

**AMENDMENT NO. 2 TO
THE AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
TCB INDUSTRIAL, INC.**

THIS AMENDMENT NO. 2 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and TCB Industrial, Inc., (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and the CONTRACTOR are referred to as the “Parties”).

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on April 25, 2024, and Amendment No. 1 on September 16, 2024; and

WHEREAS, the Parties wish to amend the Agreement with a dollar increase of \$275,000 for a total contract amount not to exceed \$640,000, to continue providing services identified in the Agreement.

NOW THEREFORE, the Agency and CONTRACTOR hereby agree to amend the agreement in the following manner:

1. Section 3, “**Payments to CONTRACTOR; maximum liability**” to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to the CONTRACTOR in accordance with the fee schedule set forth in Exhibit C. The maximum amount payable to CONTRACTOR under this contract is **Six Hundred Forty-Thousand dollars no cents (\$640,000.00).**

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Amendment No. 2 shall be attached to the original Agreement dated April 25, 2024.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 on the day and year written below.

MONTEREY COUNTY WATER
RESOURCES AGENCY

CONTRACTOR

General Manager

Dated:

Approved as to Form:

Chief Assistant County Counsel

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Administrative Analyst

Dated:

By:

Signature of Chair, President, or
Vice-President

Printed Name and Title

Dated:

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.