

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
ERROL L. MONTGOMERY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 1 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Errol L. Montgomery & Associates, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on November 1, 2024 (hereinafter, “Agreement”);

WHEREAS, the Parties wish to amend the Agreement with a dollar amount increase of \$150,000.00, not to exceed \$250,000.00, to continue providing services identified in the Agreement.

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

1. Amend Section 3, “Employment of Contractor”, to replace Exhibit A, “Scope of Work/Work Schedule”, with Exhibit C, “Revised Scope of Work.”
2. Amend Section 3, “Payments to CONTRACTOR; maximum liability”, to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the revised fee schedule set forth in Exhibit D. The maximum amount payable to the contractor under this contract is Two Hundred Fifty Thousand dollars (\$250,000.00)

Original Agreement	\$100,000
<u>Amendment No. 1</u>	<u>\$150,000</u>
Not to exceed total:	\$250,000

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

By: _____
General Manager

Date: _____

**Approved as to Form and Legality
Office of the County Counsel**

By: _____
Chief Assistant County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

By: _____
Administrative Analyst

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR

*Contractor Business Name

By: _____
(Signature of Chair, President or Vice President)

Title: _____
(Print Name and Title)

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Title: _____
(Print Name and Title)

Date: _____

*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.

Exhibit C- Revised Scope of Work

Contractor/Consultant shall continue to provide as-needed services listed in Exhibit A.

Additional scope of work for data collection test borehole project will include:

- Drilling a test borehole to the 750ft BGS depth determined in the Replacement Well Project
- Conducting all necessary geophysical and hydrologic surveys in borehole
- Analyze all data and results from the surveys and assist Agency Staff in the Final Well Design for the CSIP Replacement Well 11B02 Project
- Destroy the test borehole using approved methods of destruction for the State of California and Monterey County

Exhibit D-
Revised Fee Schedule
***Final Fee Schedule Pending**
but shall not exceed \$150,000*

Draft