

## El Dorado County Chamber of Commerce

### FIRST AMENDMENT TO FUNDING AGREEMENT #470-F1611

**THIS FIRST AMENDMENT** to that Funding Agreement #470-F1611 made and entered into by and between the El Dorado County Air Quality Management District, a county air quality management district formed pursuant to California Health and Safety Code section 40100, et seq. (hereinafter referred to as "AQMD"), and El Dorado County Chamber of Commerce, (hereinafter referred to as "Grantee");

#### RECITALS

**WHEREAS**, Grantee has been engaged by AQMD to perform all activities and work necessary to complete the El Dorado Stay & Play Shuttle Project, pursuant to Funding Agreement #470-F1611, dated June 10, 2016, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend **ARTICLE II, Period of Performance/Timetable and Article III, Term**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, AQMD and Grantee mutually agree that Agreement #470-F1611 shall be amended a first time, as follows:

**ARTICLE II, Period of Performance/Timetable, of the Agreement is amended in its entirety to read as follows:**

#### **ARTICLE II**

**Period of Performance/Timetable:** Grantee shall commence performance of work and produce all work products in accordance with Exhibit A unless this Agreement is terminated sooner as provided for in ARTICLE IX, Termination.

Grantee shall submit periodic performance reports and a comprehensive final report. The periodic reports shall detail the work performed during the previous period; work planned for the next period; problems identified, solved, and/or unresolved; and the percentage of each task completed. Grantee shall provide AQMD with a comprehensive final written report by February 28, 2019. Said final report shall be complete and shall document the work performed under this Agreement.

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

#### **ARTICLE III**

**Term:** The term of this Agreement shall be effective upon final execution by the parties and shall cover the period from March 8, 2016, through February 28, 2019, unless terminated earlier in accordance with ARTICLE IX, Termination. All eligible Project costs, except for final report preparation costs, must be incurred prior to December 31, 2018.

Except as herein amended, all other parts and sections of Funding Agreement #470-F1611 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Funding Agreement #470-F1611 on the dates indicated below.

--COUNTY OF EL DORADO  
AIR QUALITY MANAGEMENT DISTRICT--

By:   
Dave Johnston  
Air Pollution Control Officer

Dated: 2/2/18

By: \_\_\_\_\_  
Board of Directors  
"AQMD"

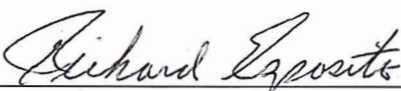
Dated: \_\_\_\_\_

Attest:  
James S. Mitrising  
Clerk of the Board

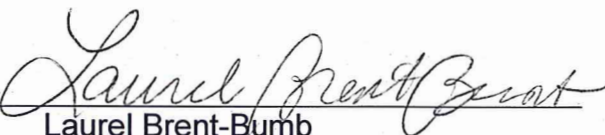
By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

--EL DORADO COUNTY CHAMBER OF COMMERCE--

By:   
Richard Esposito  
President  
"Grantee"

Dated: 2/2/18

By:   
Laurel Brent-Burns  
Chief Executive Officer and  
Corporate Secretary

Dated: 2/2/18