

**THIRD AMENDMENT TO CHEVRON MODERNIZATION PROJECT  
ENVIRONMENTAL AND COMMUNITY INVESTMENT AGREEMENT**

**BETWEEN**

**THE CITY OF RICHMOND**

**AND**

**CHEVRON PRODUCTS COMPANY,**

**A DIVISION OF CHEVRON U.S.A. INC.**

THIS THIRD AMENDMENT TO THE CHEVRON MODERNIZATION PROJECT ENVIRONMENTAL AND COMMUNITY INVESTMENT AGREEMENT (the “Third Amendment”) is made as of this \_\_\_ day of \_\_\_\_\_, by and between the City of Richmond, a California municipal corporation and charter city (“City”) and Chevron Products Company, a division of Chevron U.S.A., Inc. (“Chevron”).

**RECITALS**

- A. On July 29, 2014, the Richmond City Council approved the Chevron Refinery Modernization Project Environmental and Community Investment Agreement (Agreement) between Chevron and City. The Agreement provides for the investment of Ninety Million Dollars (\$90,000,000) to the Richmond community over ten (10) years. The Agreement includes investments in community programs, a scholarship program, competitive community grants, community-based greenhouse gas reduction programs, and a photovoltaic solar farm.
- B. In April 2015, the parties amended the Agreement to provide clarification regarding the City’s uses of payments made by Chevron under the Agreement.
- C. In December 2015, the parties further amended the Agreement to modify the terms of the Scholarship Program funding. This amendment was memorialized both in the text of the Agreement and by terms set forth in the December 7, 2015 letter from William Lindsay, City Manager to Kory Judd, Refinery General Manager.
- D. City and Chevron desire to further amend the Agreement on the terms and conditions set forth in this Third Amendment to make clear that Agreement funds may be used to provide enrichment subsidies to community-based organizations and programs and to set forth the terms under which those funds may be spent.
- E. All capitalized terms used herein which are not defined shall have the meaning given such terms as defined in the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Chevron hereby agree to amend the Agreement as follows:

1. Amendments to the Agreement.

1.1 The heading for Section 3.F of the Agreement is hereby deleted in its entirety and replaced with the following:

**F. Competitive Grant Program; Exception for Emergency Support to Community Based Organizations**

1.2 Section 3.F(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

- (d) The expansion of existing, and/or the implementation of new service learning **and other** programs and activities designed to build a range of skills for infants, children, youth, and **their families**, including:
- (i) Personal (e.g., physical, social/emotional, life/career-planning, literacy and readiness)
  - (ii) Academic (e.g., literacy, mathematics, environmental science, public health, performing arts)
  - (iii) Technical: (e.g., engineering, technology)
  - (iv) **Enrichment: (e.g. support to arts, cultural, academic-enhancement organizations).**

The objective shall be to contribute to the education, skills, and training of future generations of Richmond residents to better enable them to secure meaningful employment, including in Project construction or operations, with Facility-related supply and service vendors, or in renewable energy jobs, **and to enrich the lives of Richmond residents by supporting community based organizations that provide enrichment opportunities to Richmond residents.**

**In response to the COVID-19 crisis, the City may utilize up to \$400,000 to support the following community organizations for fiscal year 2020-21, without a competitive grant process. For future years, the City should utilize the established competitive grant process for any ECIA funding:**

- A. Nurturing Independence Through Artistic Development (NIAD)**
- B. East Bay Center for the Performing Arts**
- C. Richmond Art Center (RAC)**
- D. Public Art Mini Grant programs**

## E. Richmond Police Activities League (RPAL)

2. Section 6.F. of the Agreement is deleted in its entirety and replaced with the following:

### **F. Entire Agreement.**

This Agreement, inclusive of Exhibit A and the December 7, 2015 letter from William Lindsay, City Manager to Kory Judd, Refinery General Manager, constitutes the entire agreement between the parties and it is expressly understood that the Agreement has been freely and voluntarily entered into by the parties with the advice of counsel, who have explained the legal effect of this Agreement. The terms of this Agreement are contractual and are not mere recitals. This Agreement may not be altered, modified, or otherwise changed in any respect except in writing, duly executed by the Parties or their authorized representatives.

3. Effective Date. This Third Amendment shall be effective as of the date first set forth above.

4. Effect of Third Amendment. Except as provided in this Third Amendment, all other terms of the Agreement, as amended, are unchanged and shall remain in full force and effect. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Third Amendment, the terms and conditions of the Third Amendment shall control.

5. Counterparts. This Third Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed by their properly authorized representatives as of the date and year first above written.

Chevron:

Chevron Products Company,  
a division of Chevron U.S.A. Inc.

\_\_\_\_\_  
Refinery General Manager

City:

City of Richmond, a California municipal  
corporation and charter city

\_\_\_\_\_  
City Manager

Approved as to Form:

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk