

# Attachment B

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**AMENDMENT NO. 1  
TO REIMBURSEMENT AND FUNDING AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
THE BIG SUR LAND TRUST  
FOR THE  
CARMEL RIVER FLOODPLAIN RESTORATION AND  
ENVIRONMENTAL ENHANCEMENT PROJECT**

**THIS AMENDMENT NO. 1** to Reimbursement Agreement No. A-15537 (“Agreement”) between the County of Monterey, a political subdivision of the State of California (“County”) and Big Sur Land Trust, a California nonprofit public benefit corporation (“BSLT”) is hereby entered into between the County and the BSLT (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

**WHEREAS**, the County and BSLT are co-sponsors of the Carmel River Floodplain Restoration and Environmental Enhancement (“CRFREE”) Project (“PROJECT”) with the County acting as the Lead Agency under California Environmental Quality Act (CEQA) for the PROJECT;

**WHEREAS**, the PROJECT is intended to be entirely grant funded to the greatest extent feasible;

**WHEREAS**, the County has certified an Environmental Impact Report/Environmental Assessment for the PROJECT;

**WHEREAS**, the County’s Wildlife Conservation Board (“WCB”) grant (“WCB Grant”) will pay for a portion of the restoration design and implementation activities of the PROJECT;

**WHEREAS**, the County and BSLT have identified the need to expand the Scope of Services to meet deliverables for the County’s CRFREE Department of Water Resources (DWR) Flood Corridor Grant No. 460010665 from which the County will reimburse BSLT; and

**WHEREAS**, the Parties wish to further amend the Agreement to update the Scope of Services and increase funding by \$100,000 for a new not to exceed amount of \$587,050 to allow for completion of restoration design and implementation of activities using funds from the County-held CRFREE Wildlife Conservation Board and Department of Water Resources Flood Corridor grants.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Add to Paragraph 3. Reimbursement, to read as follows:
  - f. County also has received a grant from the Department of Water Resources (DWR) Flood Corridor Program to pay for a portion of the PROJECT’s restoration design and implementation and is attached hereto as Exhibit 2 and incorporated herein by reference.
2. Amend Paragraph 3. Reimbursement, a. BSLT Consultant Invoices, Certification & Payment, to replace “WCB Grant” with “WCB and DWR grants.”

3. Amend Paragraph 3. Reimbursement, b. Maximum Reimbursement Under Agreement, to read as follows:

The Maximum Reimbursement which COUNTY will reimburse BSLT under this AGREEMENT is \$587,050.00 (five hundred eighty-seven thousand fifty dollars).

4. Amend Paragraph 3.c.i. (4) to read as follows:

(4) all other information and supporting documentation required by the terms of the WCB and DWR grants and County.

5. Amend Paragraph 3. Reimbursement, d. Grant Compliance, i. to read as follows:

County's obligation to reimburse BSLT under this AGREEMENT is conditioned upon BSLT, and invoiced work under the BSLT Consultant contract, being in compliance with applicable terms of the WCB and DWR grants, including without limitation the following:

6. Amend Paragraph 3. Reimbursement, d. Grant Compliance, i. (1), (2), and (3), to add the acronym "WCB" directly in front of "Grant Agreement."

7. Amend Paragraph 3. Reimbursement, d. Grant Compliance, i. to add:

(4) Develop the Final Restoration Plan to meet the DWR grant deliverable to subtask 2.3: Restoration Plan by April 30, 2023.

8. Amend Paragraph 3. Reimbursement, d. Grant Compliance, ii. to replace "WCB Grant" with "WCB and DWR grant."

9. Amend Paragraph 3. Reimbursement, e. Grant Repayment Obligation, i., ii., and iii., to add directly after the acronym "WCB" "and DWR."

10. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

11. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Erik V. Lundquist, AICP, Director  
Housing & Community Development

Date: \_\_\_\_\_

\_\_\_\_\_  
Big Sur Land Trust  
Contractor's Business Name

By: \_\_\_\_\_  
DocuSigned by:  
*Jeannette Tuitele-Lewis*  
(Signature of Chair, President or Vice President)

**Approved as to Form and Legality  
Office of the County Counsel-Leslie J. Girard**

\_\_\_\_\_  
Jeannette Tuitele-Lewis, President  
(Print Name and Title)

By: \_\_\_\_\_  
DocuSigned by:  
*Kristi Markey*  
C21D52A9D630411 Kristi A. Markey  
Deputy County Counsel

Date: 5/11/2022

Date: 5/11/2022

By: \_\_\_\_\_  
DocuSigned by:  
*Rich Hamilton*  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

\_\_\_\_\_  
Rich Hamilton, CFO  
(Print Name and Title)

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
DocuSigned by:  
*Gary Giboney*  
D3834BFEC1D8446 Auditor/Controller

Date: 5/12/2022

Date: 5/11/2022

**Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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