

**FIRST AMENDMENT
TO
THIRD REIMBURSEMENT AND FUNDING AGREEMENT
BETWEEN THE COUNTY OF MONTEREY
AND
THE MONTEREY COUNTY WATER RESOURCES AGENCY
FOR
PRELIMINARY ENGINEERING AND DESIGN; SPILLWAY MODIFICATION
FEASIBILITY; TECHNICAL SUPPORT; ENVIRONMENTAL CONSULTING;
CONTRACT LEGAL SERVICES; AND PROGRAM MANAGEMENT, RELATING TO
THE INTERLAKE TUNNEL PROJECT**

This First Amendment to the Third Reimbursement and Funding Agreement between the County of Monterey (“County”) and the Monterey County Water Resources Agency (“Agency”) is entered into for the sole purpose of including contract legal services related to the negotiation of a project labor agreement in the categories of expenses for which the Agency will be reimbursed by the County.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to amend the Third Reimbursement and Funding Agreement as follows:

1. Section 1 “Reimbursement and Funding” is amended to read (changes shown in underline/~~strikeout~~):

1. Reimbursement and Funding.

Subject to all other terms of this Third Reimbursement and Funding Agreement (“Agreement”) the County shall reimburse to the Agency up to the additional sum of \$971,000 (the “Reimbursement”) for the purpose of funding to perform Environmental Consulting Services Phase I work, ~~and~~ Program Management Services, and contract legal services for the negotiation of a Project Labor Agreement, up to and including the 218 process, such additional sum to be in addition to the sum of \$500,000 that was to be reimbursed under the First Reimbursement Agreement, and \$600,000 to be reimbursed under the Second Reimbursement Agreement.

The Reimbursement shall be provided to the Agency within 30 days working days of the receipt by the County of Agency documentation verifying covered expenditures. Documentation shall be submitted to the County Administrative Office as set forth in paragraph 11 (D), below.

2. Except as set forth in this First Amendment to the Third Reimbursement and Funding Agreement, all other terms of the Third Reimbursement and Funding Agreement remain in full force and effect.

First Amendment To Third Reimbursement And
Funding Agreement

3. This First Amendment, Third Agreement shall be attached to the Third Reimbursement and Funding Agreement and incorporated therein as if fully set forth in the Third Reimbursement and Funding Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Third Reimbursement and Funding Agreement as of the day and year written below:

DATED: _____

COUNTY OF MONTEREY

By _____

Lew C. Bauman
County Administrative Officer

APPROVED AS TO FORM AND LEGALITY FOR THE COUNTY

CHARLES J. MCKEE, County Counsel

By _____

Leslie J. Girard
Chief Assistant County Counsel

DATED: _____

WATER RESOURCES AGENCY

By _____

David E. Chardavoyne
General Manager, Water Resources Agency

APPROVED AS TO FORM AND LEGALITY FOR THE AGENCY

CHARLES J. MCKEE, County Counsel

By _____

Jesse J. Avila
Deputy County Counsel