

**FIRST AMENDMENT TO FUNDING AGREEMENT NO. 013-DMV-08/09-BOS  
WITH EL DORADO COUNTY FIRE SAFE COUNCIL**

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**This First Amendment to Agreement No. 013-DMV-08/09-BOS** made and entered into the 1<sup>st</sup> day of July, 2008 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 the **EL DORADO COUNTY FIRE SAFE COUNCIL**, (hereinafter referred to as "CONTRACTOR") hereby amends the Agreement to read as follows:

**4. A. PAYMENTS:**

**The AQMD shall reimburse CONTRACTOR monthly, in arrears, after receipt and verification is submitted to El Dorado County AQMD, Attention: Marcella McTaggart.**

Advance payments shall not be permitted. Payments will be permitted only at which time an equivalent service has been completed. The AQMD shall reimburse CONTRACTOR quarterly, in arrears, after receipt and verification submitted to El Dorado County AQMD, Attention: Marcella McTaggart. Payment shall be made to CONTRACTOR by the AQMD upon submission and approval of the CONTRACTOR'S invoice. Said invoice shall set forth the work completed pursuant to this Agreement.

Upon receipt of proper documentation, and verification that CONTRACTOR has satisfactorily completed the work for which compensation is sought and that the work is in accordance with the Exhibit Summary Sheet attached hereto, AQMD will issue payment to CONTRACTOR within forty five (45) calendar days of verification.

The amount to be paid to CONTRACTOR 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 the CONTRACTOR. The CONTRACTOR shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.


Concurrently with the submission of any claim for payment, CONTRACTOR 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.

It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne exclusively by CONTRACTOR.

In no event shall compensation paid by the AQMD to the CONTRACTOR for the performance of all services and activities under this Agreement exceed the amount set forth in paragraph 4 above.


**All other sections of the Agreement, dated the 1<sup>st</sup> day of July 2008 shall remain unchanged and in full force.**

**AGREEMENT ADMINISTRATOR CONCURRENCE:**

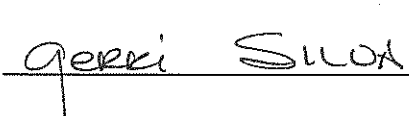
By:  Dated: 8-11-08

Marcella McTaggart  
Air Pollution Control Officer  
El Dorado County Air Quality Management District

**REQUESTING DEPARTMENT CONCURRENCE:**

By:  Dated: 8-11-08

Marcella McTaggart  
Air Pollution Control Officer  
El Dorado County Air Quality Management District

By:  Dated: August 12, 2008

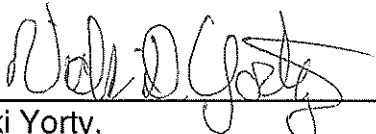
Gerri Silva, M.S., R.E.H.S  
Director  
El Dorado County Environmental Management Department

**IN WITNESS WHEREOF**, the parties hereto have caused this Amended Agreement to be executed as of the day and year first herein below written.

**CONTRACTOR**

EL DORADO COUNTY  
FIRE SAFE COUNCIL

Date: 8/14/08

By:   
Vicki Yorty,  
Executive Coordinator

**AQMD**

EL DORADO COUNTY AIR  
QUALITY MANAGEMENT DISTRICT

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rusty Dupray  
Chair

Attest:  
Cindy Keck,  
Clerk of the Board  
Date: \_\_\_\_\_

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