AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND SALINAS VALLEY BARB WIRE

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 Salinas Valley Barb Wire (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 June 1, 2023 (hereinafter, "Agreement");

WHEREAS, the Parties wish to amend the Agreement with a dollar amount increase of \$325,000.00, not to exceed \$425,000.00, to continue providing services identified in the Agreement.

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

1. Amend Section 3, "Payments to CONTRACTOR; maximum liability", to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to the contractor under this contract is **Four Hundred and Twenty-Five Thousand dollars** (\$425,000.00)

Original Agreement \$100,000 Amendment No. 1 \$325,000 Not to exceed total: \$425,000

- 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

| MONTEREY COUNTY WATER RESOURCES AGENCY | CONTRACTOR: Salinas Valley Bar |
|---|--|
| By:General Manager | *Contractor Business Name |
| Date: | By:(Signature of Chair, President or Vice President) |
| | Title:(Print Name and Title) |
| Approved as to Form and Legality Office of the County Counsel | Date: |
| By:Assistant County Counsel | By:(Signature of Secretary, Asst. Secretary, CFO, |
| | (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) |
| Date: | Title:(Print Name and Title) |
| Approved as to Fiscal Provisions | Date: |
| By:Auditor-Controller | |
| Date: | |
| By: Administrative Analyst | |
| Date: | |
| Approved as to Indemnity, Insurance Provisions | |
| By:Risk Management | |
| 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.