

FIRST AMENDMENT TO THE COOPERATIVE FUNDING AGREEMENT
BETWEEN THE EAST BAY REGIONAL PARK DISTRICT AND CITY OF EMERYVILLE TO
DISBURSE FUNDS FOR MCLAUGHLIN EASTSHORE STATE PARK BIOSWALE AND PARK
IMPROVEMENTS PROJECT

This First Amendment to the Cooperative Funding Agreement referred to as "AMENDMENT", made and entered into on the ____ **day of MAY, 2025**, by and between the East Bay Regional Park District, hereinafter referred to as "EBRPD" and City of Emeryville, hereinafter referred to as "EMERYVILLE".

RECITALS

WHEREAS, EMERYVILLE and EAST BAY REGIONAL PARK DISTRICT have entered into the Agreement (as defined below); and

WHEREAS, EMERYVILLE and EAST BAY REGIONAL PARK DISTRICT desire to modify certain terms and conditions of the Agreement as set forth herein;

NOW, THEREFORE EMERYVILLE and EAST BAY REGIONAL PARK DISTRICT agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

- a. Agreement. The term "Agreement" shall mean the "Agreement between EMERYVILLE and the EAST BAY REGIONAL PARK DISTRICT for the Distribution of funds for McLaughlin Eastshore State Park Bioswale and Park Improvements Project" executed on or about October 3, 2024.
- b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Section II(3) currently reads as follows:

(3) To provide EBRPD the 90% design plans for review and approval.

Such section is hereby amended in its entirety to read as follows:

(3) To provide EBRPD the 35% and 90% design plans for review and approval.

b. New section II(6) is hereby added as follows:

(6) To commit to construction of the project provided it receives environmental clearance and grant funding remains available for construction.

c. New section III(8) is hereby added as follows:

(8) EMERYVILLE will continue to maintain the Stormdrain facilities that it owns on EBRPD land, and EBRPD will continue to maintain its land and all other improvements upon it pursuant to the EBRPD's standards and requirements. Responsibility for maintenance as between EMERYVILLE AND EBRPD is depicted in the Maintenance Responsibility Exhibit attached in Exhibit "B".

d. Exhibit "B" is amended to include the Maintenance Responsibility Exhibit.

**Cooperative Funding Agreement
McLaughlin Eastshore State Park Improvement Project**

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed by their respective officers, duly authorized as of the day, month, and year first hereinabove written.

CITY OF EMERYVILLE

EAST BAY REGIONAL PARK DISTRICT

By _____

(Signature of City Manager)

By _____

(Signature of General Manager)

LaTanya Bellow

(Print Name of Authorized Representative)

Sabrina B. Landreth

(Print Name of Authorized Representative)

Title: City Manager

Title: General Manager

Date: _____

Date: _____

Approved As To Form:

DocuSigned by:
By John Kennedy
2C934D02DB55467...
John Kennedy, City Attorney

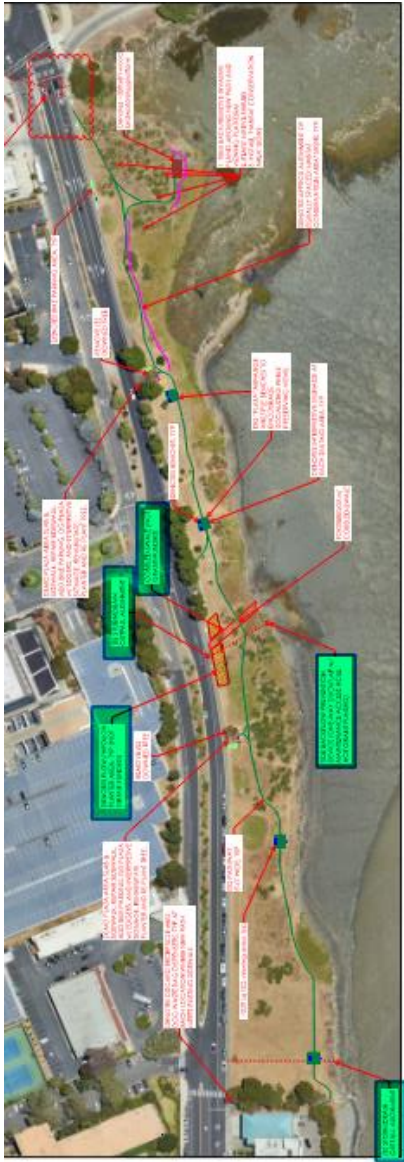
Cooperative Funding Agreement
McLaughlin Eastshore State Park Improvement Project

