

Attachment A

**AMENDMENT NO. 7
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WESTERN OILFIELDS SUPPLY COMPANY DBA RAIN FOR RENT**

THIS AMENDMENT NO. 7 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Western Oilfields Supply Company dba Rain for Rent (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on April 28, 2016 (hereinafter, “Agreement”) to provide labor and/or equipment rental for common storm water pumping system elements required for storm water pumping projects (hereinafter, “services”) as needed by the County of Monterey, Department of Public Works, Facilities, & Parks through September 30, 2017 for an amount not to exceed \$10,000; and

WHEREAS, Agreement was amended by the Parties on September 13, 2017 (hereinafter, “Amendment No. 1”, including Exhibit A-1, Revised Rate Sheet) to extend the term for three (3) additional years through September 30, 2020, to update the Rate Sheet effective October 1, 2017, and to increase the amount by \$30,000 which resulted in a total not to exceed amount of \$40,000; and

WHEREAS, Agreement was amended by the Parties on September 28, 2020 (hereinafter, “Amendment No. 2”) to extend the term for seven (7) additional months through April 30, 2021 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 25, 2021 (hereinafter, “Amendment No. 3”) to extend the term for one (1) additional year through April 30, 2022 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on April 29, 2022 (hereinafter, “Amendment No. 4”) to update provisions, to extend the term for six (6) additional months through October 30, 2022, and to increase the amount by \$60,000 which resulted in a total not to exceed amount of \$100,000; and

WHEREAS, Agreement was amended by the Parties on October 31, 2022 (hereinafter, “Amendment No. 5”, including Exhibit A-2 – Revised Rate Sheet) to update the Revised Rate Sheet effective October 31, 2022 and to extend the term for eight (8) additional months through June 30, 2023 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 21, 2023 (hereinafter, “Amendment No. 6”, including Exhibit B – Federal Emergency Management Agency

Provisions) to extend the term for ten (10) additional months through April 30, 2024 and to increase the amount by \$85,000 which resulted in a total not to exceed amount of \$185,000; and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$165,000 for a total amount not to exceed \$350,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 7.

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

1. Amend the second sentence of Paragraph 2.01 under Section 2.0, "Payment Provisions", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$350,000.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
4. The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY
Debra R. Wilson, Contracts/Purchasing Officer

CONTRACTOR*
Western Oilfields Supply Company
dba Rain for Rent

By: _____

By: Paul Harrington
BB7A8838B21A49F...

Its: _____
(Print Name and Title)

Its: Paul Harrington, President/CEO
(Print Name and Title)

Date: _____

Date: 6/25/2023 | 5:58 AM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: David Schisler
EA06E7B29E26418...

By: Michael Whilden
0F98C5BE9B8F476...
Michael J. Whilden
Deputy County Counsel

Its: David Schisler, Assistant Corporate Secretary
(Print Name and Title)

Date: 6/27/2023 | 9:21 AM PDT

Date: 6/25/2023 | 9:36 PM PDT

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

By: Jennifer Forsyth
4E/E657B75454AE...

Its: Jennifer Forsyth Auditor-Controller Analyst II
(Print Name and Title)

Date: 6/27/2023 | 3:12 PM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel

By: _____

Its: _____
(Print Name and 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.