

**FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT
INSTALLATION OF SIDEWALKS, BIKE LANES AND
STORMWATER INFRASTRUCTURE 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 Urban Tilth, a nonprofit public benefit corporation organized and existing under the laws of the State of California ("Urban Tilth").

RECITALS

A. The Parties have previously entered into a Reimbursement Agreement dated March 1, 2022 ("Agreement") for the design, construction, and maintenance by UT of certain Project improvements (sidewalk, bike lane, and stormwater infrastructure) 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 to another nonprofit (The Watershed Project) that is constructing other grant-funded improvements; and (2) extend the dates for completion of installation, invoicing, and maintenance of the Project improvements.

C. To accommodate the additional grant funding and to implement the extension of the dates for completion of installation, invoicing, and maintenance of the Project improvements, the Parties now wish to amend the Agreement.

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. Section 10.B (Reimbursement to Urban Tilth) is revised to read as follows:

“During the construction work, Urban Tilth shall submit to County for reimbursement periodic invoices detailing eligible Project costs at a frequency and in a form and detail approved by County. For Urban Tilth staff charges, the invoices shall describe the work performed and shall list classifications, dates, hours, and rates, which shall be consistent with the rates set forth in Exhibit “C” (Schedule of Fees) attached to this Agreement. County will review the periodic invoices and submit a reimbursement payment, less 5% for contract retention, to Urban Tilth 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 Urban Tilth and received by the County no later than the following deadlines: (a) \$242,000 of the Project work must be invoiced to the County by December 15, 2022; the remaining \$180,000 of the

Project work must be completed and invoiced to the County by November 15, 2023. Otherwise, if any invoice is received after those deadlines, it may not qualify for reimbursement from the SCC grant. County will review the final invoice and submit a reimbursement payment to Urban Tilth 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."

3. Section 10.C (Reimbursement to Urban Tilth) 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, Urban Tilth 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."

4. In Section 11 (Completion Deadline) of the Agreement, the deadline for Urban Tilth's completion of installation of the Project is extended from December 31, 2022 to November 15, 2023. The end date for Urban Tilth's maintenance of the Project improvements is extended from December 31, 2042 to January 31, 2044 (new SCC grant termination date).
5. In Section 14 (Ownership and Maintenance of Project Improvements), the end date for Urban Tilth's maintenance of the Project improvements is extended from December 31, 2042 to January 31, 2044 (new SCC grant termination date).
6. 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 Urban Tilth 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 Urban Tilth's Executive Director shall be sufficient to bind the parties."

7. Except as amended above, all other terms and provisions of the Agreement shall remain in full force and effect.

[Signature page follows]

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

URBAN TILTH, a California nonprofit public
benefit corporation

By: _____
Brian Balbas, Public Works Director

By: _____
Name: Dana Perls
Title: Chairperson of the Board

By: _____
Name: Jen Loy
Title: Secretary

APPROVED AS TO FORM: MARY ANN
MASON, County Counsel

APPROVED AS TO FORM:

By: _____
David F. Schmidt
Deputy County Counsel

By: _____
Katharine G. Wellman
Special Counsel for Urban Tilth