace as needed
Check snow tracks for any wear and breaks fix as needed
Fix leaks on axle
Repair steering and braking
All new electrical for chassis and cab
New Batteries
All new lighting code 3 and light bars
New radios for communication
Interior lights
Insulation inside cab
Raise rear of cab 18-24" Being mindful of total height (13'6")
New Paint scheme
Installing new stickers
Window Tinting
New flooring back cabin
Redo rear seating with added compartments
Add rear seat belts
Add roll cage to cabin
Add small ladder to back door
Back up camera
Install front snow blade
Reconfigure winching capabilities
Add mounts or places to put needed items.
Have covers made for tracks and complete cabin
Provide provision for block heater and battery tender on
exterior install new Flir camera
Build Rack for top of snow cat
Build ladder to get on top of snow cat
Fuel Tank for diesel

Estimated Cost Break Down

Discounted Hourly Labor rate \$50.00 Up to 600 hours.

Parts are at cost no markup. This does not reflect any donations or discounts that we will be actively working to get.

4BTA Engine & Th400 Transmission \$12,000.00
Custom Radiator and intercooler +/- \$2,000.00
Custom Gauges +/- \$2,900.00
Heater +/- +900.00
Sound deadening +/- \$2,000.00
Engine exhaust +/- \$1-, 000.00
Air Intake +/- \$500.00
Transmission cooler +/- \$400.00
Check frame / repair +/- \$0-\$1,500.00.
Wheel Bearings +/- \$600.00
Check snow tracts +/- \$0-\$1,500.00.
Axle Leak +/- \$500.00
Repair steering and Braking +/- \$700.00
Snow Cat electrical +/- \$2,000.00
Batteries +/- \$900.00
Code 3 Lighting provided by EDSO.
Radios Provided by EDSO
Insulation +/- \$500.00
Raising Cab +/- \$2,500.00
Paint +/- \$3,000.00
EDSO stickers Provided by EDSO
Window tinting +/- \$600.00
Rear Flooring +/- \$600.00
Rear Seating +/- \$1,800.00
Rear seat belts +/- \$700.00
Inside roll cage +/- \$3,000.00
Ladder for rear door +/- \$200.00
Back up Camera +/- \$500.00
Front Snow Blade +/- \$10,000
Reconfigure Winch +/- \$400.00.
Block Heater & Battery tender +/- \$350.00
Flir Camera provided by EDSO.
Rack for top +/- \$700.00
Ladder to access top +/- \$300.00
Fuel Tanks +/- \$1,000.00

License #517814
OFFICE: 530-622-4324
FAX: 530-622-4644

ELITE Control, INC
6100 ENTERPRISE DRIVE, SUITE A
DIAMOND SPRINGS, CA- 95619
www.EliteControl.NET

Elite Control, Inc.

Exhibit B

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 accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) 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 \$500 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:

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 \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

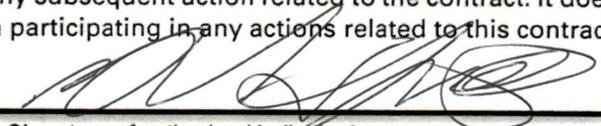
_____ YES NO

If yes, please identify the person(s) by name:

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.

3-27-25
Date

Elite Control, Inc
Type or write name of company


Signature of authorized individual

GERALD HERRINGTON III
Type or write name of authorized individual