

**FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT
INSTALLATION OF WAYFINDING ELEMENTS AND
ESTABLISHMENT OF "ADOPT A TREE" PROGRAM IN NORTH
RICHMOND**

This Amendment is entered into effective November _____, 2022, by and between the County of Contra Costa, a political subdivision of the State of California ("County"), and The Watershed Project, a nonprofit public benefit corporation organized and existing under the laws of the State of California ("TWP").

RECITALS

A. The Parties have previously entered into a Reimbursement Agreement dated January 27, 2022 ("Agreement") for the design, construction, and maintenance by TWP of certain wayfinding elements along Wildcat Creek and the Watershed Connection Route in North Richmond and the establishment and implementation by TWP of an "adopt a tree" program in the North Richmond Community.

B. SCC has now amended the grant to County (Grant Agreement 19-111) to: (1) provide additional funding of \$41,000 to be passed through directly to TWP and; (2) extend the dates for completion of Project installation, invoicing, and maintenance of the Project improvements. The additional funding is to support increasing Tribal engagement in the planning process for the Project and increasing additional video and audio Indigenous storytelling elements in signage constructed under Task 4.3 of the Work Program, Watershed Connections Wayfinding and Interpretive Elements.

C. To implement the additional grant-funded work, the Parties now wish to amend the Agreement to add the above work, to increase the maximum reimbursement to TWP, and to extend the dates for completion of installation, invoicing, and maintenance of the Project improvements.

AMENDMENT

NOW, THEREFORE, the Parties agree as follows:

1. In Section 1 (Term) of the Agreement, the term is extended from December 31, 2042 to January 31, 2044.
2. In Section 2 (Improvements), the description of the wayfinding elements is amended to add the following additional work to be performed by TWP: increasing Tribal engagement in the planning process for the Project and providing additional video and audio Indigenous storytelling elements in signage constructed under Task 4.3 of the Work Program, Watershed Connections Wayfinding and Interpretive Elements.

3. In Section 10.A and D (Reimbursement to TWP), the maximum reimbursement to TWP is increased from \$150,000 to \$191,000 to reflect the \$41,000 increase in SCC grant funding.
4. Section 10.B (Reimbursement to TWP) is revised to read as follows:

“During the construction work, TWP shall submit to County for reimbursement periodic invoices detailing eligible Project costs at a frequency and in a form and detail approved by County. County will review the periodic invoices and submit a reimbursement payment, less 5% for contract retention, to TWP within 30 days of receipt of each invoice. All invoices for Project work, including the periodic invoices and the final invoice, must be submitted by TWP and received by the County no later than November 15, 2023. Otherwise, if any invoice is received after that deadline, it may not qualify for reimbursement from the SCC grant. County will review the final invoice and submit a reimbursement payment to TWP within 35 days of County’s acceptance of Project completion or County’s receipt of the final invoice and other items listed in Subsection C below, whichever is later. The final reimbursement payment will include all withheld retention, unless stop payment notices, bond claims, or other claims have been filed or asserted against the Project, in which case County will continue to hold retention as necessary to cover such claims.”
5. Section 10.C (Reimbursement to TWP) is revised to read as follows:

“Within 60 days of County’s acceptance of Project completion, but in no event later than January 15, 2024, TWP shall submit the following items to County: (a) a detailed final report listing all Project costs; (b) as-built drawings in ACAD reviewed and stamped by a civil engineer licensed in the State of California; and (c) all contractor and manufacturers’ warranties pertaining to the Project work.”
6. In Section 11 (Completion Deadline) of the Agreement, the deadline for TWP’s completion of installation of the Project is extended from December 31, 2022 to November 15, 2023. The end date for TWP’s maintenance of the Project improvements is extended from December 31, 2042 to January 31, 2044 (new SCC grant termination date).
7. In Section 14 (Ownership and Maintenance of Project Improvements), the end date for TWP’s maintenance of the Project improvements is extended from December 31, 2042 to January 31, 2044 (new SCC grant termination date).
8. Section 22 (Amendment) is revised to read as follows:

“This Agreement may be amended in writing at any time with the approval of both parties. For administrative amendments that do not increase the reimbursement limit to TWP specified in Section 10.D above or that involve additional grant funding provided by SCC, the approval and signatures of County’s Public Works Director or his designee and TWP’s Executive Director shall be sufficient to bind the parties.”
9. Except as amended above, all other terms and provisions of the Agreement shall remain in full force and effect.

CONTRA COSTA COUNTY, a political
subdivision of the State of California

THE WATERSHED PROJECT, a California
nonprofit public benefit corporation

By: _____
Brian Balbas, Public Works Director

By: _____
Name: Carrie Strohl
Title: Board Chair

By: _____
Name: Paul Randall
Title: Treasurer

APPROVED AS TO FORM: MARY ANN
MASON, County Counsel

APPROVED AS TO FORM:

By: _____
David F. Schmidt
Deputy County Counsel

By: _____
Legal Counsel