

**AMENDMENT NO. 3
TO AGREEMENT FOR CONTRACTOR SERVICES**

Blue Triton Brands, Inc. (DBA ReadyRefresh)

Water Delivery Service

This Amendment No. 3 to Agreement for Contractor Services is made and entered into as of 6/25/2024, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Blue Triton Brands, Inc. (DBA ReadyRefresh), a Corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of 6/14/2021, (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Contractor in an amount of Six Thousand dollars and zero cents (\$6,000.00).

C. The Original Agreement had a term of commencing on June 14, 2021, and ending June 30, 2023. The City may, at its discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms.

D. Amendment No. 1 to the Original Agreement was executed on 6/6/23, increased compensation by an additional \$500.00 for a not to exceed compensation amount of \$6,500.00 per fiscal year.

E. Amendment No. 2 to the Original Agreement was executed on 1/31/2024, increased compensation by an additional \$3,000.00 for a not to exceed compensation amount of \$9,500.00 per fiscal year.

F. The parties now desire to amend and increase the payment for such services as set forth in this Amendment No. 3 for an annual amount not to exceed \$10,994.26.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A-1), which is attached hereto and incorporated herein by reference. In no event shall Contractor's annual compensation exceed Ten Thousand Nine Hundred Ninety-Four and Twenty Six Cents (\$10,994.26) without additional written authorization from the City Council.

2. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

Blue Triton Brands, Inc. (DBA ReadyRefresh) a corporation

City Manager

Date: _____

Tim Anderson, Key Account Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A-1 – Contractor’s Proposal

EXHIBIT A-1

CONTRACTOR 'S PROPOSAL

[ATTACHED]