

**AGREEMENT FOR SERVICES #276-S1411
AMENDMENT 1**

This Amendment 1 to that Agreement for Services #276-S1411, 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 5528 Merchant Circle, Placerville, CA 95667 (Mailing: P.O. Box 1054, El Dorado, CA 95623),(hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide heating and air conditioning system design, installation, and repair services, in accordance with Agreement for Services #276-S1411, dated December 18, 2013, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Article III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **Article IV – Prevailing Wage** and replace with **Article IV – Audit by California State Auditor**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #276-S1411 shall be amended a first time as follows:

- 1) **ARTICLE III – Compensation for Services** is hereby amended and replaced in its entirety as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoice(s) detailing services rendered.

For the purposes hereof, Contractor shall bill County as follows:

- A. Service call: \$80.00/call for diagnosis.
- B. Repair or replacement bids must include all parts and labor/~~prevailing wage~~ costs.

At the time of diagnosis and dependent upon instruction from County, if cost of repair or replacement of parts is less than or equal to \$300.00, inclusive of labor, Contractor may

perform necessary repairs or replacements and invoice County upon completion of work. HHSA Program Supervisor or HHSA Program Manager must approve said invoice prior to submission for reimbursement by County.

If said repair or replacement of parts and labor exceeds \$300.00, Contractor shall first obtain written approval from HHSA Program Supervisor or HHSA Program Manager before commencing with work.

It is a requirement of this Agreement that Contractor shall submit an original invoice, which shall act as a declaration that its contents have been reviewed and approved by Contractor. Each invoice shall contain the following data:

- A. Contractor name, address, and telephone number.
- B. Service Dates.
- C. Type of service(s) provided.
- D. Rate for each service (i.e. diagnosis, repair, or replacement) and labor.
- E. Total amount billed to the County of El Dorado under the subject invoice and authorization.

The County shall not pay for unauthorized services, incomplete, or unsatisfactory services.

Contractor is strongly advised to submit monthly invoices to HHSA no later than thirty (30) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with the "Scope of Services." Failure to submit invoices by the 30th of the month following the end of a service month or failure for Contractor to ensure that original invoices are submitted may result in payment(s) being withheld until HHSA fiscal staff receives the appropriate documents. Receipt by HHSA of invoices submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.

Invoices shall be sent as follows:

<i>Please send invoices to:</i>
County of El Dorado Health and Human Services Agency ATTN: Weatherization Program 937 Spring Street Placerville, CA 95667

The total amount of this Agreement shall not exceed \$475,000.00.

2) ARTICLE IV – Prevailing Wage is hereby removed and replaced in its entirety as follows:

ARTICLE IV

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

Except as herein amended, all other parts and sections of that Agreement #276-S1411 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Michelle Hunter
Michelle Hunter
Program Manager
Health and Human Services Agency

Dated: 4/18/16

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Don Ashton
Don Ashton, M.P.A.
Interim Director
Health and Human Services Agency

Dated: 4/19/2016

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #276-S1411 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6/7/16

By: [Signature]
Chair
Board of Supervisors
"County"

ATTEST:

~~Terri Daly, Acting Clerk~~ Jim Mitrisin, Clerk
of the Board of Supervisors

By: [Signature]
Deputy Clerk

Dated: 6/7/16

-- CONTRACTOR --

SKI AIR INCORPORATED
A CALIFORNIA CORPORATION

By: [Signature]
Michael Lubinski, President
Executive Director
"Contractor"

Dated: 5/4/16

By: [Signature]
Corporate Secretary

Dated: 5/4/16

JA

[Signature]