AMENDMENT NO. 1 TO THE CONTRACT BETWEEN THE PAJARO REGIONAL FLOOD MANAGEMENT AGENCY AND THE MONTEREY COUNTY WATER RESOURCES AGENCY FOR THE PROVISION OF MAINTENANCE AND REPAIR SERVICES

THIS AMENDMENT NO. 1 to the Contract for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "MCWRA") and the Pajaro Regional Flood Management Agency, a joint powers agency (hereinafter, "PRFMA") is hereby entered into between the MCWRA and PRFMA (collectively, the MCWRA and PRFMA are referred to as the "Parties").

WHEREAS, PRFMA entered into a Services Agreement with the Agency on September 14, 2023 (hereinafter, "Agreement");

WHEREAS, the Parties wish to amend the Agreement for up to one year, to continue providing services identified in the Agreement.

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

1. Amend Section 1 (d), **"**Termination Date**"**, to read as follows: December 1, **2024**, unless terminated by the Parties per Section 15 below.

2. Amend Exhibit A, "SCOPE OF WORK", to read as follows:

   MCWRA staff will provide maintenance, repair and emergency response services on an as-needed basis to support the transition of the operations, maintenance, repair, replacement and rehabilitation ("OMRR&R") services that PRFMA has assumed on July 1, 2023 through a separate OMRR&R Assignment Agreement, for the Project. PRFMA will identify the activities and request assistance, in writing, from MCWRA to perform the services, in accordance with federal law, guidance, and any applicable version of the Federal Operation and Maintenance Manual. After receiving a request in writing, MCWRA will agree to perform the requested services, if available to do so, and complete the services as directed by PRFMA staff.

   Monterey County Public Law 84-99 Request for Expedited Assistance for Pajaro River Federal Levee Project Left Bank Breach Repairs identified three critical sites for repair by the U.S. Army Corps of Engineers. Site 1 has been completed but sites 2 and 3 may not be completed in 2023. Assistance on the two remaining critical repair projects is hereby requested. MCWRA staff hereby agrees to perform the Non-Federal Sponsor duties associated with supporting the USACE. These tasks may be completed in conjunction with PRFMA staff or, at PRFMA's written request, transferred back to PRFMA for completion without MCWRA's assistance. Any agreements associated with these projects will be coordinated with PRFMA and transferred as necessary but only through written agreement between PRFMA and MCWRA.

3. Amend Exhibit B, "Equipment Rates", to read as follows:

Based on the California State Transportation Agency, Department of Transportation Division of Construction Labor Surcharge and Equipment Rental Rates, Effective April 1, 2023 through March 31, 2025 and subsequently **April 1, 2024 through March 31, 2025**, once those rates are published and effective

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:

Pajaro Regional Flood Management Agency		Monterey County Water Resources Agency	
By:	_____	By:	_____
	Signature		*Signature*
Printed:	Mark Strudley	Printed:	Ara Azhderian
Title:	Executive Director	Title:	General Manager
Date:	_____	Date:	_____

Attest:

By: _____

Date: _____

Approved as to form:

By:	_____	By:	_____
	Scott Shapiro, PRFMA Counsel		Kelly L. Donlon MCWRA Counsel
Date:	_____	Date:	_____