

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT, (hereafter "Amendment"), is made and entered into this 9th day of May 2023, by and between KINGS WATER ALLIANCE, a California nonprofit public benefit corporation (hereafter "KWA"), and the County of Fresno, a political subdivision of the State of California (hereafter "Participant" as described in Attachments D and E) (referred to individually or collectively as Party of Parties).

WITNESSETH:

WHEREAS, PARTICIPANT and KWA entered into Agreement number 21-549, dated December 14, 2021 (hereinafter "Agreement"), pursuant to which KWA agreed to allow the Participant to participate in the Kings Water Alliance Management Zone to comply with Pathway B of the RWQCB Nitrate Control Program; and

WHEREAS, PARTICIPANT and KWA now desire to amend the Agreement in order to add a second CV Salts ID for County Service Area No. 44, Zone D (Monte Verdi Estates) and the Participant's Elkhorn Facility.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, PARTICIPANT and KWA agree as follows:

1. That the existing PARTICIPANT agreement No. 21-549, TERMS OF AGREEMENT Number 4 is deleted in its entirety and replaced with the following:

"Prior to approving any annual cost allocation, KWA agrees that participants, including Participant, shall have reasonable amount of time to review the comment on the proposed annual cost allocation. The cost allocation to Participant shall distinguish costs allocated Fresno County Service Area No. 44, Zone D (Monte Verdi Estates); Fresno County Service Area No. 47 (Quail Lake Estates); and the Participant's Juvenile Justice Campus and Elkhorn Facility."

2. That the existing PARTICIPANT agreement No. 21-549, add Attachment D and Attachment E directly behind Attachments A, B, and C located at the end of the agreement.

1 3. PARTICIPANT and KWA agree that this Amendment is sufficient to amend the
2 agreement and, that upon execution of this Amendment, the Agreement and this Amendment
3 together shall be considered the Agreement.

4 4. The Agreement, as hereby amended, is ratified, and continued. All provisions,
5 terms, covenants, conditions, and promises contained in the Agreement and not amended
6 herein shall remain in full force and effect.

7 5. This Amendment may be executed in any number of counterparts, each of which
8 be deemed an original, but all of which together shall constitute one and the same Amendment
9 binding on the Parties according to its terms and conditions.

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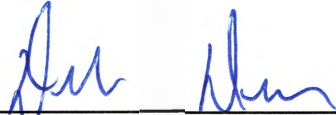
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1 IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the
2 date set forth above.

3 **KINGS WATER ALLIANCE**

COUNTY OF FRESNO

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5
6 Signature of KWA Board Chair
(or authorized designee)


7 Sal Quintero, Chairman of the Board of
8 Supervisors of the County of Fresno

9 4886 E. Jensen Ave.
10 Fresno, CA 93725

11 **Attest:**
12 Bernice E. Seidel
13 Clerk of the Board of Supervisors
County of Fresno, State of California

14 By: 
15 Deputy

16 **FOR ACCOUNTING USE ONLY:**

17 Various County Service Areas and County Facilities:

18 CSA 44D Account 7295 Fund 0870 Subclass 16430 Org 9247
19 CSA 47 Account 7295 Fund 4030 Subclass 40680 Org 9310
20 JUVENILE JUSTICE CAMPUS Account 7295 Fund 0801 Subclass 16900 Org 9140

21 Facilities
22 ELKHORN L FACILITY Account 7295 Fund 1045 Subclass 10000 Org 8935
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