

**Wesley L. & Gertrude B. Wilkinson Revocable Trust, Barry J.  
Wilkinson Revocable Family Trust, Jane C. Wilkinson Trust, and  
Cindy W. Seip Separate Property Trust**

**FIRST AMENDMENT TO FUNDING AGREEMENT #249-F1711**

**THIS FIRST AMENDMENT** to that Funding Agreement #249-F1711 made and entered into by and between the El Dorado County Air Quality Management District, a county air pollution control district formed pursuant to California Health and Safety Code section 40100, et seq. (hereinafter referred to as "AQMD"); and Wesley L. & Gertrude B. Wilkinson Revocable Trust, Barry J. Wilkinson Revocable Family Trust, Jane C. Wilkinson Trust, and Cindy W. Seip Separate Property Trust (hereinafter referred to as "Grantee");

**WITNESSETH:**

**WHEREAS**, Grantee has been engaged by AQMD to perform all activities and work necessary to complete the Level 2 Electric Vehicle Charging Stations Project pursuant to Funding Agreement #249-F1711, executed on March 25, 2017, and ratified by the Board of Directors of the Air Quality Management District on April 25, 2017, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to specify the party to whom the reimbursement shall be paid, amending **ARTICLE IV, Compensation**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, AQMD and Grantee mutually agree that Agreement #249-F1711 shall be amended a first time, as follows:

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

**Compensation:** Following the full execution of this Agreement, AQMD will make one initial advance payment to Grantee in an amount equaling fifty percent (50%) of the contracted cost, following the receipt and verification of a current EVSE installation contract from a licensed electrician for the Project, executed by the Grantee. Additional advance payments will not be permitted.

AQMD will reimburse Grantee, in arrears, for the remaining Project costs. Reimbursable items include installed materials, equipment, labor, and permits required for installation. Reimbursement will occur after receipt, verification, and approval of submitted invoices. Invoices shall itemize costs for all labor, installed materials, equipment, permits, shall set forth the work completed pursuant to this Agreement, and shall reference this Agreement number on their faces.

Concurrently with the submission of any claim for payment, Grantee shall certify (through copies of invoices issued, checks, receipts, and the like) that complete payment has been made to any and all subcontractors as provided. Invoices and certification of payment shall be mailed or delivered to AQMD at the following address:

County of El Dorado  
Air Quality Management District  
330 Fair Lane  
Placerville, CA 95667  
Attn: Dave Johnston, Air Pollution Control Officer

Upon receipt of proper documentation and verification that Grantee has satisfactorily completed the work for which compensation is sought, and that the work is in accordance with ARTICLE II, Scope of Work, AQMD will issue payment to Grantee within thirty (30) calendar days of verification and approval.

The total obligation of AQMD under this Agreement shall not exceed \$8,000.00, inclusive of all expenses.

The amount to be paid to Grantee under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by Grantee.

Any compensation under this Agreement, which is not expended by Grantee pursuant to the terms and conditions of this Agreement by the Project completion date, shall automatically revert to AQMD. Only expenditures incurred by the Grantee in the direct performance of this Agreement will be reimbursed by AQMD.

Reimbursement to the Grantee shall be made payable to Barry J. Wilkinson at the following address:

Barry J. Wilkinson  
PO Box 780  
Placerville, CA 95667

Except as herein amended, all other parts and sections of Funding Agreement #249-F1711 shall remain unchanged and in full force and effect.

**Requesting Agreement Administrator Concurrence:**

By: \_\_\_\_\_  
Dave Johnston  
Air Pollution Control Officer

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

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Funding Agreement #249-F1711 on the dates indicated below.

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

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

Board of Directors  
"AQMD"

Attest:  
James S. Mitrising  
Clerk of the Board

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

**-- WESLEY L. & GERTRUDE B. WILKINSON REVOCABLE TRUST,  
BARRY J. WILKINSON REVOCABLE FAMILY TRUST,  
JANE C. WILKINSON TRUST,  
AND CINDY W. SEIP SEPARATE PROPERTY TRUST--**

**WESLEY L. & GERTRUDE B. WILKINSON REVOCABLE TRUST**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Wesley Wilkinson, Trustor and Trustee

**BARRY J. WILKINSON REVOCABLE FAMILY TRUST**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Barry J. Wilkinson, Trustor and Trustee

**JANE C. WILKINSON TRUST**

By: \_\_\_\_\_  
Jane C. Wilkinson, Settlor and Trustee

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

**CINDY W. SEIP SEPARATE PROPERTY TRUST**

By: \_\_\_\_\_  
Cindy W. Seip, Settlor and Trustee

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