

City of Placerville

FIRST AMENDMENT TO FUNDING AGREEMENT #533-F1411

THIS FIRST AMENDMENT to that Funding Agreement #533-F1411 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 the **City of Placerville**, (hereinafter referred to as "Grantee")

R E C I T A L S

WHEREAS, Grantee has been engaged by AQMD to perform all activities and work necessary to complete the Light Duty Truck Replacement pursuant to Funding Agreement #533-F1411, dated September 15, 2014, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to revise Exhibit A and remove the reference to Exhibit B and Exhibit D, amending **ARTICLE I, Project**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of for two (2) additional years, amending **ARTICLE III, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to remove the sixty (60) day invoicing requirement, amending **ARTICLE V, Payments**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, AQMD and Grantee mutually agree that Agreement #533-F1411 shall be amended a first time, as follows:

- I. Exhibit A is replaced in its entirety with Exhibit A-1, attached hereto and incorporated herein by reference. All references to Exhibit A in the Agreement are substituted with Exhibit A-1. Exhibit B and Exhibit D are deleted in their entirety.
- II. **ARTICLE I, Project, of the Agreement is amended in its entirety to read as follows:**

Project: Grantee shall perform all activities and work necessary to complete the Light Duty Truck Replacement (hereinafter referred to as "Project"); as set forth in Exhibit A-1, marked "Amended Scope of Work" attached hereto and incorporated herein by this reference. Grantee agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein.

Grantee represents that Grantee has the expertise necessary to adequately perform the Project specified in Exhibit A-1.

In the event of any conflict between or among the terms and conditions of this Agreement, the conflict shall be resolved by giving precedence in the following order of priority:

1. The text of this Agreement;
2. Exhibit A-1, Amended Scope of Work; and
4. Exhibit C, marked "Budget";

III. 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 April 1, 2014, and shall expire on February 28, 2018 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, 2017.

IV. ARTICLE V, Payments, of the Agreement is amended in its entirety to read as follows:

ARTICLE V

Payments: Advance payments will not be permitted. Payments will be permitted only at which time an equivalent service has been completed. AQMD will reimburse Grantee in arrears, after receipt and verification of submitted invoices. Invoices shall be mailed to AQMD at the following address:

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

Payment will be made by AQMD upon submission and evaluation of Grantee's invoice of claim. Said invoice of claim shall set forth the work completed pursuant to this Agreement.

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 Exhibit A-1, AQMD will issue payment to Grantee within forty-five (45) calendar days of verification.

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. Grantee 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, 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.

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

In no event shall compensation paid by AQMD to Grantee for the performance of all services and activities under this Agreement exceed the amount set forth ARTICLE IV, Compensation.

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. Allowable expenditures under this Agreement are specifically established and included in Exhibit C, Budget.

Except as herein amended, all other parts and sections of Funding Agreement #533-F1411 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 #533-F1411 on the dates indicated below.

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

By: _____ Dated: _____

Board of Directors
"AQMD"

Attest:
James S. Mitrisin
Clerk of the Board

By: _____ Dated: _____
Deputy Clerk

-- CITY OF PLACERVILLE --

By: _____ Dated: _____

Pierre Rivas
Director
Development Services Department
"Grantee"

City of Placerville
Exhibit A-1
AMENDED SCOPE OF WORK

Materials

- 1) Grantee shall order the replacement partial zero emissions vehicle (PZEV).
- 2) Grantee shall notify AQMD upon delivery of the new vehicle.
- 3) Grantee shall invoice AQMD for the replacement vehicle after delivery and acceptance of the new vehicle and shall provide:
 - a. City's name, address, and tax ID number
 - b. Contract number and the amount
 - c. Original vendor invoice
- 4) Grantee shall remove the 1991 Ford F150 out of service and provide AQMD verification of dismantling or destruction of vehicle after acceptance of the new vehicle.

Acknowledgement

Grantee shall acknowledge grant funding by prominently posting the statement, "Funded by a Grant from the El Dorado County Air Quality Management District", on:

- 1) All press releases and marketing activities.
- 2) All printed flyers.
- 3) City of Placerville Website.

Reporting

A final comprehensive Project report shall be prepared by Grantee and submitted to AQMD by February 28, 2018. The final report shall contain:

- 1) Vendor invoice,
- 2) Certificate of dismantling or destruction for 1991 Ford F150,
- 3) Copies of any press releases and fliers,
- 4) Photo of new vehicle,
- 5) Printed page of acknowledgement on website.