

RICHARDSON BAY REGIONAL AGENCY / COASTAL POLICY SOLUTIONS
CONTRACT AMENDMENT #1

This First Amendment to the Professional Services Contract is made and entered into this ninth day of July, 2026 by and between Richardson Bay Regional Agency, hereinafter referred to as "Agency," and Coastal Policy Solutions, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, on September 14, 2023, Agency and Contractor entered into a Professional Services Contract for professional consulting services for preparation, management and implementation of an Eelgrass Restoration and Adaptive Management Plan (RAMP), as set forth in the contract; and

WHEREAS, the scope of work under said Contract includes Contractor implementation of an eelgrass habitat restoration project designed pursuant to the RAMP, funded by a grant from the US Environmental Protection Agency, and on track to be successfully completed by June 30, 2027; and

WHEREAS, the Agency in the first quarter of fiscal year 2026-27 will be awarded three additional (3) grants to fund projects consistent with the RAMP and pursuant to the Agency's goal of restoring and protecting eelgrass habitat in Richardson Bay; and

WHEREAS, the parties wish to continue to utilize Contractor for professional services to implement the grants the Agency is receiving to restore and protect eelgrass habitat pursuant to the RAMP; and

WHEREAS, pursuant to the Contract, the Agency and Contractor mutually agree to amend the Contract to increase the maximum amount of the contract, its time limit, and its scope of services to encompass implementation of additional eelgrass habitat restoration and protection grants awarded to the Agency,

NOW, THEREFORE, for and in consideration of the contract made, the parties agree to the following:

1. Maximum Cost to Agency: The first sentence of paragraph 4 of the Contract is hereby amended as follows:

In no event will the cost to Agency for the services to be provided herein exceed the maximum sum of \$6,596,000, including direct non-salary expenses.

2. Time of Contract: The first sentence of paragraph 5 of the Contract is hereby amended as follows:

This Contract shall commence on September 14, 2023 and shall terminate on December 31, 2029.

3. EXHIBIT "A": Shall be amended as follows:

a. A new Section 3 under "Scope of Consultant Work," as follows:

3. Implementation of the RAMP through additional RBRA grant-funded eelgrass habitat restoration and protection projects and their related activities.

The projects that Contractor shall implement include the following grant-funded projects awarded to Agency in the first quarter of fiscal year 2026-27. The scope of Contractor work shall include sub-contracting for technical services and other assistance as needed to fulfill the requirements of the applicable grant program, in conformity with purposes and limitations of the grant funding and in compliance with Contract between Agency and Contractor. The terms of each grant as listed below and their required deliverables, are incorporated into the Scope of Consultant Work by this reference.

a. **Marin Community Foundation *FY26 Sea Level Rise Small Grants Pilot Program of its Building Resilient Communities Initiative*** for the project *Richardson Bay Eelgrass Monitoring – Advanced Methods to Assess Habit Health* to support monitoring, and thereby enhancing, eelgrass restoration in Richardson's Bay. Grant award: \$250,000. Timeline: Completion by June 30, 2027.

b. **San Francisco Bay Restoration Authority Measure AA** grant to fund restoration of at least ten acres of eelgrass habitat. Estimated grant award: \$1,900,000. Timeline: Completion by approximately August 31, 2029.

c. **US Environmental Protection Agency (EPA) San Francisco Bay Water Quality Improvement Fund (SFBWQIF)** grant to remove marine debris from Richardson Bay, and restore eelgrass beds in the bay, and associated outreach, education, and habitat monitoring activities. Estimated grant award: \$3,051,000. Timeline: Completion by December 31, 2029.

b. "Consultant Deliverables" shall be amended as follows:

Introductory paragraph shall be amended to read: "As outlined in the Consultant Scope of Services, the Consultant is expected to deliver to the Agency the following documents and materials during and through the course of the contract, in addition to the initial deliverables of achieving a minimum of 15 acres of eelgrass restoration under implementation of the RAMP.

4) b) shall be amended to read: "Progress on achieving eelgrass restoration goals as contained in the scope of the grant-funded projects."

A new 4) d) shall be added to read: "Progress on any other elements of the grant-funded programs implemented by Contractor under this contract that are not listed above."

A new 4) e) shall be added to read: "The terms of each grant project contained in this Contract's Scope of Work, and required deliverables, are incorporated by this reference."

2. **EXCEPT** as expressly modified by this First Amendment, all other terms and conditions of the Contract, not specifically modified, amended or superseded herein, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized agents on the day and year first above written.

CONTRACTOR:

Coastal Policy Solutions

By: Rebecca Schwartz-Lesberg

Name: Rebecca Schwartz-Lesberg

Title: Contractor

Date: 07/06/2026

APPROVED BY:

Richardson Bay Regional Agency

By: _____

Name: Brad Gross

Title: Executive Director

Date: _____

APPROVED AS TO FORM:

Jenna J. Brady

Counsel to Richardson Bay Regional Agency

Date: _____