

**FIRST AMENDMENT  
TO  
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR  
BETWEEN COUNTY OF SANTA BARBARA  
AND  
FLUID RESOURCE MANAGEMENT**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR** ("First Amendment") is made by and between

COUNTY OF SANTA BARBARA,  
A political subdivision of the State of California,  
hereinafter referred to as "COUNTY,"

and

FLUID RESOURCE MANAGEMENT  
hereinafter referred to as "CONTRACTOR;"

With reference to the following:

**WHEREAS**, on December 12, 2023 the COUNTY and the CONTRACTOR entered into an Agreement for Services of Independent Contractor for the CONTRACTOR to provide operation and maintenance for the Cachuma Lake domestic water and waste water treatment plants, for the period from December 12, 2023 to November 30, 2024 for a total amount not to exceed \$650,000 (hereinafter "Agreement"); and

**WHEREAS**, the Agreement also allows for the COUNTY, at its discretion and subject to annual budget appropriations to exercise a four (4) yearly extension with amount not to exceed determine by COUNTY and CONTRACTOR; and

**WHEREAS**, in January of 2024, due to issues with storm water runoff and malfunctioning aeration system the CONTRACTOR had to provide additional monitoring and repairs to the waste water retention ponds; and

**WHEREAS**, the Agreement Exhibit B, "PAYMENT ARRANGEMENTS", Section A sets forth the maximum contract amounts, and the extra services provided by the CONTRACTOR will exceed these maximum amounts; and

**WHEREAS**, Section 25, "ENTIRE AGREEMENT AND AMENDMENT," of the Agreement provides that COUNTY and CONTRACTOR may amend the Agreement at any time provided that such amendments make specific reference to the Agreement, and are executed in writing, signed by a duly authorized representative of each party, and approved by COUNTY's governing body; and

**WHEREAS**, the parties desire to amend the total contract amount of the Agreement as set forth in Exhibit B "PAYMENT ARRANGEMENTS" subsection A to increase the total contract amount by \$80,000 for a total contract amount not to exceed \$730,000.

**NOW, THEREFORE**, the parties agree to amend the Agreement, as follows:

1. The first sentence of Section A of Exhibit B, "PAYMENT ARRANGEMENTS," shall be replaced in its entirety as follows:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 730,000.

2. Except as set forth in Section 1 above, this First Amendment shall not modify or change any of the provisions of the Agreement, and the parties to this First Amendment and the Agreement are bound by the provisions of the Agreement, as amended herein.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this First Amendment by the respective authorized officers as set forth below to be effective as of the date executed by all parties:

**ATTEST:**  
MONA MIYASATO  
CLERK OF THE BOARD

**COUNTY OF SANTA BARBARA:**

By: Sheila LaBuena  
Deputy Clerk

By: Steve Lavagnino  
STEVE LAVAGNINO  
Chair, Board of Supervisors

**APPROVED AS TO ACCOUNTING FORM:**  
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

**COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:**  
JESUS ARMAS, DIRECTOR COMMUNITY SERVICES

DocuSigned by:  
[Signature]  
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DocuSigned by:  
Jesus Armas  
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By: \_\_\_\_\_  
Deputy Auditor- Controller

By: \_\_\_\_\_  
Department Head

**APPROVED AS TO FORM:**  
RACHEL VAN MULLEM  
COUNTY COUNSEL

**"CONTRACTOR"**  
FLUID RESOURCE MANAGEMENT:

Signed by:  
County Counsel - Tyler Sprague  
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Signed by:  
Mike Ellis  
DF638EB51B9A470...

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_

MICHAEL ELLISON, OPERATIONS AND MAINTENANCE MANAGER

Date: \_\_\_\_\_

