

IOWA DEPARTMENT OF NATURAL RESOURCES

Amendment Number 5 to
CONTRACT NUMBER 16CRDPBJMANK-0034

Between

IOWA DEPARTMENT OF NATURAL RESOURCES
And
RA Outdoors, LLC dba Aspira

IN WITNESS THEREOF, the parties hereto have executed this Contract Amendment on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: Kayla Lyon Date: 8/19/2020
Kayla Lyon, Director

CONTRACTOR

By: Mark Trivette Date: 7/20/2020
RA Outdoors, LLC dba Aspira
Mark Trivette, CEO

This Contract Amendment shall not begin until it has been either (1) signed by both parties or (2) the Contract Amendment start date has occurred, whichever is later.

For DNR use only:

1. Retain a signed copy of the Contract in the project file and send a hardcopy with 1st invoice to Budget & Finance.
2. Please do one of the following:
 - a. Email scanned copy to christina.liams@dnr.iowa.gov (please name subject your Contract #);
 - b. Fax copy to 515-725-8201 (Attn: Christina liams); **OR**
 - c. Mail a copy of the contract to IOWA DNR, ATTN: Christina liams, 502 E 9th St, Des Moines IA 50319

This Contract Amendment is entered is between the Iowa Department of Natural Resources (DNR) and RA Outdoors, LLC dba Aspira (Contractor). The parties agree as follows:

Section 1 Statement of Purpose

1.1 Purpose. This Contract Amendment extends the tasks to the Original Contract, including all previous Amendments.

Section 2 Duration of Contract Amendment

2.1 Term of Contract Amendment. The term of this Contract Amendment #5, shall be from November 7, 2020, through November 8, 2022, which is the ending date of the current Contract. However, this Amendment may be terminated earlier in accordance with the Termination section of the Original Contract. This Contract Amendment shall not begin until it has been signed by both parties. DNR shall have the sole option to amend the Original Contract, including all amendments, to add up to no more than six years total from the beginning date of the Original Contract.

Section 3 Contract Amendment Statement of Work

3.1 Statement of Work. The Contractor shall perform all tasks in the Original Contract, including all previous Amendments.

Section 4 COMPENSATION

4.1 Source of Funding. The source of funding for this Contract Amendment is Iowa Code Section 461A.47. According to that statute, DNR also is authorized to “fix fees for camping and other special privileges which shall be in such amounts as may be determined by the commission upon a basis of the cost of providing and reasonable value of such privileges. “

4.2 Non-Resident Permit Pilot Project. For the Non-Resident Permit Pilot Project contained in Amendment No. 3 to the Original Contract, Contractor shall be paid a lump sum of \$10,062.00 per year. DNR shall be invoiced monthly at the rate of \$838.50 per month for the term of this Amendment through June 30, 2022, since the park user fee pilot sunsets on July 1, 2022.

If DNR sells more than 2,515¹ annual permits during the term of this Amendment, then DNR shall pay Contractor 7.5% of the cost of each annual \$40.00 permit sold, or \$3.00 per permit.

If more than 2,515 annual permits are sold during the term of this Amendment, then the final invoice submitted for this Amendment shall request payment in the amount 7.5% the cost of those annual permits. The parties agree that the amount of this additional request for payment shall be subject to reconciliation and acceptance by DNR.

Section 5 EFFECT OF AMENDMENT ON ORIGINAL AGREEMENT PROVISIONS

All provisions of the Original Contract and previous Amendments shall remain in full force and effect unless specifically changed by this Contract Amendment.

¹ \$10,062.00 divided by a \$4.00 convenience fee to be charged by DNR for each annual permit sold online equals 2,515.
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