FIRST AMENDMENT TO RAINWATER CATCHMENT REBATE PROGRAM SUPPORT AGREEMENT

This First Amendment to Rainwater Catchement Rebate Program Support Agreement, dated May 5, 2022 ("Agreement") is made as of this _____ day of _____, 2023, by and between the City of Santa Rosa, a municipal corporation ("City"), and the Gold Ridge Resource Conservation District, a public agency ("GRRCD").

RECITALS

- A. On May 5, 2022, City and GRRCD entered into the Agreement as part of a multi-partner pilot program, funded through the Department of Water Resources' North Coast Integrated Regional Water Management Program, to collaborate in the development and implementation of a training program to promote household-level water storage through rainwater catchment.
- B. Pursuant to the Agreement, GRRCD agreed to contribute \$0.25 per gallon, up to a total of \$20,000, toward the per gallon rebate offered under the City's rainwater catchment incentive program ("Program").
- C. City and GRRCD now desire to amend the Agreement for the purpose of removing GRRCD's \$0.25 per gallon contribution cap and allowing the \$20,000 in available funding to be utilized for implementation of the City's Program.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Recital C of the Agreement is amended to read as follows:

"The grant-funded program will contribute to implementation of the City's Rainwater Harvesting Incentive Program ("Program") through September 30, 2024."

2. Section 3. CITY'S RESPONSIBILITIES

Section 3.3 of the Agreement is amended to read as follows:

"Program costs authorized for funding by GRRCD pursuant to this Agreement are for implementation of the Program, up to a total of \$20,000 through September 30, 2024."

3. Section 4. GRRCD'S RESPONSIBILITIES

Section 4.1 of the Agreement is amended to read as follows:

Amendment to Professional Services Agreement Form approved by the City Attorney 8-8-14 "<u>Funding</u>. GRRCD will provide reimbursement to City for implementation of the Program, up to a total of \$20,000 during the term of this Agreement."

4. Exhibit A of the Agreement is replaced by Exhibit A-1, which is attached to this First Amendment.

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:	CITY OF SANTA ROSA a Municipal Corporation
Name of Firm: Gold Ridge Resource Conservation District	By:
TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership Corporation Limited Liability Company _X Other (please specify:	Print Name: Title: APPROVED AS TO FORM:
Signatures of Authorized Persons: By:	Office of the City Attorney
Print Name: Brittany Jensen	
Title: <u>Executive Director</u>	

Attachment:

Exhibit A-1 – Rainwater Harvesting Program