PROJECT MAP

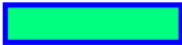


Cooperative Funding Agreement
McLaughlin Eastshore State Park Improvement Project

MAINTENANCE RESPONSIBILITY MAP



LEGEND

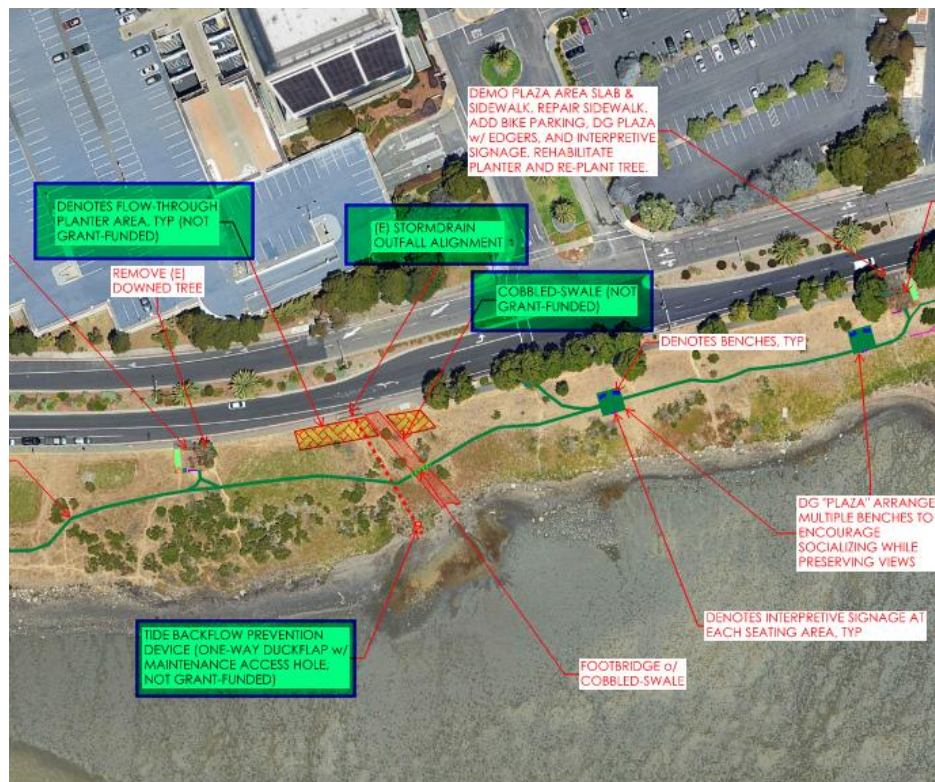


DENOTES PROJECT SCOPE ITEMS THAT WILL BE THE
MAINTENANCE RESPONSIBILITY OF THE CITY OF EMERYVILLE

NOTES:

- 1. THE CITY OF EMERYVILLE WILL CONTINUE TO MAINTAIN STORMWATER DRAINAGE INFRASTRUCTURE.
- 2. EBRPD WILL CONTINUE TO MAINTAIN THE PARK LAND AND ITS AMENITIES, NOT INCLUDING THE STORMWATER DRAINAGE INFRASTRUCTURE.
- 3. EBRPD Amenities are subject to change based on final approved design.

Cooperative Funding Agreement McLaughlin Eastshore State Park Improvement Project



Cooperative Funding Agreement McLaughlin Eastshore State Park Improvement Project

