

EPIC Aviation, LLC

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #3104

THIS FIRST AMENDMENT to that Agreement for Services #3104 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, whose principal place of business is 222 West Colinas Boulevard, Suite 1425N, Irving, Texas 75039 and whose mailing address is Post Office Box 12249, Salem, Oregon 97309 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide aviation fuel and related services for the Placerville and Georgetown Airports pursuant to Agreement for Services #3104, dated July 17, 2018 incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of July 19, 2023 for four (4) additional months, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update the department name in regards to the confidentiality and privileged nature of all records, amending **ARTICLE XI, Confidentiality**;

WHEREAS, the parties hereto desire to amend the Agreement to update the County and Contractor notice recipients, amending **ARTICLE XVII, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement in accordance with Senate Bill 1489, the Levine Act, amending **ARTICLE XXIII, Conflict of Interest**, and adding **Exhibit C, California Levine Act Statement**;

WHEREAS, the parties hereto desire to amend the Agreement to update the County's Contract Administrator, amending **ARTICLE XXX, Contract Administrator**;

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 #3104 on the following terms and conditions:

I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on November 19, 2023.

II. **ARTICLE XI, Confidentiality**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XI

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 Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Planning and Building Department 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.

III. **ARTICLE XVII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVII

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
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Chris Perry
Assistant Director

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95630

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

EPIC Aviation, LLC
Post Office Box 12249
Salem, Oregon 97309

Attn.: Maria L. Garton
Manager

With copy to:

13485 Veterans Way, Suite 600
Orlando, Florida 32827

Attn.: General Counsel

or to such other location as Contractor directs.

IV. ARTICLE XXIII, Conflict of Interest, of the Agreement 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 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, or any officer or employee of 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 XVI, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit C, 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.

- V. **ARTICLE XXX, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Chris Perry, Assistant Director, Planning and Building Department, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #3104 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #3104 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas

Dated: 7/18/23

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaffty
Deputy Clerk

Dated: 7/18/23

-- EPIC AVIATION, LLC --

By: Maria L. Garton
Maria L. Garton
Manager
"Contractor"

Dated: 7/14/2023

By: Amanda Bankowitz
Amanda Bankowitz
Chief Financial Officer

Dated: 7/13/2023

EPIC Aviation, LLC

Exhibit C

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 disclose 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 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 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:

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.

July 13, 2023

Date



Signature of authorized individual

EPIC Fuels

Type or write name of company

Amanda Bankowitz

Type or write name of authorized individual