

Attachment C

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**AMENDMENT NO. 2
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 would be reimbursed;

WHEREAS, on June 21, 2022, Amendment 1 was approved 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; and

WHEREAS, the Parties wish to amend the Agreement to update the Scope of Services to include well repair up to an amount of \$45,500 for a new not to exceed amount of \$632,550 to allow for irrigation of restoration planting, to be split between 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. 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 \$632,550 (six hundred thirty-two thousand, five hundred and fifty dollars).

2. Add Paragraph 21. Consent to Use of Electronic Signatures to read as follows:

Consent to Use of Electronic Signatures. The parties to this Amendment consent to the use of electronic signatures via DocuSign to execute this Amendment. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Amendment hereby authenticate and execute this Amendment, and any and all Exhibits to this Amendment, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.

3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 2 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. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

BIG SUR LAND TRUST*

a California nonprofit public benefit corporation

By: _____

Contracts/Purchasing Officer

Contractor's Business Name

Date: _____

By: _____

(Signature of Chair, President or Vice President)

Approved as to Form and Legality

Office of the County Counsel

Leslie J. Girard, County Counsel

Jeannette Tuitele -Lewis, President/CEO

(Print Name and Title)

Date: _____

By: _____

Mary Grace Perry
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

Rupa Shah, Auditor Controller

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel-Risk Management

By: _____

N/A

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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