

ORIGINAL

American River Recreation Association

FIRST AMENDMENT TO FUNDING AGREEMENT #595-F1411

THIS FIRST AMENDMENT to that Funding Agreement #595-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 **American River Recreation Association**, (hereinafter referred to as "Grantee");

RECITALS

WHEREAS, Grantee has been engaged by AQMD to perform all activities and work necessary to complete the AB2766 Coloma Shuttle pursuant to Funding Agreement 595-F1411, dated April 30, 2014, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend Exhibit A and **ARTICLE V, Payments**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, AQMD and Grantee mutually agree that Funding Agreement #595-F1411 shall be amended a first time, as follows:

Exhibit A is replaced in its entirety with an Amended Exhibit A, attached hereto and incorporated herein by reference. All references to Exhibit A throughout the Agreement are substituted with Amended Exhibit A.

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

ARTICLE V

Payments: Additional advance payments, beyond the initial \$20,000.00 advance payment, will not be permitted. Payments will be permitted only at which time an equivalent service has been completed. AQMD will reimburse Grantee monthly, 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 shall 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, Scope of Work, 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 # 595-F1411 shall remain unchanged and in full force and effect.

Requesting Agreement Administrator Concurrence:

By: 
Dave Johnston
Air Pollution Control Officer

Dated: 12/3/15

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Funding Agreement #595-F1411 on the dates indicated below.

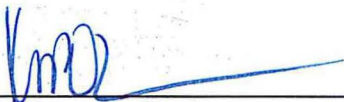
-- COUNTY OF EL DORADO --

By: 

Dated: 12/15/15


Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 12/15/15

-- AMERICAN RIVER RECREATION ASSOCIATION --

By: 
Howard Penn
President/General Manager
"Grantee"

Dated: 11/13/2015

American River Recreation Association

Amended Exhibit A

AMENDED SCOPE OF WORK

Non-Profit Organization

Grantee shall operate through the American River Recreation Association (ARRA) non-profit organization and shall:

- 1) Obtain vehicle insurance.
- 2) Obtain operating permits.
- 3) Establish and utilize an accounting and payroll system.
- 4) Create a website to promote the program and provide a reservation system.
- 5) Hire a shuttle coordinator.
- 6) Hire properly licensed drivers.

Shuttle Operations

Grantee shall provide up to 255 days of shuttle services to non-commercial or non-profit recreational users along the South Fork of the American River from Chili Bar to Skunk Hollow from March through December 2014 and March through December 2015 by:

- 1) Maintaining shuttle vans in a safe operable condition and provide copies of maintenance records and California Highway Patrol inspection reports.
- 2) Employing only properly trained and licensed drivers.
- 3) Maintaining website with shuttle reservation, schedule, usage, acknowledgement and contact information.
- 4) Publishing press releases announcing availability of shuttle.
- 5) Marketing shuttle service with local businesses, agencies and private users groups.
- 6) Receiving shuttle reservations by telephone, email or social media.
- 7) Posting shuttle schedules and all reservations on website.
- 8) Educating public on proper shuttle services usage.
- 9) Providing shuttle service to river runners, hikers, anglers, campers, special event patrons and other recreational users and their recreational equipment.
- 10) Tracking and recording number of one way rider trips and shuttle service mileage for use in reporting and any future grant proposals to AQMD.
- 11) Shuttle service shall not be provided to commercial or private-sector outfitters under the terms of this Agreement.

Community Events

- 1) Grantee may provide shuttle service to local community event patrons from parking lots to event venues.
- 2) Grantee shall track and record number of one way rider trips and shuttle service mileage for use in reporting and any future grant proposals to AQMD.

Acknowledgement

Grantee shall acknowledge grant funding by prominently posting the statement, "Shuttle service 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) Signage on both exterior sides of each van used in project. Van signage must be clearly visible from a distance of a minimum of 75 feet.
- 4) Coloma Shuttle Website.

Reporting

Quarterly performance reports shall be prepared by grantee and submitted to AQMD after the end of each calendar quarter during which grant funded activities occurred. Reports must provide sufficient information to allow AQMD to ensure project is on schedule and within parameters approved by AQMD. If no work has been completed during a quarter, contractor shall notify AQMD in writing. Reports shall include:

- 1) Agreement number, contractor name and reporting period.
- 2) Description of work completed arranged according to tasks in scope of work.
- 3) Brief description of work to be conducted during remainder of agreement term.
- 4) Payment request, itemization of expenditures and supporting documentation. Each payment request must document contractor's matching expenditure for project costs. Payment requests may be submitted monthly.
- 5) Documentation of shuttle emission reduction benefits education efforts including information disseminated and numbers of public addressed.
- 6) Documentation of marketing efforts with local businesses, agencies and private user groups.
- 7) Documentation of one way rider trips and shuttle service mileage.
- 8) The 20% match share may be obtained through accumulative calculations of invoices.

A final comprehensive project report shall be prepared by grantee and submitted to AQMD by February 29, 2016. Final report shall include items 1, 2, 4, 5, 6 and 7 and photographs depicting shuttle operations.