

**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



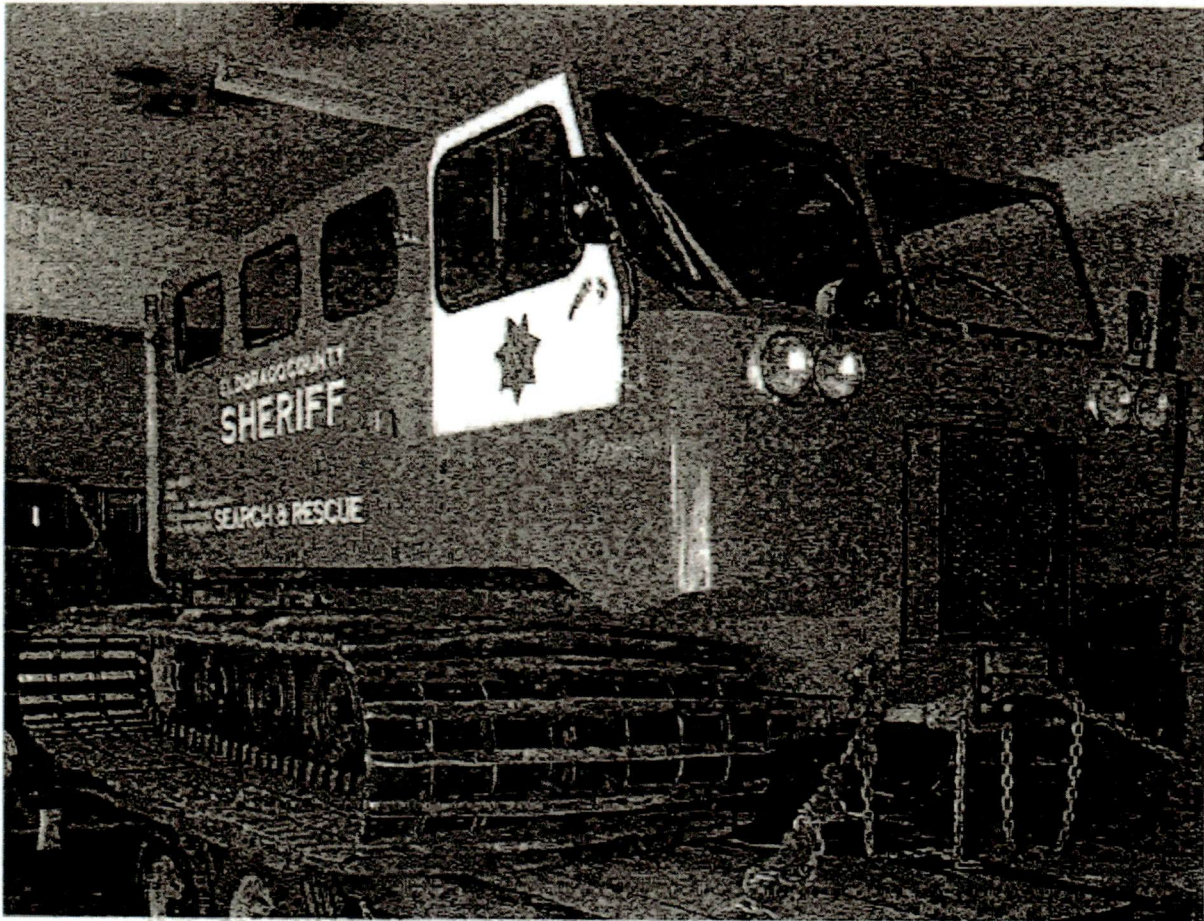
### EXHIBIT A

### 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 fat 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](http://www.EliteControl.NET)





**Elite Control, Incorporated**  
 License 817514  
 6334 El Dorado St  
 El Dorado, CA 95623  
 530-622-4324

# Invoice

Date	Service Order
2/5/2025	136249

Bill To
El Dorado County Sheriff's Dept 200 Industrial Drive Placerville, CA 95667

Service Address
El Dorado County Sheriff's Dept Snowcat 200 Industrial Drive Placerville, CA 95667

Date of Service	Terms	Due Date	P.O. Number	Srv Tech
2/5/2025	Net 30	3/7/2025	#7528	JHIII
Service Date	Item	Qty	Description of Work performed	Amount
2/5/2025	NEW EQUIPMENT INSTALL		NEW EQUIPMENT INSTALL: Snowcat Tracks	43,990.00T
2/5/2025	Freight & Delivery		Freight	1,000.00
TOTAL BALANCE IS DUE UPON RECEIPT To avoid finance charges, the balance must be paid in full by the due date. A periodic rate of 1% per month on the delinquent balance which is an ANNUAL PERCENTAGE RATE OF 18%. Minimum finance charge of \$1.00 per month.				
PART ON ORDER				Subtotal \$44,990.00
				Sales Tax (7.25%) \$3,189.28
				Total \$48,179.28
				Balance Due \$48,179.28



**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 X 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?

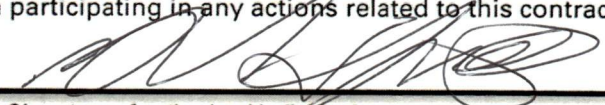
\_\_\_\_ YES X NO

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 L. HERRINGTON III  
Type or write name of authorized individual